AGENDA

Joint REGULAR Meeting
Wednesday, January 22, 2020 * 6:00 p.m.
City Hall / Council Chambers, 635 S. Highway 101, Solana Beach, California

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

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

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

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

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

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

CITY COUNCILMEMBERS
Jewel Edson, Mayor
Judy Hegenauer, Deputy Mayor
Kelly Harless, Councilmember
Kristi Becker, Councilmember
David A. Zito, Councilmember
Gregory Wade, City Manager
Johanna Canlas, City Attorney
Angela Ivey, City Clerk

Solana Beach City Council Regular Meeting Agenda January 22, 2020 Page 1 of 9
**SPEAKERS:**
Please submit your speaker slip to the City Clerk prior to the meeting or the announcement of the Item. Allotted times for speaking are outlined on the speaker’s slip for Oral Communications, Consent, Public Hearings and Staff Reports.

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

**CALL TO ORDER AND ROLL CALL:**

**CLOSED SESSION REPORT:**

**FLAG SALUTE:**

**APPROVAL OF AGENDA:**

**PROCLAMATIONS/CERTIFICATES:** Ceremonial
None at the posting of this agenda

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

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

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

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

**A. CONSENT CALENDAR:** (Action Items) (A.1. - A.9.)
Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.
A.1. **Register Of Demands.** (File 0300-30)

Recommendation: That the City Council


**Item A.1. Report (click here)**

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

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

Recommendation: That the City Council

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

**Item A.2. Report (click here)**

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

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

Recommendation: That the City Council

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

**Item A.3. Report (click here)**

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

A.4. **Americans with Disability Act (ADA) Pedestrian Ramps.** (File 0820-20)

Recommendation: That the City Council

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

**Item A.4. Report (click here)**

 Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.
A.5. **MyCommunity Mobile App Software Services.** (File 0190-60)

Recommendation: That the City Council

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

**Item A.5. Report (click here)**

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

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A.6. **Emergency Corrugated Metal Pipes (CMP) Storm Drain Repairs Update.** (File 0850-40)

Recommendation: That the City Council

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

**Item A.6. Report (click here)**

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

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A.7. **As-Needed Repair Services for City Facilities and Parks.** (File 0700-25)

Recommendation: That the City Council

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

**Item A.7. Report (click here)**

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

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

Recommendation: That the City Council

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

**Item A.8. Report (click here)**

 Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.
A.9. Minutes of the City Council

Recommendation: That the City Council

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

Item A.9. Report (click here)

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

B. PUBLIC HEARINGS: (B.1. – B.3.)

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


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:

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

Item B.1. Report (click here)
### B.2. Public Hearing: 731 Avocado Pl., Applicant: Truc and Alex Harris, Case 17-18-15 (File 0600-40)

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

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2019-138** conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.

**Item B.2. Report (click here)**

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

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

Recommendation: That the City Council

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

**Item B.3. Report (click here)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.*
C. STAFF REPORTS: (C.1. – C.2.)
Submit speaker slips to the City Clerk.

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

Recommendation: That the City Council

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

Item C.1. Report (click here)

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

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

Recommendation: That the City Council

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

Item C.2. Report (click here)

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

WORK PLAN COMMENTS:
Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE:
GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency “City” at the next regular meeting of the legislative body.
COUNCIL COMMITTEE REPORTS: [Council Committees]

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

a. City Selection Committee (meets twice a year) Primary-Edson, Alternate-Zito
b. County Service Area 17: Primary- Harless, Alternate-Edson
c. Escondido Creek Watershed Authority: Becker /Staff (no alternate).
d. League of Ca. Cities’ San Diego County Executive Committee: Primary-Becker, Alternate-Harless and any subcommittees.
e. League of Ca. Cities’ Local Legislative Committee: Primary-Harless, Alternate-Becker
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)

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

ADJOURN:

Next Regularly Scheduled Meeting is February 12, 2020
Always refer the City’s website Event Calendar for updated schedule or contact City Hall.
www.cityofsolanabeach.org  858-720-2400

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SOLANA BEACH

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the January 22, 2020 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on January 15, 2020 at 6:05 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., January 22, 2020, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk
City of Solana Beach, CA
UPCOMING CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:
Regularly Scheduled, or Special Meetings that have been announced, are posted on each Citizen Commission’s Agenda webpage. See the Citizen Commission’s Agenda webpages or the City’s Events Calendar for updates.

- Budget & Finance Commission
- Climate Action Commission
- Parks & Recreation Commission
- Public Arts Commission
- View Assessment Commission
TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Finance
SUBJECT: Register of Demands

BACKGROUND:

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

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

TOTAL $ 1,397,589.05

DISCUSSION:

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

WORK PLAN:

N/A

CITY COUNCIL ACTION: ________________________________

AGENDA ITEM A.1.
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.

[Signature]

Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund
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# Check Register - Disbursement Fund

**City of Solana Beach, CA**

**Selection Criteria:** transact.ck_date between '20191214 00:00:00.000' and '20200103 00:00:00.000'

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<td>5172</td>
<td>ALL CITY MANAGEMENT SERV 001</td>
<td>CRSSNG GRD10/06-10/19</td>
<td>0.00</td>
<td>468.89</td>
</tr>
<tr>
<td>1011</td>
<td>V900077</td>
<td>12/19/19</td>
<td>5172</td>
<td>ALL CITY MANAGEMENT SERV 001</td>
<td>CRSSNG GRD10/06-10/19</td>
<td>0.00</td>
<td>11.11</td>
</tr>
<tr>
<td>TOTAL CHECK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>480.00</td>
</tr>
<tr>
<td>1011</td>
<td>V900078</td>
<td>12/19/19</td>
<td>5019</td>
<td>ALL CITY MANAGEMENT SERV 001</td>
<td>CRSSNG GRD10/06-10/19</td>
<td>0.00</td>
<td>320.00</td>
</tr>
<tr>
<td>TOTAL CASH ACCOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,087,081.20</td>
</tr>
<tr>
<td>TOTAL FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,087,081.20</td>
</tr>
<tr>
<td>TOTAL REPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,087,081.20</td>
</tr>
</tbody>
</table>
BACKGROUND:

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

The information provided in this Staff Report lists the changes made through January 8, 2020.

DISCUSSION:

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

<table>
<thead>
<tr>
<th>Action Description</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Transfers from GF</th>
<th>Net Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reso 2019-085 Adopted Budget</td>
<td>19,357,000</td>
<td>(19,141,500)</td>
<td>(151,100) (1)</td>
<td>$ 64,400</td>
</tr>
</tbody>
</table>

(1) Transfers to:

| Debt Service for Public Facilities | 151,100 |

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA

FISCAL IMPACT:

N/A

COUNCIL ACTION:

AGENDA ITEM A.2.
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

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

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

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

**DISCUSSION:**

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

**Xerox W7830PT:** Copier Location – 1st Floor City Hall City Clerk Copy Room
The lease was entered into November 2014 and expired November 2019. This model provides black/white as well as color options for copies/prints/scans and serves as the copier/printer/scanner for the City Clerk’s office area. Copying/printing/scanning is used...
continuously by the City Clerk’s department as well as other departments from the 1st floor and personnel from other locations, Fire, Recreation and Marine Safety.

**Xerox W7830PT: Copier Location – 2nd Floor City Hall Finance Copy Room**
This lease was entered into February 2015 and will expire next month. This equipment is the same product as the City Clerk’s copier mentioned in the prior paragraph. This machine is used by the entire 2nd floor serving about half of the number of people as downstairs.

**Xerox D95CP: Copier Location – 1st Floor Engineering/Planning Copy Room**
This lease was entered into February 2016 and will expire next February 2021. This equipment is the lower end of Xerox’s high-production models. The City uses this equipment for major projects including the Council Meeting agenda packet. This equipment is a black/white production copier/printer with the ability to scan in color. This machine is used primarily by the 1st floor but used by various Staff for large production jobs due to its speed.

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

<table>
<thead>
<tr>
<th>Current Equipment</th>
<th>Xerox W7830PT</th>
<th>Xerox W7830PT</th>
<th>Xerox D95CP Production</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>1st Floor City Hall City Clerk Copy Room</td>
<td>2nd Floor City Hall Finance Copy Room</td>
<td>1st Floor City Hall Engineering/Planning Copy Rm</td>
</tr>
<tr>
<td>Copy/Print/Scan:</td>
<td>Blk/Wht &amp; Color for all 3</td>
<td>Blk/Wht &amp; Color for all 3</td>
<td>Blk/Wht Copy/Print/Scan Color Scan</td>
</tr>
<tr>
<td><strong>Recommended Replacement Equipment</strong></td>
<td><strong>Xerox Primelink C9060</strong></td>
<td><strong>Xerox Primelink C9060</strong></td>
<td><strong>Xerox Primelink C9070</strong></td>
</tr>
<tr>
<td>Copy/Print/Scan:</td>
<td>Blk/Wht &amp; Color for all 3</td>
<td>Blk/Wht &amp; Color for all 3</td>
<td>Blk/Wht &amp; Color for all 3</td>
</tr>
</tbody>
</table>

A comparison of the current and the proposed leases was conducted and based on the average number of copies per month over the last 12 months provided by Xerox. Cost comparisons provided in the Fiscal section are estimates due to the cost of the copy/print per page. In the past, Xerox provided a maximum number of black/white copies free of charge and then all overage was paid at a specified “click” charge (a “click” is any copy/print/scan job). Given our usage, we did not always benefit from this
pricing since some cost was built in for the free black/white copies. Xerox no longer utilizes this type of pricing for black/white copies. All copies are charged per click. The proposed equipment replacements will come with a change in pricing for black/white and color copies/prints. Additionally, the current D95 production machine only produces black/white copies/prints. This additional color copy/print location will benefit Staff that currently must wait for other equipment locations for color jobs.

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

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

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

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

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

**FISCAL IMPACT:**

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

Current Xerox 7830s v. New Xerox C9060s:

<table>
<thead>
<tr>
<th></th>
<th>Current Equipment Costs</th>
<th>Proposed Equipment Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1) Xerox W7830PT</td>
<td>2) Xerox W7830PT</td>
</tr>
<tr>
<td>1st Floor City Hall</td>
<td>2) Xerox W7830PT</td>
<td>Xerox Primelink C9060</td>
</tr>
<tr>
<td>Clerk Copy Room</td>
<td>2nd Floor City Hall</td>
<td>Both locations</td>
</tr>
<tr>
<td></td>
<td>Finance Copy Room</td>
<td></td>
</tr>
<tr>
<td>Monthly Lease</td>
<td>$203</td>
<td>$185</td>
</tr>
<tr>
<td>Includes free</td>
<td></td>
<td></td>
</tr>
<tr>
<td>impressions (scans)</td>
<td>$0.0656 per click</td>
<td>$0.0656 per click</td>
</tr>
<tr>
<td></td>
<td>Avg. Mos. 2,301 = $150.95</td>
<td>Avg. Mos. 3,250 = $213.20</td>
</tr>
<tr>
<td>Color Copies</td>
<td>$0.0090 per click</td>
<td>$0.0090 per click</td>
</tr>
<tr>
<td></td>
<td>Avg Mos. 3,326 = 29.93</td>
<td>Avg Mos. 5,432 = $48.89</td>
</tr>
<tr>
<td>Black/Wht Copies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>decrease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staples</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Cost per month</td>
<td>$408.88</td>
<td>$472.09</td>
</tr>
<tr>
<td></td>
<td>$24,532</td>
<td>$28,325</td>
</tr>
<tr>
<td></td>
<td>$32,564</td>
<td>$32,564</td>
</tr>
</tbody>
</table>

The Xerox Primelink C9060 recommended for City Hall's upstairs copy room and downstairs City Clerk's copy room are each estimated to cost an average of $102.26
more per month for each machine. The estimated total for each machine is $32,564 over each 60-month lease.

Current Xerox 7830 v. New Xerox C9070:

<table>
<thead>
<tr>
<th>Current Equipment Costs</th>
<th>Proposed Equipment Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Xerox D95CP</strong></td>
<td><strong>Xerox Primelink 9070</strong></td>
</tr>
<tr>
<td>Production</td>
<td>Same</td>
</tr>
<tr>
<td>1st Floor City Hall</td>
<td></td>
</tr>
<tr>
<td>Engin/Planning Copy Rm</td>
<td></td>
</tr>
<tr>
<td>Monthly Lease</td>
<td></td>
</tr>
<tr>
<td>Includes free</td>
<td></td>
</tr>
<tr>
<td>impressions (scans)</td>
<td></td>
</tr>
<tr>
<td>$515</td>
<td>$455</td>
</tr>
<tr>
<td>Color Copies/Prints</td>
<td></td>
</tr>
<tr>
<td>this machine does not</td>
<td></td>
</tr>
<tr>
<td>have color</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>Unknown estimate, but</td>
</tr>
<tr>
<td></td>
<td>will offset</td>
</tr>
<tr>
<td></td>
<td>costs from other color</td>
</tr>
<tr>
<td></td>
<td>machines</td>
</tr>
<tr>
<td>Black/Wht Copies</td>
<td></td>
</tr>
<tr>
<td>decrease</td>
<td></td>
</tr>
<tr>
<td>0.0077 per click</td>
<td>0.0085 per click</td>
</tr>
<tr>
<td>Avg Mos. 11,402</td>
<td>Avg Mos. 11,402</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>87.80</td>
<td>96.91</td>
</tr>
<tr>
<td>Staples</td>
<td></td>
</tr>
<tr>
<td>Avg $25 mos.</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Cost per month</td>
<td></td>
</tr>
<tr>
<td>$640</td>
<td>$642</td>
</tr>
<tr>
<td>Total Cost over</td>
<td></td>
</tr>
<tr>
<td>60-month lease</td>
<td></td>
</tr>
<tr>
<td>$38,400</td>
<td>$38,520</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Machine</th>
<th>Room</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox Primelink 9060</td>
<td>City Hall Upstairs Copy Room</td>
<td>$32,564</td>
</tr>
<tr>
<td>Xerox Primelink 9060</td>
<td>City Hall Downstairs Clerk Copy Room</td>
<td>$32,564</td>
</tr>
<tr>
<td>Xerox Primelink 9070</td>
<td>City Hall Downstairs Eng./Pln. Copy Rm</td>
<td>$38,520</td>
</tr>
</tbody>
</table>
WORK PLAN: N/A

OPTIONS:

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

DEPARTMENT RECOMMENDATION:

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

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

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

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation

[Signature]

Gregory Wade, City Manager

Attachments:

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

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

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

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

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

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

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

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

1. Above recitations are true and correct.

2. That the City Manager is authorized to enter into a contract with Xerox for a two 60-month leases at a cost of $375.00 per month, plus copies.

3. That the City Manager is authorized to enter into a contract with Xerox for a 60-month lease at a cost of $455.00 per month, plus copies.

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

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM: ATTEST:

JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk
### CITY OF SOLANA BEACH

635 S HIGHWAY 101
SOLANA BEACH CA 92075

---

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Maintenance</th>
<th>Billing/Admin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Product</strong></td>
<td><strong>Accessories</strong></td>
<td><strong>CPC</strong></td>
</tr>
<tr>
<td>1.W7830PT SN/MX1207655</td>
<td>- OPC FINISHER LX(OFCFINRLX) - XC WC7830 INITIALIZATION(UX1) - OFCFINRLX(XLX) - BOOKMAKER 2/3 HOLE PUNCH(FINLX-3HP)</td>
<td>C: Lease Combined CPC</td>
</tr>
<tr>
<td>2.085CP SN/BG2951506</td>
<td>- SPD BADGE ID 95A CPR(Y19) - D4 STAPLER FINISHER 2-XMLA117920 - BYPASS CHUT/ETE(BYPASS) - 100 PPM KIT(100PPMKIT) - NON-SECURE ACCESS INSTAL(INSTSTD) - FLOW ENGLISH(XRX926556)</td>
<td>C: Lease Combined CPC</td>
</tr>
<tr>
<td>3.W7830PT SN/MX1208344</td>
<td>- OPC FINISHER LX(OFCFINRLX) - XC WC7830 INITIALIZATION(UX1) - OFCFINRLX(XLX) - BOOKMAKER 2/3 HOLE PUNCH(FINLX-3HP)</td>
<td>C: Lease Combined CPC</td>
</tr>
</tbody>
</table>

---

### Total Cost of Operation

<table>
<thead>
<tr>
<th>Product</th>
<th>Financial Install Date</th>
<th>Equipment Status</th>
<th>Monthly Equipment Charge</th>
<th>Monthly Serviced Charge</th>
<th>Extended Service</th>
<th>Monthly Fixed Costs</th>
<th>Period</th>
<th>Meter</th>
<th>Volume Based</th>
<th>Per Print Rate</th>
<th>Average Monthly Volume</th>
<th>Average Vol Above Plan</th>
<th>Meter Charges</th>
<th>Includes Supplies</th>
<th>Total (pre-tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.W7830PT SN/MX1207655</td>
<td>12/15/14</td>
<td>Leased 5/6 of 60</td>
<td>$203.24 included</td>
<td>$0.00</td>
<td>$203.24</td>
<td>12/21/18 to 10/21/19</td>
<td>2: BV 2: CLR</td>
<td>0</td>
<td>$0.0080</td>
<td>$0.0656</td>
<td>3.326</td>
<td>3.326</td>
<td>3.326</td>
<td>$29.93</td>
<td>$150.95</td>
</tr>
<tr>
<td>2.085CP SN/BG2951506</td>
<td>03/22/16</td>
<td>Leased 4/6 of 60</td>
<td>$515.25 included</td>
<td>$0.00</td>
<td>$515.25</td>
<td>12/21/18 to 10/21/19</td>
<td>1: TOTAL</td>
<td>0</td>
<td>$0.0077</td>
<td>11,402</td>
<td>11,402</td>
<td>67.80</td>
<td>yes</td>
<td>$503.05</td>
<td></td>
</tr>
<tr>
<td>3.W7830PT SN/MX1208344</td>
<td>03/12/15</td>
<td>Leased 5/6 of 60</td>
<td>$185.24 included</td>
<td>$0.00</td>
<td>$185.24</td>
<td>12/21/18 to 10/21/19</td>
<td>1: BV 2: CLR</td>
<td>0</td>
<td>$0.0080</td>
<td>$0.0656</td>
<td>5,432</td>
<td>3,250</td>
<td>3,250</td>
<td>$48.89</td>
<td>$213.20</td>
</tr>
</tbody>
</table>

**Total** | | | | | | | | | | | | | | | | $903.73 | $530.77 | $1,434.50 |

---

### Meter Invoices

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Invoice Total Amt (Inc.tax)</th>
<th>Date</th>
<th>Meter 1</th>
<th>Meter 2</th>
<th>Meter 3</th>
<th>Meter 4</th>
<th>Date</th>
<th>Meter 1</th>
<th>Meter 2</th>
<th>Meter 3</th>
<th>Meter 4</th>
<th>Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td>095944740</td>
<td>096300650</td>
<td>01/21/19</td>
<td>$350.33</td>
<td>12/21/18</td>
<td>202062</td>
<td>136152</td>
<td>0</td>
<td>0</td>
<td>01/21/19</td>
<td>206254</td>
<td>137435</td>
<td>0</td>
<td>0</td>
<td>N</td>
</tr>
<tr>
<td>096329400</td>
<td>096300650</td>
<td>02/21/19</td>
<td>$343.35</td>
<td>02/21/19</td>
<td>213608</td>
<td>142164</td>
<td>0</td>
<td>0</td>
<td>02/21/19</td>
<td>212608</td>
<td>142164</td>
<td>0</td>
<td>0</td>
<td>N</td>
</tr>
<tr>
<td>096531997</td>
<td>097015338</td>
<td>03/21/19</td>
<td>$340.62</td>
<td>03/21/19</td>
<td>215942</td>
<td>143603</td>
<td>0</td>
<td>0</td>
<td>03/21/19</td>
<td>215942</td>
<td>143603</td>
<td>0</td>
<td>0</td>
<td>N</td>
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<tr>
<td>097162589</td>
<td>097162589</td>
<td>04/21/19</td>
<td>$343.03</td>
<td>04/21/19</td>
<td>217597</td>
<td>145613</td>
<td>0</td>
<td>0</td>
<td>04/21/19</td>
<td>217597</td>
<td>145613</td>
<td>0</td>
<td>0</td>
<td>N</td>
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### Overage Rates

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- Meter 2: 0.0096
- Meter 3: 0.0096
- Meter 4: 0.0096

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12/17/2019
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<td>92075</td>
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December 18, 2019
MS Angela Ivey
City of Solana Beach
635 South Highway 101,
Solana Beach, CA, 92075

Dear MS Ivey:

Our proposal to supply a document solution

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

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

About Xerox

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

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

Yours sincerely,

BASSEM ELSAYEH
Proposal prepared for:

City of Solana Beach

Date: December 18, 2019
Tel: (619) 847-4886
E-mail: bassem.elsayeh@xerox.com
Our understanding of your requirements

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

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

Xerox® PrimeLink® C9070 Printer

Productive. Scalable. Professional-Grade.

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

Key Features

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

Improve Your Image

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

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

Work Smarter, Not Harder

The Xerox PrimeLink Printer increases your productivity with tools that make it easy to modernize the way you work with elevated office functions to scan/copy/fax/print more efficiently, go mobile with Print@printbyxerox.com, fast 270 ipm production-class scanner, and intuitively navigate with 10” HD touchscreen interface. Automate complex
tasks by simplifying tasks with Xerox App Gallery apps, control costs with Xerox Standard Accounting, and ensure easy setup with Xerox CenterWare IS embedded web server.

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

Start Strong, Finish Strong

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

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

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

Serve and Protect

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

Secure Print holds documents for release until you’re ready to retrieve them and Secure Scanning includes password protection for PDFs and folders, as well as encryption for scanning to email securing and safeguarding documents and data.
Additional options for Xerox PrimeLink C9070 Color Printer

Xerox Business Ready Finisher Booklet Maker
Provides booklet making capability.

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

Configuration

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Service contract

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

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

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

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

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

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

DISCUSSION:

On December 18, 2019, eight bids for ADA Pedestrian Ramps, Bid No. 2019-08, were received and publicly opened by the City Clerk. The bid results are listed on the table on the following page.
The lowest bid submitted by Miramar General Engineering was found to be complete and responsive to the bid specifications. Miramar General Engineering has successfully completed previous street improvements for the City. Staff is recommending that Miramar General Engineering be awarded the construction contract. The contract duration is 15 working days (three weeks) and Staff anticipates the project to be completed in late March or early April 2020.

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

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

WORK PLAN:

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

OPTIONS:

• Adopt Staff recommendations and award construction contract.
• Postpone contract award and provide direction to Staff.
• Reject construction bids and provide alternative direction to Staff.
DEPARTMENT RECOMMENDATION:

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

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

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]

Gregory Wade, City Manager

Attachments:

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

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

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

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

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

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

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

1. That the above recitations are true and correct.

2. That the City Council awards the construction contract to Miramar General Engineering, in the amount of $52,100 for the ADA Pedestrian Ramps, Bid No. 2019-08.

3. That the City Council approves an amount of $8,000 for construction contingency.

4. That the City Council authorizes the City Manager to execute the construction contract on behalf of the City.

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

6. That the City Council appropriates $60,325 to the Federal Grants revenue account and to the ADA Pedestrian Ramps CIP project, both in the CDBG fund.
7. That the City Council authorizes the City Treasurer to amend the Fiscal Year 2019/20 Adopted Budget accordingly.

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

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM: ATTEST:

JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk
## LIST OF RAMP LOCATIONS

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<tr>
<th>No.</th>
<th>Cross Streets</th>
<th>Corner</th>
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<td>6'</td>
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Construct pedestrian ramps in accordance with the City of San Diego Standard Drawings, 2016 Edition.

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

Lomas Santa Fe Drive at Cedros Avenue southwest corner is to be a one curb ramp corner with doublewide (8') ramp centered between crosswalks.
TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Community Development Department
SUBJECT: Consideration of Resolution 2020-011 Authorizing the City Manager to Execute a Contractual Agreement with Tyler Technologies, Inc. for Software Services (MyCommunity Mobile App)

BACKGROUND:

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

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

DISCUSSION:

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

COUNCIL ACTION:

AGENDA ITEM A.5.
Tyler Technologies, Inc., a new agreement is necessary to allow continued use and maintenance of the software.

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

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:**

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

**WORK PLAN:**

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

**OPTIONS:**

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

**DEPARTMENT RECOMMENDATION:**

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

Approve Department Recommendation

/Gregory Wade, City Manager

Attachments:

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

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

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

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

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

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

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

1. That the foregoing recitations are true and correct.

2. That the City Manager is authorized to execute a contractual agreement with Tyler Technologies, Inc. for software services (MyCommunity Mobile app).
3. That the City Council authorizes the City Manager to extend the agreement for four additional one year terms, at the City’s option.

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

\textbf{AYES:} Councilmembers –
\textbf{NOES:} Councilmembers –
\textbf{ABSTAIN:} Councilmembers –
\textbf{ABSENT:} Councilmembers –

______________________________
JEWEL EDSON, Mayor

APPROVED AS TO FORM: ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk
SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

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

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

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you exceed the Defined Users or Data Storage Capacity, by more than 20% for two consecutive months, we reserve the right to charge you additional fees
3. **Ownership.**

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

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

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

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

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

6. **SaaS Services.**

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

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

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler’s software, we will use best commercial
efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration shall be made immediately upon discovery of any event or circumstances reasonably indicating that any of your Data has been lost or damaged.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will immediately notify you in writing if we detect any unauthorized access to your Data or database(s). We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm, represent and warrant that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI
DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, we will notify you in writing immediately.

SECTION C – OTHER PROFESSIONAL SERVICES

1. **Other Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan, which is attached to this Agreement as Exhibit E and incorporated herein by this reference. We will finalize that documentation with you before execution of this Agreement.

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you request additional services in writing, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. We will not perform any additional services unless approved in writing by you in advance as evidenced by a signed addendum or change order.

4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed in writing to by you and us. Notwithstanding anything to the contrary in this Agreement, you shall only be required to provide us access that is consistent with applicable law.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts...
to cooperate with and assist us as may be reasonably required to meet the agreed upon project
deadlines and other milestones for implementation. This cooperation includes at least working with
us to schedule the implementation-related services outlined in this Agreement. We will not be
liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or
to the failure by your personnel to provide such cooperation and assistance (either through action
or omission).

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

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

8.2 provide telephone support during our established support hours;

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

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

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

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

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

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. **Third Party Products Warranties.**
   
   3.1 We are authorized by each Developer to grant access to the Third Party Software.
   
   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
   
   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. We represent and warrant that as of the Effective Date, Section D is inapplicable to Client.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION
1. **Term.** The initial term of this Agreement is one (1) year from January 1, 2020, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to four (4) additional one (1) year renewal terms at the SaaS Fees listed in the Investment Summary or at such revised rates as the parties may mutually agree in writing in advance at least sixty (60) days before renewal unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of thirty (30) days or more.

   2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 **Termination for Convenience.** You may terminate this Agreement at any time, without cause, and at no penalty, upon sixty (60) days written notice and payment of 100% of the SaaS Fees through the date of termination.

**SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**

   1.1 We will defend (with counsel reasonably acceptable to you), indemnify and hold you and your agents, officials, and employees harmless from against any third party claim(s), losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees and costs) arising out of allegations that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any
resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is determined by a trier of fact to be based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1), G(2), H(17) OR H(18).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, UNLESS IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1), G(2), H(17) OR H(18).

6. **Insurance.**

6.1. Tyler shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by Tyler, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the Client’s Risk Manager.

6.2. Tyler’s liabilities, including but not limited to Tyler’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the Client is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

6.3. **Types and Amounts Required.** Tyler shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

6.3.1. **Commercial General Liability (CGL).** Tyler shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than $2,000,000.00 per occurrence and subject to an annual aggregate of $4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Tyler or subcontractor maintains higher limits than the limits shown above, the Client shall be entitled to coverage for the higher limits maintained by Tyler and/or their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated.
separately and must meet the same qualifications as Tyler’s primary policy.

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

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

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

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

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

6.5.1. The Client, its officers, officials, employees, agents and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Tyler including materials, parts, or equipment furnished in connection with such work or operations. The Client’s additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the Client.

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

6.6. **Verification of Coverage.** Tyler shall furnish the Client with original certificates and amendatory endorsements effecting coverage required by this Section G(6), as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the Client or on other than
7. the Client’s forms provided those endorsements conform to Client requirements. All certificates and endorsements are to be received and approved by the Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

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

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the other’s appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment.
concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, consent is not required for an assignment by either party as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the
following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon acknowledged receipt by receiver of email delivery; or (d) five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

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

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

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party’s possession at the time of initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the Receiving party; or

(d) that is required to be disclosed under applicable law or is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request related to this Agreement, you will give us
prompt notice and otherwise perform the functions required by applicable law.

18. **Security.**

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

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

(c) **Information Security.** Tyler represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Client does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, Tyler shall: (a) Provide Client with the name and contact information for an employee who shall serve as Client’s primary security contact and shall be available to assist Client twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Client of a security breach as soon as practicable, but no later than twenty-four (24) hours after Tyler becomes aware of it. Immediately following Tyler’s notification to Client of a security breach, the parties shall coordinate with each other to investigate the security breach. Tyler agrees to fully cooperate with Client in Client’s handling of the matter. Tyler shall use best efforts to immediately remedy any security breach and prevent any further security breach at Tyler’s own expense in accordance with applicable privacy rights, laws, regulations and standards. Tyler agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of PII. Tyler shall


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

(d) Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 18, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

(e) Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 18 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

19. Business License. At all times during the duration of this Agreement, we will obtain and maintain a local business license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Venue and Jurisdiction. Each party irrevocably (i) agrees that a California Superior Court in the County of San Diego or the United States District for the Southern District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; and (ii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and to any other effective service regardless of whether made within the State of California. Tyler hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this
Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

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

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

[Signatures to follow on next page]
IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_________________________
Name:_______________________
Title:_______________________
Date:_______________________

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

City of Solana Beach

By:_________________________
Name: Gregory Wade
Title: City Manager
Date:_______________________

Address for Notices:
City of Solana Beach
635 Hwy 101
Solana Beach, CA 92075
Attn: _____________________
Exhibit A
Investment Summary

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

Software: MyCivic Citizen Engagement App

Annual Fee for Initial Term: $7,000
Exhibit B
Invoicing and Payment Policy

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

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

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

2. **Other Tyler Software and Services.**

   2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 **Other Fixed Price Services:** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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

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

- **Bank:** Wells Fargo Bank, N.A.
- **Account:** 4124302472
- **Beneficiary:** Tyler Technologies, Inc. – Operating
1. Air Travel – All air travel must be approved in writing in advance by Client to be reimbursable.

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.
2. Ground Transportation – All ground transportation must be approved in writing in advance by Client to be reimbursable.

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

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

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with
4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

<table>
<thead>
<tr>
<th>Departure Day</th>
<th>Return Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depart before 12:00 noon</td>
<td>Return before 12:00 noon</td>
</tr>
<tr>
<td>Depart after 12:00 noon</td>
<td>Return between 12:00 noon &amp; 7:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Return after 7:00 p.m.*</td>
</tr>
<tr>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td>Lunch and dinner</td>
<td>Breakfast and lunch</td>
</tr>
<tr>
<td>Dinner</td>
<td>Breakfast, lunch and dinner</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>15%</td>
</tr>
<tr>
<td>Lunch</td>
<td>25%</td>
</tr>
<tr>
<td>Dinner</td>
<td>60%</td>
</tr>
</tbody>
</table>

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

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

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

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

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

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

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

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

III. Service Availability

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

a. **Your Responsibilities**

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

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

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

b. **Our Responsibilities**

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.
Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

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

**c. Client Relief**

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

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

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

<table>
<thead>
<tr>
<th>Targeted Attainment</th>
<th>Actual Attainment</th>
<th>Client Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>98-99%</td>
<td>Remedial action will be taken.</td>
</tr>
<tr>
<td>100%</td>
<td>95-97%</td>
<td>4% credit of fee for affected calendar quarter will be posted to next billing cycle</td>
</tr>
<tr>
<td>100%</td>
<td>&lt;95%</td>
<td>5% credit of fee for affected calendar quarter will be posted to next billing cycle</td>
</tr>
</tbody>
</table>

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

**IV. Applicability**

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

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

**V. Force Majeure**

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

1. Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

2. On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at Tyler Technologies website.

3. Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

4. Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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

1. Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

2. Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.


4. Program Updates – where development activity is made available for client consumption.

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.
industry standard implementation plan
TO: Honorable Mayor and City Councilmembers  
FROM: Gregory Wade, City Manager  
MEETING DATE: January 22, 2020  
ORIGINATING DEPT: Engineering Department  
SUBJECT: Update No. 1 on Actions Taken in Response to the Emergency CMP Storm Drain Repairs

BACKGROUND:

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

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

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

DISCUSSION:

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

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

COUNCIL ACTION:

AGENDA ITEM A.6.
• Proposed appropriate measures for stabilization of each of the four locations

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

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT:

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

WORK PLAN:

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

OPTIONS:

• Receive this report.

• Provide comments or direction.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]
Gregory Wade, City Manager
Honorable Mayor and City Councilmembers
Gregory Wade, City Manager
January 22, 2020
Engineering Dept.

Consideration of Resolution 2020-013 Amendment to As-Needed Repair Services Contract

BACKGROUND:

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

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

DISCUSSION:

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

When the original PSA was presented to the City Council, Staff was in the process of developing the list of Capital Improvement Program projects for City Hall, Fletcher Cove Community Center and the Fire Station. Upon completion of Staff’s assessment, it is apparent that the required maintenance and repair for these facilities are outside the
expertise of the Public Works Staff and would require the assistance of Lalley Construction. As a result, an amendment to the contract amount is requested.

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

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

**WORK PLAN:**
This item is not identified in the FY 2019-2020 Work Plan.

**OPTIONS:**
- Approve Staff recommendation.
- Provide direction.

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

**CITY MANAGER’S RECOMMENDATION:**
Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Resolution 2020-013
RESOLUTION 2020 - 013

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

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

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

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

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

1. That the above recitations are true and correct.

2. That the City Council authorizes the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Lalley Construction to increase the amount of the agreement by $25,000.

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

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM: ATTEST:

JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk

ATTACHMENT 1
TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: January 22, 2020
ORIGINATING DEPT: Engineering Department
SUBJECT: Council Consideration of Resolution 2020-012 to Authorize a Sewer Rate and Revenue Study

BACKGROUND:

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

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

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

DISCUSSION:

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

COUNCIL ACTION:

AGENDA ITEM A.8.
selection process, the demonstrated competence, professional qualifications, and consultant’s experience in performing similar analysis are the most influential factors. The RFP was posted on the City’s website and eBidboard.com. Proposals from three consultants were received as follows:

1. NBS Government, Temecula, CA $28,860
2. Raftelis, Murrieta, CA $41,684

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

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

WORK PLAN:

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

OPTIONS:

- Approve Staff recommendation.
- Provide direction.

DEPARTMENT RECOMMENDATION:

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

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

3. Authorizing the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation

[Signature]

Gregory Wade, City Manager

Attachments:

1. Adopt Resolution No. 2020-012
RESOLUTION 2020-012

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

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

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

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

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

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

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

1. That the above recitations are true and correct.

2. That the City Council authorizes the City Manager to execute a professional services agreement, in an amount not to exceed $41,684, with Raftelis for a Sewer Rate and Revenue Study.

3. That the City Council authorizes an appropriation of $41,684 to the Sanitation Professional Services account.

4. That the City Council authorizes the City Treasurer to amend the FY 2019/20 Adopted Budget accordingly.
PASSED AND ADOPTED this 22nd day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

____________________________
JEWEL EDSON, Mayor

APPROVED AS TO FORM: ATTEST:

____________________________
JOHANNA N. CANLAS, City Attorney ANGELA IVEY, City Clerk
CALL TO ORDER AND ROLL CALL:
Mayor Zito called the meeting to order at 5:00 p.m.

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless
Absent: None
Also Present: Gregory Wade, City Manager
Johanna Canlas, City Attorney

PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):
None
Report to Council Chambers and submit speaker slips to the City Clerk before the meeting recesses to closed session.

CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(2)
   Two (2) Potential case(s).

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

NO REPORTABLE ACTION

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

Angela Ivey, City Clerk

Approved: ___________________
CALL TO ORDER AND ROLL CALL:
Mayor Zito called the meeting to order at 6:13 p.m.

Present: David A. Zito, Jewel Edson, Judy Hegenauer, Kristi Becker, Kelly Harless
Absent: None
Also Present: Greg Wade, City Manager
Johanna Canlas, City Attorney
Angela Ivey, City Clerk
Dan King, Assistant City Manager
Mo Sammak, City Engineer/Public Works Dir.
Marie Berkuti, Finance Manager
Joseph Lim, Community Development Dir.

CLOSED SESSION REPORT: None

FLAG SALUTE:

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

PROCLAMATIONS/CERTIFICATES: Ceremonial

Red Ribbon Week
Mayor Zito presented proclamations to twelve schools for Red Ribbon Week.
ORAL COMMUNICATIONS: None
This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by submitting a speaker slip (located on the back table) to the City Clerk. Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each presentation is THREE MINUTES (SBMC 2.04.190). Please be aware of the timer light on the Council Dais.

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

A. CONSENT CALENDAR: (Action Items) (A.1. - A.5.)
Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion. Any member of the public may address the City Council on an item of concern by submitting to the City Clerk a speaker slip (located on the back table) before the Consent Calendar is addressed. Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

A.1. Minutes of the City Council.
Recommendation: That the City Council

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

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

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

A.2. Register Of Demands. (File 0300-30)
Recommendation: That the City Council

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

Item A.2. Report (click here)
Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. Approved 5/0. Motion carried unanimously.

Recommendation: That the City Council

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

Item A.3. Report (click here)

Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.
Motion: Moved by Councilmember Edson and second by Councilmember Hegenauer to approve. Approved 5/0. Motion carried unanimously.

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

Recommendation: That the City Council

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

Item A.4. Report (click here)

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

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

Recommendation: That the City Council

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

Item A.5. Report (click here)

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

B. PUBLIC HEARINGS: (B.1. – B.2.)

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


Recommendation: That the City Council

1. Conduct the Public Hearing: Open the Public Hearing; Report Council Disclosures; Receive Public Testimony; Close the Public Hearing.
2. Find the project categorically exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines.
3. Introduce Ordinance 506 (1st Reading).

Item B.1. Report (click here)
Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk’s Office.

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

Mayor Zito opened the public hearing.

Council disclosures.

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

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


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:

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-138 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement two-story, single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.

Item B.2. Report (click here)
Greg Wade, City Manager, introduced the item.

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

Mayor Zito opened the public hearing.

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

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

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

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

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

Alex Harris, Applicant, responded that they pitched all water away from the easement onto their own property and had a retention pit to take in the water which resolved the drainage issues, that the neighbor experiencing damage to his property had drains that were not up to code, that the neighbor who recently purchased a nearby property bought it when the story poles were already erected and has never contacted by him regarding any issues, and that
two of the four adjacent properties were in favor of their project. He showed a picture of the tree they offered to cut down that would provide more view, he had a call log of a 10-minute phone conversation with the neighbor that resulted in no solution other than dropping the house down, they had no intention of selling the house but had been met with hostility, and that they were building on the main pad. He said that they followed the guidelines of the toolkit, the neighbor already had drain problems on his own property, they selected approved trees by the City, and reviewed the alternative layouts that would have either removed his view or blocked others' views.

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

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

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

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

C. STAFF REPORTS: (C.1. - C.3.)
Submit speaker slips to the City Clerk.

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

Recommendation: That the City Council

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

Item C.3. Report (click here)
Item C.3. Staff Report Update #1 (updated 10-23 at 1pm)

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

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

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

Motion: Moved by Deputy Mayor Edson and second by Councilmember Harless to appoint Maggie Brown and Mark Mennie. Approved 5/0. Motion carried unanimously.
C.1. **View Assessment Ordinance Discussion.** (File 0600-45)

Recommendation: That the City Council

1. Provide direction to staff.

**Item C.1. Report (click here)**

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

Greg Wade, City Manager, introduced the item.

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

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

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

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

C.2. **Year-End Budget Adjustments for Fiscal Year 2018/19** (File 0330-30)
Recommendation: That the City Council

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

Item C.2. Report (click here)

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

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

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

WORK PLAN COMMENTS:
Adopted June 12, 2019

COMPENSATION & REIMBURSEMENT DISCLOSURE: None
GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency “City” at the next regular meeting of the legislative body.

COUNCIL COMMITTEE REPORTS: Council Committees

REGIONAL COMMITTEES: (outside agencies, appointed by this Council)
STANDING COMMITTEES: (All Primary Members) (Permanent Committees)

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

Angela Ivey, City Clerk

Approved: ____________________
STAFF REPORT
CITY OF SOLANA BEACH

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

BACKGROUND:

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

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

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

DISCUSSION:

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

CITY COUNCIL ACTION:

AGENDA ITEM B.1.
of Ford Avenue. The 9,662 square foot lot is an irregular shaped lot. The lot is a corner lot fronting on Marview Drive to the west, Ford Avenue to the north, residential properties to the south and a vacant residential lot to the east.

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

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

<table>
<thead>
<tr>
<th>LOT INFORMATION</th>
<th>Zoning Designation: LR (3 du/ac)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address: 476 Marview Drive</td>
<td># of Units Allowed: 1 Dwelling Unit</td>
</tr>
<tr>
<td>Lot Size (Net): 9,662 ft²</td>
<td># of Units Requested: 1 Dwelling Unit</td>
</tr>
<tr>
<td>Max. Allowable Floor Area: 3,641 ft²</td>
<td></td>
</tr>
<tr>
<td>Proposed Floor Area: 3,641 ft²</td>
<td></td>
</tr>
<tr>
<td>Below Max. Floor Area by: 0 ft²</td>
<td></td>
</tr>
<tr>
<td>Max. Allowable Height: 25 ft.</td>
<td></td>
</tr>
<tr>
<td>Max. Proposed Height: 24.96 ft.</td>
<td></td>
</tr>
<tr>
<td>Highest Point/Ridge: 316.36 MSL</td>
<td></td>
</tr>
<tr>
<td>Overlay Zone(s): SROZ</td>
<td></td>
</tr>
<tr>
<td>Setbacks: Required Proposed</td>
<td></td>
</tr>
<tr>
<td>Front* (W) 20 ft.</td>
<td>Proposed</td>
</tr>
<tr>
<td>Street Side (N) 10 ft.</td>
<td>22.08 ft.</td>
</tr>
<tr>
<td>Interior Side (S) 5 ft.</td>
<td>13.92 ft.</td>
</tr>
<tr>
<td>Rear (E) 25 ft.</td>
<td>28.42 ft.</td>
</tr>
</tbody>
</table>

*Reduced front-yard setback (adjacent right-of-way > 55 ft. wide)

** existing nonconformity

PROPOSED PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Floor Area Breakdown:</th>
<th>Required Permits:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing First Floor: 2,295 ft²</td>
<td>DRP: A DRP is required for a structure that exceeds 60% of the maximum allowable floor area, a second story that exceeds 35% of the first floor, and for grading in excess of 100 cubic yards (aggregate)</td>
</tr>
<tr>
<td>Proposed First Floor Demolition: -604 ft²</td>
<td></td>
</tr>
<tr>
<td>Proposed First Floor Addition: 95 ft²</td>
<td></td>
</tr>
<tr>
<td>Proposed Second Floor: 1,778 ft²</td>
<td></td>
</tr>
<tr>
<td>Existing Garage: 316 ft²</td>
<td></td>
</tr>
<tr>
<td>Proposed Garage Addition: 161 ft²</td>
<td></td>
</tr>
<tr>
<td>Subtotal: 4,041 ft²</td>
<td></td>
</tr>
<tr>
<td>Off Street Parking Exemption: -400 ft²</td>
<td></td>
</tr>
<tr>
<td>Total Floor Area: 3,641 ft²</td>
<td></td>
</tr>
</tbody>
</table>

Proposed Grading: 675 cubic yards aggregate grading (5 cubic yards of site grading; 20 cubic yards of cut; 650 cubic yards of fill)

Proposed Parking: 2-Car Attached Garage
Proposed Fences and Walls: Yes
Proposed Accessory Dwelling Unit: No
Proposed Accessory Structure: No

Existing Development: Single-story, single-family residence with an attached garage

Development Review Permit Compliance (SBMC Section 17.68.40):

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

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

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space
The following is a discussion of the findings for a DRP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2020-010. The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made:

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.

2. The proposed development complies with the development review criteria.

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

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

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

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

**Relationship with Adjacent Land Uses:**

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

As designed, the project is consistent with the permitted uses for the LR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low Density Residential in the General Plan and intended for single-family residential development with a maximum density of three dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the SROZ and within the Coastal Zone. The project has
been evaluated, and could be found to be in conformance with the regulations of the SROZ.

Building and Structure Placement:

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

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

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

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

Neighborhood Comparison:

Staff compared the proposed project to 28 other properties within the Marview Drive and Ford Avenue neighborhood as shown on the following map:
The properties evaluated in this comparison are located in the LR Zone. The existing homes range in size from 1,612 square feet to 4,550 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the existing and proposed garages as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Project Gross Building Area:</td>
<td>4,041 sq ft</td>
</tr>
<tr>
<td>Delete Garage:</td>
<td>- 477 sq ft</td>
</tr>
<tr>
<td>Project Area for Comparison to Assessor's Data:</td>
<td>3,564 sq ft</td>
</tr>
</tbody>
</table>
Table 2 is based upon the County Assessor’s data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

<table>
<thead>
<tr>
<th>#</th>
<th>Property Address</th>
<th>Lot Size in ft² (GIS)</th>
<th>Existing ft² Onsite (Assessor’s)</th>
<th>Proposed / Recently Approved ft²</th>
<th>Max. Allowable ft²</th>
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<tbody>
<tr>
<td>1</td>
<td>437 MARVIEW DR</td>
<td>14,400</td>
<td>2,223</td>
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<td>4,470</td>
<td>LR</td>
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<tr>
<td>2</td>
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<td>3</td>
<td>415 MARVIEW DR</td>
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<tr>
<td>4</td>
<td>422 MARVIEW DR</td>
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<td>5</td>
<td>434 MARVIEW DR</td>
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<td>2,130</td>
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<td>5,665</td>
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<tr>
<td>6</td>
<td>477 MARVIEW DR</td>
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<td>459 MARVIEW DR</td>
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<td>LR</td>
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<td>445 MARVIEW DR</td>
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<td></td>
<td>3,893</td>
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<tr>
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<td>501 MARVIEW DR</td>
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<td>3,805</td>
<td>LR</td>
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<tr>
<td>10</td>
<td>521 MARVIEW DR</td>
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<td>4,435</td>
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<td>11</td>
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<td>12</td>
<td>MARVIEW LN</td>
<td>VACANT</td>
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<td></td>
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<tr>
<td>13</td>
<td>MARVIEW LN</td>
<td>VACANT</td>
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<tr>
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<td>476 MARVIEW DR</td>
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<tr>
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<td>22</td>
<td>528 MARVIEW DR</td>
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<td>4,582</td>
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<tr>
<td>23</td>
<td>559 FORD AVE</td>
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<td>24</td>
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<td>25</td>
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<tr>
<td>27</td>
<td>505 FORD AVE</td>
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<td>29</td>
<td>548 FORD AVE</td>
<td>21,800</td>
<td>3,573</td>
<td></td>
<td>5,165</td>
<td>LR</td>
</tr>
</tbody>
</table>

**Fences, Walls and Retaining Walls:**

Within the front yard setback area, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from...
existing grade, except for an additional two feet of fence that is at least 80% open to light. However, one walkway feature is allowed up to a maximum height of 6 feet provided 50% of this feature is open to light and air and also allows one driveway architectural feature up to a maximum height of 10 feet provided at least 50% of the area of this feature is open to light and air. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 2 feet that is 50% open to light and air.

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

**Landscape:**

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

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

**Parking:**

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a 161 square foot addition to the existing 316 square foot attached garage to create a 477 square foot, two-car garage. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Therefore, the garage area of 400 square feet is exempt from the project’s floor area calculation.

**Grading:**

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

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

Usable Open Space:

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

Structure Development Permit Compliance:

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

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.96 feet above the proposed grade or 316.36 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2020-010 for Council’s consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicant would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.
Public Hearing Notice:

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

CEQA COMPLIANCE STATEMENT:

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

FISCAL IMPACT: N/A

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation adopting the attached Resolution 2020-010.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP cannot be made.

DEPARTMENT RECOMMENDATION:

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

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

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Resolution 2020-010
2. Project Plans
RESOLUTION NO. 2020-010

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

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

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

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

WHEREAS, at the Public Hearing on January 22, 2020, the City Council received and considered evidence concerning the proposed application; and

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

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

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

I. That the foregoing recitations are true and correct.

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

III. FINDINGS

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

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

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

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

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

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

The subject site is located within the Low Residential (LR) Zone. The surrounding neighborhood consists of a mix of one-and two-story single-family residences. The project site is currently developed with a single-story, single-family residence and attached garage. The Applicant proposes to construct a first-floor addition and remodel and a new second-floor addition to an existing, single-story, single-family residence with an attached garage and perform associated site improvements.
As designed, the project is consistent with the permitted uses for the LR Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence. The property is designated Low Density Residential in the General Plan and intended for single-family residences developed at a maximum density of three dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

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

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

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

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

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

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

\[
\begin{align*}
0.500 & \text{ for first } 6,000 \text{ ft}^2 & 3,000 \text{ ft}^2 \\
0.175 & \text{ for } 6,001 - 15,000 \text{ ft}^2 & 641 \text{ ft}^2 \\
\text{Total Allowable Floor Area:} & & 3,641 \text{ ft}^2
\end{align*}
\]

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

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

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

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

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicant is proposing to construct a 161 square foot addition to the existing 316 square foot attached garage to create a 477 square foot, two-car garage. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

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

The project proposes aggregate grading in the amounts of 675 cubic yards of site grading, cut and fill in order to construct the proposed additions and to raise the finished grade elevation of the rear yard by approximately 4 feet.

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

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

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

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

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

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

IV. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicants obtaining the required permit or approval from the other agency.
The Applicant shall obtain approval from the California Coastal Commission prior to issuance of Building Permits.

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

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

As a condition of approval, a height certification prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the maximum height of the proposed addition will not exceed 24.96 feet above the proposed grade or 316.36 feet above MSL, which is the maximum proposed structure height reflected on the project plans.

IV. CONDITIONS

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

A. Community Development Department Conditions:

   I. The Applicant shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.

   II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 22, 2020, and located in the project file with a submittal date of January 9, 2020.

   III. Prior to requesting a framing inspection, the Applicant shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on January 22, 2020 and the certified story pole plot plan, and will not exceed 24.96 feet in height from the proposed grade or 80.84 feet above MSL.
IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

V. The Applicant shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.

VI. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.

VII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.

VIII. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.

IX. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicant shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Marview Drive and Ford Ave and minimize impact to the surrounding neighbors.

X. The Applicant shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

I. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.

II. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.

III. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible.
from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background and shall meet the following minimum standards as to size: 4 inches high with a \(\frac{1}{2}\) inch stroke width for residential buildings, 8 inches high with a \(\frac{1}{2}\) inch stroke for commercial and multi-family residential buildings, and 12 inches high with a 1 inch stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

IV. AUTOMATIC FIRE SPRINKLERS SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

V. CLASS "A" ROOF: All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

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

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

II. Prior to the release of the Grading Bond and Security Deposit, record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including, but not limited to, the 2 ft wide pervious paver swale, landscaping, irrigation, 10' wide D.G area compacted and graded at 2% towards the flow line, and 9" X 9" X 12" concrete curb along the property frontage.

III. The Applicant shall obtain a letter of permission from the adjacent property owners for construction of any retaining walls and drainage
facilities along the southerly & westerly property lines as shown on the proposed grading plan.

IV. The Applicant shall underground all new utility services including, but not limited to, electrical and telephone.

V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.

VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

GRADING:

I. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:

   a. The grading plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.

   b. A Soils Report shall be prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.

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

   d. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
e. The Applicant is responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicant shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.

f. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.

g. Obtain and submit grading security in a form prescribed by the City Engineer.

h. Obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.

i. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

j. An Erosion Prevention and Sediment Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.

k. Show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

l. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.

m. No increased cross lot drainage shall be allowed.
V. ENFORCEMENT

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

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM: JOHANNA N. CANLAS, City Attorney

ATTEST: ANGELA IVEY, City Clerk
### Material & Color Schedule/Keynotes

<table>
<thead>
<tr>
<th>#</th>
<th>Item Description</th>
<th>Manuf./Color/Finish</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>E. EXTERIOR CEMENT PLASTER</td>
<td>Epoxy</td>
</tr>
<tr>
<td>2</td>
<td>W. EXTERIOR CEMENT PLASTER</td>
<td>Epoxy</td>
</tr>
<tr>
<td>3</td>
<td>STONE TILE</td>
<td>Light Grey, Stained</td>
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<tr>
<td>4</td>
<td>FOGO SCREEN</td>
<td>Steel, Painted</td>
</tr>
<tr>
<td>5</td>
<td>STAIN</td>
<td>Charcoal Grey, Painted</td>
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<td>6</td>
<td>ALUMINUM ALUMINUM SIDING</td>
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**Schedule Notes:**
- Glass Board Rail
- VINYL HERRINGBONE
- EXISTING 8'X10' GRAIN, SPACE VENT
- MECHANICAL 8'X10' GRAIN, SPACE VENT
- 3'X3'6" GRAIN, SPACE ACCESS
- SPIRAL STAIR
- FOGO SCREEN
- EXISTING ROOF TO REMAIN
- BOTTOM OF PILE LOCATED ON TOP OF EXISTING ROOF

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**North Elevation**

**Marview Residence**

4715 Marview Drive

Solana Beach, California

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**West Elevation**

**North Elevation Scale:** 1/8" = 1'-0"

**West Elevation Scale:** 1/8" = 1'-0"
LANDSCAPE GENERAL NOTES:

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

PLANT LEGEND

- TREES
- SHRUBS
- GROUND COVERS

<table>
<thead>
<tr>
<th>SYM</th>
<th>BOTANICAL NAME</th>
<th>COMMON NAME</th>
<th>SIZE</th>
<th>HT.</th>
<th>WCOLs</th>
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<tbody>
<tr>
<td>T1</td>
<td>Podocarpus gracilis</td>
<td>Fern Podocarpus</td>
<td>15 GAL</td>
<td>30'-32' MOD.</td>
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</tr>
<tr>
<td>T2</td>
<td>Cerodendrum deserti</td>
<td>Desert Museum Palo Verde</td>
<td>24 BOX</td>
<td>39'-49' LOW.</td>
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<tr>
<td>T3</td>
<td>Quercus agrifolia</td>
<td>Coast Live Oak</td>
<td>34 BOX</td>
<td>40'-50' V.LOW.</td>
<td></td>
</tr>
<tr>
<td>T4</td>
<td>Magnolia 'LITTLE CEM'</td>
<td>Little Gem Southern Magnolia</td>
<td>15 GAL</td>
<td>30'-32' MOD.</td>
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<th>SYM</th>
<th>BOTANICAL NAME</th>
<th>COMMON NAME</th>
<th>SIZE</th>
<th>HT.</th>
<th>WCOLs</th>
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</thead>
<tbody>
<tr>
<td>AT</td>
<td>Agave tequilana</td>
<td>Agave Tequila</td>
<td>15 GAL</td>
<td>4'-5' LOW.</td>
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<tr>
<td>MP</td>
<td>Agave parryi</td>
<td>Artichoke Agave</td>
<td>15 GAL</td>
<td>2' LOW.</td>
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<tr>
<td>GP</td>
<td>Gustus</td>
<td>Rock Rose</td>
<td>5 GAL</td>
<td>4' LOW.</td>
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<tr>
<td>NP</td>
<td>Galaxorrhiza spectabilis</td>
<td>Shining Pink</td>
<td>5 BOX</td>
<td>8'-10' LOW.</td>
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<tr>
<td>PM</td>
<td>Podocarpus M. var</td>
<td>Shrubby Yew</td>
<td>15 GAL</td>
<td>8'-10' MOD.</td>
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<tr>
<td>F</td>
<td>Festuca M. at</td>
<td>Atlas Fescue</td>
<td>3 GAL</td>
<td>2'-3' LOW.</td>
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<tr>
<td>N</td>
<td>Nardina 'LIMON LINE'</td>
<td>Nardina</td>
<td>3 GAL</td>
<td>3'-4' LOW.</td>
<td></td>
</tr>
<tr>
<td>T3</td>
<td>Agave 'SHARKSKIN'</td>
<td>Sharkskin Agave</td>
<td>15 GAL</td>
<td>3'-4' LOW.</td>
<td></td>
</tr>
<tr>
<td>T4</td>
<td>Aegiocarpus purpureus</td>
<td>Purple Yew</td>
<td>3 GAL</td>
<td>8'-10' LOW.</td>
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<table>
<thead>
<tr>
<th>SYM</th>
<th>COMMON NAME</th>
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<th>WCOLs</th>
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<tr>
<td>HSA</td>
<td>KURAP!</td>
<td>PLUGS 6&quot; O.C.</td>
<td>1'-2' LOW.</td>
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<tr>
<td>PL</td>
<td>SEEDED SERRISS</td>
<td>LITTLE NESTY STONE CROP</td>
<td>4&quot; POTS 6&quot; O.C.</td>
<td>3' LOW.</td>
</tr>
<tr>
<td>GSP</td>
<td>LIMPRANTHUS SPECTABILIS</td>
<td>PURPLE TRAILING ICEPLANT</td>
<td>FLATS 24&quot; O.C.</td>
<td>1' LOW.</td>
</tr>
<tr>
<td>F</td>
<td>LIMPRANTHUS SPECTABILIS</td>
<td>PURPLE TRAILING ICEPLANT</td>
<td>FLATS 24&quot; O.C.</td>
<td>1' LOW.</td>
</tr>
<tr>
<td>T4</td>
<td>3&quot; CRUSHED ROCK</td>
<td>ATLAS FESCUE</td>
<td>FLATS 24&quot; O.C.</td>
<td>1' LOW.</td>
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</tbody>
</table>

Ground covers will include positive surface drainage of planted areas throughout the site.
BACKGROUND:

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

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

The revised project before the Council proposes the construction of a 6,112 square foot single family replacement residence with an attached 982 square foot garage which would require the grading quantities to include 610 cubic yards of excavation for footings, 2,140 cubic yards of fill, 1,530 cubic yards of import and 340 cubic yards of remedial grading. The maximum building height is proposed at 21.6 feet above the existing grade with the highest story pole measured to 254.3 feet above mean sea level (MSL). The project meets two thresholds for the requirement of a DRP, including: 1) an aggregate grading quantity in excess of 100 cubic yards; and 2) construction in excess of 60 percent of the maximum.
allowable floor area. The project requires a SDP because the proposed development exceeds 16 feet in height above the existing grade.

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

**DISCUSSION:**

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

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

- The entire second floor of the proposed structure was removed. This results in a structure with a maximum floor area of 6,694 square feet which is a reduction of 1,936 square feet from the original project design.

- The proposed pad below the residence was lowered 1.7 feet from the previous design to an elevation of 237.3 feet above Mean Sea Level (MSL). The finished floor is proposed at 239 feet above MSL. This would result in a maximum building height of 21.6 feet above the existing grade (at 232.7 MSL) and 17 feet above the proposed grade.

- With the original design, story poles were certified at 25 feet above the existing grade with the tallest point of the structure at 263.0 feet above MSL. As revised, the tallest point of the structure is at the front entry of with a height of 21.6 above the existing grade or 254.3 feet above MSL.

- The lowered building pad would also lower the above ground height of the retaining wall proposed on the northeast side of the garage by 1.4 feet. Although the entire wall is located below the existing grade and would not exceed the maximum fence and wall height, the wall would be 4.8 feet from the proposed grade.

- The Preliminary Grading Plan was revised and the total grading quantity was modified. Overall, the amount of soil to be excavated was increased and the amount of import/fill was decreased by approximately 2,000 cubic yards. The proposed grading quantities for the revised design would be 610 cubic yards of cut, 2,140 cubic yards of fill, 1,530 cubic yards of import and 340 cubic yards of remedial grading onsite.
• The Landscape Plan was revised to remove the proposed *Parkinsonia* 'Desert Museum' Palo Verde that had a mature height and spread of 25 feet that were proposed along the Avocado Place street frontage. The Applicants are proposing to instead plant *Lagerstroemia indica* X *fauriei* "Hopi" Crape Myrtle that has a mature height and spread of 15 feet in their place. All other plant species will remain the same as previously proposed, however, the number and locations of the proposed plants have been modified. This landscape plan has been reviewed by the City’s third-party landscape architect and has been recommended for approval.

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

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

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

* Approve Staff recommendation adopting the attached Resolution 2019-138.
* Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
* Deny the project if all required findings for the DRP cannot be made.

**DEPARTMENT RECOMMENDATION:**

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

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-138 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.


CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]

Gregory Wade, City Manager

Attachments:

1. Updated Resolution 2019-138
2. Resolution 2019-141
3. Revised Project Plans
4. October 23, 2019 Staff Report Package
RESOLUTION NO. 2019-138

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

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

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

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

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

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

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

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

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

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

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

I. That the foregoing recitations are true and correct.

II. That the request for a DRP and a SDP to demolish the existing single-family residence and construct a replacement 6,112 square foot, single-story, single family residence with an attached 982 square foot garage and perform associated site
improvements 731 Avocado Place, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

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

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

**General Plan Consistency:** The project, as conditioned, is consistent with the City's General Plan designation of Estate Residential, which allows for single-family residential development on semirural estate lots with a maximum density range of one to two dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

**Zoning Ordinance Consistency:** The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Estate Residential (ER-2) Zone and cited by SBMC Section 17.020.030.

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

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

a. **Relationship with Adjacent Land Uses:** The development shall be designed in a manner compatible with and complementary to existing development in the immediate vicinity of the project site and the surrounding neighborhood. The development as proposed shall also be compatible in scale, apparent bulk, and massing with such existing development in the surrounding neighborhood. Site planning on or near the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects.
The subject site is located within the Estate Residential (ER-2) Zone. The surrounding neighborhood consists of a mix of one- and two-story, single-family residences.

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

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

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

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

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

The proposed structure would be located towards the northeast corner of the pie-shaped lot. The living area would be made up of a three-car garage, a great room, kitchen, pantry, and dining room, an office, powder room, laundry room, three bedrooms with ensuite bathrooms and a master suite.
The ER-2 Zone requires a 25-foot front yard setback, 10-foot side yard setbacks, and a 40-foot rear yard setback. The proposed residence is setback 25 feet from the front property line which is the eastern property line where the lot abuts Avocado Place. The proposed residence would be setback approximately 11 feet from the north side property line and approximately 55 feet from the western property line. Due to the fact that the property only has three sides, the rear yard setback is taken from the corner of the lot at the point where the north and west property lines are ten feet apart. As designed, the proposed project will comply with the required setbacks.

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

<table>
<thead>
<tr>
<th>Range</th>
<th>Square Feet</th>
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<tbody>
<tr>
<td>0.60 for the first 5,000 SF</td>
<td>3,000 SF</td>
</tr>
<tr>
<td>0.30 for between 5,000 SF-20,000 SF</td>
<td>4,500 SF</td>
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<tr>
<td>0.15 for SF above 20,000 SF</td>
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**Maximum Allowable Floor Area:** 10,397 SF

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

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

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

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct an attached, 982 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

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

The project proposes grading in the amounts of 340 cubic yards of remedial grading, 610 cubic yards of cut, 1,530 cubic yards of import and 2,140 cubic yards of fill. The proposed site grading would create a flat building pad and usable yard area and provide driveway access along the eastern property line.

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

The project site is located within the City’s Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that all light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

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

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

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

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

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

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

B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:
The proposed structure exceeds 16 feet in height above the existing grade, therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Story Pole Height Certification was certified by a licensed land surveyor on March 15, 2019 showing a maximum building height of 25 feet above the existing grade. Notices were mailed to property owners and occupants within 300 feet of the project site establishing a deadline to file for View Assessment by June 20, 2019. One Application for View Assessment was received from the neighbor at 736 Avocado Place.

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

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

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

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

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

[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]

III. The structure is designed and situated in such a manner as to minimize impairment of views.
[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]

IV. CONDITIONS

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

A. Community Development Department Conditions:

I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.

II. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.

III. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on January 22, 2020, and located in the project file with a submittal date of January 15, 2020.

IV. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on January 22, 2020 and the certified story pole plot plan, and will not exceed 21.6 feet in height from the existing grade or 254.3 feet above MSL.

V. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).
VI. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.

VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.

VIII. Any new exterior lighting fixtures shall be in conformance with the City-Wide Lighting Regulations of SBMC 17.60.060.

IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.

X. Due to the property's location within the Dark Sky Area, the outside illumination for aesthetic or dramatic purposes of any building or surrounding landscape, including environmentally sensitive habitat areas (public or private) is prohibited.

XI. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Avocado Place and minimize impact to the surrounding neighbors.

XII. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

II. FIRE ACCESS ROADWAY EXCEPTION: Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.
III. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.

IV. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.

V. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4” high with a ½” inch stroke width for residential buildings, 8” high with a ½” stroke for commercial and multi-family residential buildings, 12” high with a 1” stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

VI. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

VII. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

I. The Applicant is required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 prior to any work being done in the public right-of-way. Per SBMC Section 11.04, the Applicant is required to construct all public improvements along the street frontage to the satisfaction of the City Engineer. These include, but are not limited to:

a. Construction of 8' wide, Stabilized, Compacted Decomposed Granite graded at 2% towards the curb.
b. Provide improvements to Avocado road along the Property frontage consistent with the Proposed Engineering Plan Prepared by Pasco Engineering Dated 11/18/19 to the satisfaction of the City Engineer.

c. Construction of 19" Swale along property frontage.

d. Construction of SDRSD G-14 driveway approaches.

e. Construction of 2' wide concrete spillway.

f. Asphalt paving along Avocado Pl.

II. The Applicant shall record the Encroachment Maintenance Removal Agreement (EMRA) with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all improvements in the Public Right-Of-Way including but not limited to:

a. 2' wide concrete spillway.

III. A 4-foot width of property frontage along Avocado Place shall be dedicated to the City of Solana Beach as Public Right-Of-Way. The Applicant shall provide the Plat and Legal Description prepared by a Registered Civil Engineer prior to Final Inspection of the Building Permit.

IV. The Applicant shall underground all new utility services, including but not limited to electrical and telephone.

V. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.

VI. Construction fencing shall be located on the subject property unless the Applicant has obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

VII. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:

a. The Applicant shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
b. The Applicant shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.

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

d. The Applicant shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.

e. The Applicant is responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicant shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.

f. Cut and fill slopes shall be set back from site boundaries and buildings shall be set back from cut or fill slopes in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.

g. The Applicant shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.
h. The Applicant shall obtain and submit grading security in a form prescribed by the City Engineer.

i. The Applicant shall obtain haul permit for import / export of soil. The Applicant shall transport all excavated material to a legal disposal site.

j. The Applicant shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

k. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicant. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.

l. The Applicant shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.

m. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.

n. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.

o. The building permit shall be issued concurrently with the grading permit.

p. No increased cross lot drainage shall be allowed.
q. The Applicant shall prepare a City of Solana Beach Storm Water Checklist for Determination of Project Category to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.

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

a. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan.

b. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.

c. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.

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

a. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.

b. A sewer permit and encroachment permit are required for the private sewer lateral. The Applicant shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines within the public right of way before backfilling.

V. ENFORCEMENT

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

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

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

AYES: Councilmembers –

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ATTEST:

ANGELA IVEY, City Clerk
RESOLUTION NO. 2019-141

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

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

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

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

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

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

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

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

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

1. That the foregoing recitations are true and correct.

2. The portion of the public street right-of-way described and shown on Exhibits A and B of this Resolution shall be vacated.

3. That the City Council authorizes the City Clerk to certify a copy of this resolution and have it recorded at the County of San Diego Recorder in accordance with Section 8325 of the Streets and Highway Code.
PASSED AND ADOPTED this 22nd day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

JEWEL EDSON, Mayor

APPROVED AS TO FORM: JOHANNA N. CANLAS, City Attorney

ATTEST: ANGELA IVEY, City Clerk
Harris Residence
PROPOSED RESIDENCE FOR:
HARRIS RESIDENCE
731 AVOCADO PLACE
DEL MAR, CALIFORNIA, 92014
STAFF REPORT
CITY OF SOLANA BEACH

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

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

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

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

CITY COUNCIL ACTION:

AGENDA ITEM B.2.
DISCUSSION:

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

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

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

Figure 1 (below) shows the subject lot with the proposed topography and footprint of the proposed structure:
Table 1 (below) provides a comparison of the SBMC applicable zoning regulations with the Applicants’ proposed design.

<table>
<thead>
<tr>
<th>LOT INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Address:</strong></td>
<td>731 Avocado Pl.</td>
</tr>
<tr>
<td><strong>Lot Size (Net):</strong></td>
<td>39,310 ft²</td>
</tr>
<tr>
<td><strong>Max. Allowable Floor Area:</strong></td>
<td>10,397 ft²</td>
</tr>
<tr>
<td><strong>Proposed Floor Area:</strong></td>
<td>8,630 ft²</td>
</tr>
<tr>
<td><strong>Below Max. Floor Area by:</strong></td>
<td>1,767 ft²</td>
</tr>
<tr>
<td><strong>Max. Allowable Height:</strong></td>
<td>25 ft</td>
</tr>
<tr>
<td><strong>Max. Proposed Height:</strong></td>
<td>25 ft</td>
</tr>
<tr>
<td><strong>Highest Point/Ridge:</strong></td>
<td>25 ft / 263.0 MSL</td>
</tr>
<tr>
<td><strong>Overlay Zone(s):</strong></td>
<td>Dark Sky Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPOSED PROJECT INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Floor Area Breakdown:</strong></td>
<td></td>
</tr>
<tr>
<td>Proposed First Floor:</td>
<td>5,518 ft²</td>
</tr>
<tr>
<td>Proposed Second Floor:</td>
<td>1,582 ft²</td>
</tr>
<tr>
<td>Proposed First Floor Garage:</td>
<td>976 ft²</td>
</tr>
<tr>
<td>Proposed First Floor Entry:</td>
<td>142 ft²</td>
</tr>
<tr>
<td>Proposed First Floor Cover Patio:</td>
<td>464 ft²</td>
</tr>
<tr>
<td>Proposed Second Floor Deck:</td>
<td>348 ft²</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td>9,030 ft²</td>
</tr>
<tr>
<td>Off Street Parking Exemption:</td>
<td>- 400 ft²</td>
</tr>
<tr>
<td><strong>Total Floor Area:</strong></td>
<td>8,630 ft²</td>
</tr>
</tbody>
</table>

| **Proposed Grading:** | 230 cubic yards of cut, 4,200 cubic yards of fill, 3,970 cubic yards of import, and 340 cubic yards of removal and recompaction |

| **Proposed Parking:** | 3-Car Garage |
| **Proposed Fences and Walls:** | Yes |
| **Proposed Accessory Dwelling Unit:** | No |
| **Proposed Accessory Structure:** | No |

| **Existing Development:** | Two-story, single-family residence with an attached one-car garage |

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

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

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

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2019-138 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.

2. The proposed development complies with the development review criteria.

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

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

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

**Relationship with Adjacent Land Uses:**

The property is located within the ER-2 Zone. The surrounding neighborhood consists of a mix of properties that are one- and two-story, single-family residences. The project site is currently developed with a two-story, single-family residence with an attached garage.

The project, as designed, is consistent with the permitted uses for the ER-2 Zone as described in Solana Beach Municipal Code (SBMC) Sections 17.20.010 and 17.12.020, which permits one single-family residence and one ADU per lot. The property is designated Estate Residential in the General Plan and intended for residential development with a maximum density of one to two dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City’s Specific Plan areas; however, it is located within the boundaries of the Dark Sky Area and within the Coastal Zone. As a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior
to the issuance of Building or Grading Permits. In addition, subject to the conditions of approval the project could be found to be in conformance with the regulations of the Dark Sky Area.

Building and Structure Placement:

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

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

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

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

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

<table>
<thead>
<tr>
<th>Area Range</th>
<th>Floor Area Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.60 for the first 5,000 SF</td>
<td>3,000 SF</td>
</tr>
<tr>
<td>0.30 for between 5,000 SF-20,000 SF</td>
<td>4,500 SF</td>
</tr>
<tr>
<td>0.15 for SF above 20,000 SF</td>
<td>2,897 SF</td>
</tr>
<tr>
<td><strong>Maximum Allowable Floor Area:</strong></td>
<td><strong>10,397 SF</strong></td>
</tr>
</tbody>
</table>

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

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

The properties evaluated in this comparison are located in the ER-2 Zone. The existing homes range in size from 1,448 square feet to 6,391 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include the garage, decks or covered patios in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the existing and proposed garages as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Area (ft²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Gross Building Area:</td>
<td>9,030</td>
</tr>
<tr>
<td>Delete Garage:</td>
<td>- 976</td>
</tr>
<tr>
<td>Delete First Floor Entry:</td>
<td>- 142</td>
</tr>
<tr>
<td>Delete First Floor Cover Patio:</td>
<td>- 464</td>
</tr>
</tbody>
</table>
Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

<table>
<thead>
<tr>
<th>#</th>
<th>Property Address</th>
<th>Lot Size in ft² (GIS)</th>
<th>Existing ft² Onsite (Assessor's)</th>
<th>Proposed / Recently Approved ft²</th>
<th>Max. Allowable ft²</th>
<th>Zone</th>
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<tbody>
<tr>
<td>1</td>
<td>1084 HIGHLAND DR</td>
<td>43,124</td>
<td>1,950</td>
<td></td>
<td>10,969</td>
<td>ER-2</td>
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<tr>
<td>2</td>
<td>0 HIGHLAND DR</td>
<td>20,334</td>
<td>Vacant</td>
<td></td>
<td>7,550</td>
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<tr>
<td>3</td>
<td>778 RAMONA PL</td>
<td>24,829</td>
<td>4,598</td>
<td></td>
<td>8,224</td>
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<tr>
<td>4</td>
<td>986 AVOCADO PL</td>
<td>31,799</td>
<td>Vacant</td>
<td></td>
<td>9,270</td>
<td>ER-2</td>
</tr>
<tr>
<td>5</td>
<td>708 AVOCADO PL</td>
<td>21,780</td>
<td>2,795</td>
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Fences, Walls and Retaining Walls:

Within the front yard setback area, SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 2 feet that is 50% open to light and air.

A retaining wall that ranges in height from 0 to 3 feet as measured from the existing grade is proposed along the entire western property line and along the southernmost 35 feet of the eastern property line. As viewed from the property south of the subject lot, this wall would range in height from 1 foot to 3.6 feet as measured from the proposed finished grade. An additional retaining wall is proposed that would be constructed entirely below the existing grade but would have a height of 3.5 feet above the proposed grade at the northeast corner of the proposed residence. The proposed retaining walls comply with the fence and wall height regulations of the SBMC. If the Applicants decide to modify any of the proposed walls or construct additional fences and walls on the project site, a condition of project approval indicates that they would be required to be in compliance with the Municipal Code.

Landscape:

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City’s third-party landscape architect, who has recommended approval. The Applicants propose to plant five Desert Museum Palo Verde Trees along the frontage of Avocado Place that would have a mature height of 25 feet and a canopy span of approximately 25 feet. In addition, the Applicants propose to maintain an existing pine tree towards the center of the rear yard area. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City’s third-party landscape architect for conformance with the conceptual plan. In addition, the City’s third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-conserving irrigation systems are required to be incorporated into the landscaping to the extent feasible.

Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct an attached, 976 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt.
from the floor area calculation. Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

Grading:

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

Partial Street Dedication:

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

A. For a period of five consecutive years, the street or highway has been impassable for vehicular travel; and

B. No public money was expended for maintenance on the street or highway during such period.

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

1. The excess right-of-way is not being used for street purposes or maintained by the City. Staff cannot find any evidence that the excess right-of-way has ever been used for street purposes.

2. There are no plans to use the excess right-of-way and the vacation does not affect the Circulation Element of the General Plan.

3. A minimum right-of-way width of 48-feet would remain after the vacation, which meets the Circulation Element recommendations.

4. The attached Resolution 2019-141 (Attachment 3) for the partial street vacation includes legal descriptions and plats. If approved by the City Council, the Resolution would be recorded at the County Recorder. The proposed vacation was published and posted in accordance with Sections 8320, 8322 and 8323 of the Streets and Highways Code.
Lighting:

The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that all light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

Usable Open Space:

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

Structure Development Permit Compliance:

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

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

The Applicants are requesting that the City Council reconsider the VAC recommendation and approve the project as designed.

The Council may approve, or conditionally approve, a Structure Development Permit only if all of the findings listed below can be made:

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

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

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

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

5. The proposed structure is compatible with the immediate neighborhood character.

The SDP findings have been left blank in the attached draft Resolution and would be updated to reflect the determination of the Council. If the Council is not able to make the required findings and upholds the VAC’s recommendation, the project shall be continued for a redesign or denied based on Council’s direction.

In conclusion, the proposed project, as conditioned, and dependent upon the Council’s determination on the SDP, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2019-138 for Council’s consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the Community Development, Engineering, and Fire Departments are incorporated in the Resolution of Approval. Additionally, as a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of a Building Permit. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the public hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

Public Hearing Notice:

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on October 11, 2019. As of the date of preparation of this Staff Report, Staff has not received any
formal correspondence from neighbors or interested parties in support of, or in opposition to, the proposed project.

**CEQA COMPLIANCE STATEMENT:**

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

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation adopting the attached Resolution 2019-138.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a SDP and DRP.
- Deny the project if all required findings for the DRP or SDP cannot be made.

**DEPARTMENT RECOMMENDATION:**

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

2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2019-138 conditionally approving a Development Review Permit (DRP) and Structure Development Permit (SDP) to demolish the existing single-family residence and construct a replacement two-story, single-family residence with an attached garage and perform associated site improvements at 731 Avocado Place, Solana Beach.
CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

[Signature]

Gregory Wade, City Manager

Attachments:

1. Resolution 2019-138
2. Project Plans
3. Resolution 2019-141
4. VAC Notice of Recommendation
RESOLUTION NO. 2019-138

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

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

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

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

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

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

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

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

I. That the foregoing recitations are true and correct.

II. That the request for a DRP and a SDP to demolish the existing single-family residence and construct a replacement 8,054 square foot, two-story, single family residence with an attached 976 square foot garage and perform associated site improvements 731 Avocado Place, is conditionally approved based upon the following Findings and subject to the following Conditions:

III. FINDINGS

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

**General Plan Consistency:** The project, as conditioned, is consistent with the City's General Plan designation of Estate Residential, which allows for single-family residential development on semirural estate lots with a maximum density range of one to two dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

**Zoning Ordinance Consistency:** The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Estate Residential (ER-2) Zone and cited by SBMC Section 17.020.030.

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

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

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

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

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

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

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

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

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

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

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

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

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<th>Floor Area Calculation</th>
<th>Maximum Allowable Floor Area</th>
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<td>0.60 for the first 5,000 SF</td>
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<tr>
<td>0.30 for between 5,000 SF-20,000 SF</td>
<td>4,500 SF</td>
</tr>
<tr>
<td>0.15 for SF above 20,000 SF</td>
<td>2,897 SF</td>
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The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. A Landscape Documentation Package is required for new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review. The Applicants provided a conceptual landscape plan that has been reviewed by the City's third-party landscape architect, who has recommended approval. The Applicants will be required to submit detailed construction landscape drawings that will be reviewed by the City's third-party landscape architect for conformance with the conceptual plan. In addition, the City's third-party landscape architect will perform inspections during the construction phase of the project. A separate condition has been added to require that native or drought-tolerant and non-invasive plant materials and water-

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

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

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants are proposing to construct an attached, 976 square foot, three-car garage and storage area accessed by a driveway along the eastern property line. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. Two spaces are required, therefore, the garage area of 400 square feet is exempt from the project's floor area calculation.

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

The project proposes grading in the amounts of 20 cubic yards of excavation for footings, 340 cubic yards of removal and recompaction for slabs, 230 cubic yards of cut, 3,970 cubic yards of import and 4,200 cubic yards of fill. The proposed site grading would create a flat building pad and usable yard area in the center of the lot and provide driveway access along the eastern property line.

f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).
The project site is located within the City's Dark Sky Area which has specific lighting regulations to preserve the traditional semirural character of the area which includes low levels of nighttime illumination. These regulations prohibit the outside illumination for aesthetic or dramatic purposes of any building and/or surrounding landscape, including environmentally sensitive habitat areas (public or private). Conditions of project approval include that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060); that all light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area; and that aesthetic illumination of the proposed residence or landscaping is prohibited.

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

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

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

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

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

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

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

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

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

The Applicants are requesting that the City Council reconsider the VAC recommendation and approve the project as designed.

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

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

[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]

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

[To be completed once Council has made a determination]
V. The proposed structure is compatible with the immediate neighborhood character.

[To be completed once Council has made a determination]

IV. CONDITIONS

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

A. Community Development Department Conditions:

I. The Applicants shall pay required Public Facilities Fees, as established by SBMC Section 17.72.020 and Resolution 1987-36.

II. The Applicants shall pay required Fire Mitigation, Park Development and Public Use Facilities Impact Fees, as established by SBMC Chapter 15.60, Chapter 15.65, Chapter 15.66, and Resolution 2018-147.

III. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on October 23, 2019, and located in the project file with a submittal date of May 16, 2019.

IV. Prior to requesting a framing inspection, the Applicants shall be required to submit a height certification, signed by a licensed land surveyor, certifying that the building envelope (which is represented by the story poles) is in conformance with the plans as approved by the City Council on October 23, 2019 and the certified story pole plot plan, and will not exceed 25 feet in height from the existing grade or 263 feet above MSL.

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

VI. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of a grading or building permit.

VII. Native or drought tolerant and non-invasive plant materials and water conserving irrigation systems shall be incorporated into any proposed landscaping and compatible with the surrounding area to the extent feasible.

VIII. Any new exterior lighting fixtures shall be in conformance with the City-
Wide Lighting Regulations of SBMC 17.60.060.

IX. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities that render them detrimental to the surrounding area.

X. Due to the property's location within the Dark Sky Area, the outside illumination for aesthetic or dramatic purposes of any building or surrounding landscape, including environmentally sensitive habitat areas (public or private) is prohibited.

XI. Construction vehicles shall be parked on the subject property at all times when feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on Avocado Place and minimize impact to the surrounding neighbors.

XII. The Applicants shall connect to temporary electrical service as soon as feasible to the satisfaction of the City.

B. Fire Department Conditions:

I. ACCESS ROAD MINIMUM DIMENSIONS: Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet, curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two single-family dwellings, shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

II. FIRE ACCESS ROADWAY EXCEPTION: Gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

III. GATES: All gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Solana Beach Fire Department standards.

IV. OBSTRUCTION OF ROADWAYS DURING CONSTRUCTION: All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Solana Beach Fire Department.
V. ADDRESS NUMBERS: STREET NUMBERS: Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

VI. AUTOMATIC FIRE SPRINKLER SYSTEM-ONE AND TWO FAMILY DWELLINGS: Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

VII. CLASS “A” ROOF: All structures shall be provided with a Class “A” Roof covering to the satisfaction of the Solana Beach Fire Department.

C. Engineering Department Conditions:

I. Obtain an Improvement Permit in accordance with Chapter 11.20 of the Solana Beach Municipal Code, prior to the construction of any improvements within the public right-of-way including, but not limited to, demolition and construction of surface improvements as follows:

a. Provide improvements to Avocado Place along the property frontage consistent with the Proposed Engineering Plan Prepared by Pasco Engineering Dated 1/30/19 to the satisfaction of the City Engineer.

b. Construct a 19" swale along property frontage.

c. Construct an 8-foot wide stabilized Compacted Decomposed Granite (D.G.) parking area, contiguous with the swale.

d. Construct SDRSD G-14 driveway approaches.

e. Construct a 2' wide concrete spillway.

f. All proposed improvements within the public right-of-way shall comply with City standards including, but not limited to, the Off-Street Parking Design Manual.
II. All construction demolition materials shall be recycled according to the City's construction and demolition debris recycling program and an approved Waste Management Plan shall be submitted.

III. An Encroachment Maintenance Removal Agreement (EMRA) shall be recorded against this property for all private improvements within the public right-of-way including, but not limited to, the 2' wide Concrete Spillway in the public right-of-way at the southern corner of the property.

IV. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the Solana Beach municipal code which allows otherwise.

V. A detention basin easement shall be recorded for maintenance of the detention basin by the property owner in perpetuity, prior to the occupancy of this project.

VI. A 4' width of property frontage along Avocado Place shall be dedicated to the City of Solana Beach as Public Right-Of-Way. The Applicants shall provide the Plat and Legal Description prepared by a Registered Civil Engineer prior to final inspection.

XIII. Obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:

a. The Grading Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code. The Grading Plan shall be in accordance with the Preliminary Grading Plan and the Preliminary Hydrology Study prepared by Pasco, Laret, Suiter, and Associates, dated 1/31/19 and 7/16/18 respectively. All recommendations of the Hydrology Study shall be incorporated into the Grading Plan.

b. A Soils Report shall be prepared by a registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.

c. All retaining walls and drainage structures shall be shown. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a
surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.

d. The grading plan shall show post-development storm water Best Management Practices (BMP’s) that reduce pollutant discharges from the site. For example, maximize permeable areas (landscaping, driveway grass strips, gravel paths, concrete pavers on sand) to allow runoff seepage into the ground and drain impermeable surfaces (roofs, hardscape, driveways) to permeable areas (i.e. planted areas) and other approved pollutant treatment BMP’s.

e. The Applicants shall prepare a City of Solana Beach Storm Water Checklist for Standard Projects to address potential water quality impacts to ensure that pollutants and runoff from this development are reduced to the maximum extent practicable.

f. The Applicants are responsible to protect the adjacent properties during construction. If any grading or other types of construction are anticipated beyond the property lines, the Applicants shall obtain a written permission from the adjoining property owners for incidental grading or construction that may occur and submit the letter to the City Engineer prior to the anticipated work.

g. Pay grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal. Inspection fees shall be paid prior to issuance of the grading permit.

h. Obtain and submit grading security in a form prescribed by the City Engineer.

i. Obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.

j. Submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

k. An Erosion Control Plan shall be prepared. Best management practices shall be developed and implemented to manage storm
water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.

I. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.

m. No increased cross lot drainage shall be allowed.

n. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.

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

a. Pay improvement plan check fee in accordance with the current Engineering Fee Schedule prior to approval of the improvement plan.

b. Improvement inspection fee shall be paid prior to the issuance of an Improvement Permit.

c. Obtain and submit securities to guarantee the improvements in a form prescribed by the City of Solana Beach.

VII. Sewer permit required for private sewer lateral. The Applicants shall coordinate with the Public Works inspector to allow the inspector to inspect the entire length of the private sewer lines within the public right of way before backfilling.

VIII. The Applicants shall pay in full the one-time sewer capacity/connection fees of $4500.00 per Equivalent Dwelling Unit
IX. Pay in full the prorated portion of the current annual sewer charge for the remainder of the fiscal year.

V. ENFORCEMENT

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

VI. EXPIRATION

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

VII. INDEMNIFICATION AGREEMENT

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Solana Beach, California, held on the 23rd day of October, 2019, by the following vote:

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

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM: ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney
______________________________
ANGELA IVEY, City Clerk
RESOLUTION NO. 2019-141

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

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

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

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

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

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

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

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

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

1. That the foregoing recitations are true and correct.

2. The portion of the public street right-of-way described and shown on Exhibits A and B of this Resolution shall be vacated.

3. That the City Council authorizes the City Clerk to certify a copy of this resolution and have it recorded at the County of San Diego Recorder in accordance with Section 8325 of the Streets and Highway Code.
PASSED AND ADOPTED this 23rd day of October 2019, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

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

______________________________
DAVID A. ZITO, Mayor

APPROVED AS TO FORM:                      ATTEST:

______________________________
JOHANNA N. CANLAS, City Attorney

______________________________
ANGELA IVEY, City Clerk
BACKGROUND:

On June 28, 2017, the City Council (Council) adopted Resolution 2017-018 approving the establishment of the Transportation Impact Fee (TIF). A provision was included as part of the adoption to adjust the TIF annually effective July 1st of each fiscal year based on the annual percentage increase in the “Los Angeles Construction Cost Index” (LACCI), as compiled and reported by Engineering News Record. On January 8, 2020, Council approved the second reading of Ordinance 509 that changed the annual effective date for the TIF from July 1st to January 1st. The TIF has never been adjusted.

On November 28, 2018, the City Council adopted Resolution 2018-147 approving the establishment of the Fire Mitigation Impact Fee (FMIF), the Park Development Impact Fee (PDIF) and the Public Use Facilities Impact Fee (PUFIF) (Impact Fees). A provision was included as part of the adoption to adjust the Impact Fees annually effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior calendar year period January through December. On January 8, 2020, Council approved the second reading of Ordinances 510, 511, and 512 that changed the annual effective date for the FMIF, PDIF, and PUFIF, respectively, from July 1st to January 1st. The Impact Fees have never been adjusted.

The changes in the annual adjustment from July 1st to January 1st for the TIF and Impact Fees was due to limitations discovered in the numbering system in the City’s new permitting and land management software, TRAKiT, that was implemented in July.
2019. TRAKiT could not accommodate fee schedule changes based on the calendar year with the City’s current numbering system.

This item is before the City Council to consider adoption of Resolution 2020-009 (Attachment 1) approving a 1.6% adjustment in the TIF and a 2.5% adjustment in the FMIF, PDIF, and PUFIF effective March 23, 2020.

**DISCUSSION:**

As part of the adoption of the TIF on June 28, 2017, Resolution 2017-018 provided for an annual adjustment effective July 1st of each fiscal year based on the annual percentage increase in the LACCI, as compiled and reported by Engineering News Record. No adjustment to the TIF has been made since its adoption and the effective date was changed from July 1st to January 1st by Ordinance 509.

Staff is recommending that the annual adjustment be based on the change in the LACCI for the prior twelve-month period June to May. Unlike the Impact Fees adopted by Resolution 2018-147, the adoption of the TIF did not include a cap on any annual adjustment. The annual cap approved for the Impact Fees for any adjustment is 2.5%. The change in the LACCI for the prior twelve-month period June 2018 to May 2019 was 1.6% as shown in the following table:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>MONTH</th>
<th>CCI</th>
<th>%CHG</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>June</td>
<td>11940.25</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>May</td>
<td>12130.66</td>
<td>1.6%</td>
</tr>
</tbody>
</table>

\[
\text{Adjustment} = \frac{(12130.66 - 11940.25)}{11940.25} = 1.6\%
\]

The adjustment being recommended for the TIF update effective March 23, 2020 is 1.6%. Though no cap currently exists for the TIF, this would fall under the cap adopted for the Impact Fees. The updated TIF fees using the 1.6% adjustment are shown on the following table:

<table>
<thead>
<tr>
<th>FEE RATE CATEGORY</th>
<th>PROPOSED</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential – Single Family</td>
<td>$15,965</td>
<td>$15,714 per unit</td>
</tr>
<tr>
<td>Residential – Condo &amp; Multi-Family</td>
<td>$11,385</td>
<td>$11,206 per unit</td>
</tr>
<tr>
<td>Residential – Accessory Dwelling Unit</td>
<td>$3,992</td>
<td>$3,929 per unit</td>
</tr>
<tr>
<td>Retail, Commercial &amp; Shopping</td>
<td>$17,346</td>
<td>$17,073 per KSF</td>
</tr>
<tr>
<td>Office &amp; Employment Center</td>
<td>$10,682</td>
<td>$10,514 per KSF</td>
</tr>
<tr>
<td>Industrial</td>
<td>$3,136</td>
<td>$3,087 per KSF</td>
</tr>
<tr>
<td>Lodging &amp; Resort</td>
<td>$11,145</td>
<td>$10,969 per KSF</td>
</tr>
<tr>
<td>Educational &amp; Institutional</td>
<td>$9,391</td>
<td>$9,243 per KSF</td>
</tr>
<tr>
<td>Other</td>
<td>$134.91</td>
<td>$132.79 per TDU</td>
</tr>
</tbody>
</table>

KSF = 1,000 square ft
TDU = Travel Demand Unit
In contrast to the TIF, Resolution 2018-147 that adopted the Impact Fees provided for annual adjustments effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index. The Impact Fees also included a cap in that the adjustment cannot exceed 2.5% annually for the prior calendar year period January through December regardless of the CIP-U changes. The first adjustment of the Impact Fees was planned to be effective July 1, 2019, but the Impact Fees were not adjusted at that time. On January 8, 2020, the effective date was changed from an annual adjustment on July 1st to annual adjustment on January 1st by Ordinances 510 through 512.

Staff is recommending that the annual adjustment to the Impact Fees be 2.5% effective March 23, 2020, because the change in the San Diego-Carlsbad CPI-U for the prior twelve-month period June to May was 3.8%, which exceeded the 2.5% annual cap. If approved by Council, the updated Impact Fees using the 2.5% adjustment would be as shown on the following table:

<table>
<thead>
<tr>
<th>Land-use Category</th>
<th>Fire Mitigation Impact Fee (FMIF)</th>
<th>Park Development (PDIF)</th>
<th>Public Use Facilities (PUFIF)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposed</td>
<td>Current</td>
<td>Proposed</td>
</tr>
<tr>
<td>Detached Dwellings (units)</td>
<td>$1,803</td>
<td>$1,759</td>
<td>$7,086</td>
</tr>
<tr>
<td>Attached Dwellings (units)</td>
<td>$254</td>
<td>$248</td>
<td>$5,127</td>
</tr>
<tr>
<td>Hotels/Motels (keyed rooms)</td>
<td>$852</td>
<td>$832</td>
<td>No Fee</td>
</tr>
<tr>
<td>Commercial/Service (sq.ft)</td>
<td>$0.133</td>
<td>$0.130</td>
<td>No Fee</td>
</tr>
<tr>
<td>Office/Professional (sq.ft)</td>
<td>$0.143</td>
<td>$0.140</td>
<td>No Fee</td>
</tr>
<tr>
<td>Light Industrial (sq.ft)</td>
<td>$0.010</td>
<td>$0.010</td>
<td>No Fee</td>
</tr>
<tr>
<td>Public/Institutional Uses (sq. ft)</td>
<td>$0.051</td>
<td>$0.050</td>
<td>No Fee</td>
</tr>
</tbody>
</table>

* Applied to square footage of new bedrooms only

Government Code section 66017(a) provides that "[a]ny action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use...shall be effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge." These fee adjustments were properly noticed. If the Council approves the adjustments, after conducting a public hearing, the earliest that they can be effective is in 60 days, which falls on a Sunday. Staff therefore recommends the adjustments be effective as of Monday, March 23, 2020.

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.
FISCAL IMPACT:

An adjustment to the City’s TIF, FMIF, PDIF, and PUFIF helps to maintain impact fees at appropriate levels over time by accounting for inflation and allows support for future development. Such revenues must be deposited in separate dedicated accounts and the Mitigation Fee Act requires specific accounting and reporting procedures.

WORK PLAN:

Fiscal Sustainability.

OPTIONS:

- Approve Staff Recommendation.
- Approve Staff Recommendation with modifications.
- Provide direction.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council:


2. Consider adoption of Resolution No. 2020-009 approving a 1.6% adjustment in the TIF and a 2.5% adjustment in the FMIF, PDIF, and PUFIF effective March 23, 2020.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Resolution No. 2020-009
RESOLUTION NO. 2020-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, ADJUSTING THE TIF, FMIF, PDIF, AND PUFIF FEES EFFECTIVE MARCH 23, 2020

WHEREAS, the City of Solana Beach has identified the need for multi-modal transportation; fire suppression/rescue facilities, vehicles and equipment; park acquisition and park infrastructure development; and dedicated public use facilities development that are available to community groups and individuals for meetings and other civic functions to adequately serve projected future growth and redevelopment within the incorporated city limits; and

WHEREAS, an impact fee is a commonly used and well-accepted means of mitigating the impacts created by future growth. Public agencies regularly impose impact fees on new development to fund a variety of public facilities, including roads, sewer and water facilities, libraries, parks, and schools; and

WHEREAS, recent surveys of local and regional agencies in California indicate that most agencies impose some form of fire mitigation, park, and dedicated public use facilities development impact fees; and

WHEREAS, the California Mitigation Fee Act authorizes local agencies to impose impact fees upon making certain findings, which may include certain annual adjustments for inflation; and

WHEREAS, on June 28, 2017, the City Council (Council) adopted Resolution 2017-018 establishing the Transportation Impact Fee (TIF); and

WHEREAS, Resolution 2017-018 provided for adjusting the TIF annually effective July 1st of each fiscal year based on the annual percentage increase in the “Los Angeles Construction Cost Index” (LACCI), as compiled and reported by Engineering News Record and the change in the LACCI for the prior twelve-month period June 2018 to May 2019 was 1.6%; and

WHEREAS, on January 8, 2020, Council approved the second reading of Ordinance 509 that changed the annual effective date for the TIF adjustments from July 1st to January 1st; and

WHEREAS, on November 28, 2018, the City Council adopted Resolution 2018-147 establishing of the Fire Mitigation Impact Fee (FMIF), the Park Development Impact Fee (PDIF) and the Public Use Facilities Impact Fee (PUFIF) (collectively, Impact Fees); and
WHEREAS, Resolution 2018-147 provided for adjusting the Impact Fees annually effective July 1st of each fiscal year based on the San Diego-Carlsbad Consumer Price Index (CPI), All Items, for All Urban Consumers (CPI-U) Index for the prior calendar year period January through December with a cap of 2.5% and the change in the CPI-U for the prior twelve-month period June 2018 to May 2019 was 3.8%, which exceeded the 2.5% cap; and

WHEREAS, on January 8, 2020, Council approved the second reading of Ordinances 510, 511, and 512 that changed the annual effective date for the FMIF, PDIF, and PUFIF, respectively, from July 1st to January 1st; and

WHEREAS, the TIF, FMIF, PDIF and PUFIF have not been adjusted for inflation since their adoption; and

WHEREAS, Government Code section 66017(a) provides that “[a]ny action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use...shall be effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge”; and

WHEREAS, on January 22, 2020, the Council conducted a properly noticed public hearing and heard public testimony.

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

1. That the foregoing recitations are true and correct.

2. That the TIF shall include an annual adjustment for inflation for 2020 in the amount of 1.6% effective March 23, 2020.

3. That the FMIF, PDIF, and PUFIF shall include an annual adjustment for inflation for 2020 in the amount of 2.5% effective March 23, 2020.
PASSED AND ADOPTED this 22ND day of January 2020, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following:

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

__________________________
JEWEL EDSON, Mayor

APPROVED AS TO FORM:

__________________________
JOHANNA N. CANLAS, City Attorney

ATTEST:

__________________________
ANGELA IVEY, City Clerk
The Lomas Santa Fe Corridor Improvement Project (the “Project”) has been in the City’s Work Plan for the last few years. Phase I and Phase II of the Project were performed during Fiscal Year (FY) 2016/17 and 2017/2018, respectively. Early phases of the project included a Community Walk Audit, identification of infrastructure deficiencies, preparation of a feasibility analysis, development of design options, several community workshops and two City Council meetings.

After receiving project updates and public input, City Council ultimately directed Staff to move forward with the final design phase of the project with the specific direction that no roundabouts be studied and that four lanes be maintained throughout the corridor.

At the February 19, 2019 City Council meeting, the Council authorized the City Manager to enter into a Professional Service Agreement (PSA) with Michael Baker International (MBI) for preparation of final engineering plans, specifications and cost estimate for the Project. Since that time, an Open House was held in May 2019 and a Community Workshop was held in October 2019.

This item is before the City Council to present an update on the Lomas Santa Fe Corridor Improvement Project and obtain comments and direction.

DISCUSSION:

During the City Council meeting held on September 26, 2018, Council provided a series of specific directions to the design team that included:
• No roundabouts
• Maintaining four lanes of travel along the entire corridor
• Introducing a multiuse trail along north side of Lomas Santa Fe Drive on the east side of Interstate 5
• Consider extending the multiuse trail west of the I-5 interchange and as far west as possible
• Introduce more landscaping
• Consider allowing Homeowners Associations to connect into the recycled water line that runs down Lomas Santa Fe Drive
• Improve outreach for future workshops and community meetings

Since the PSA with MBI was approved in February 2019, design work and community outreach has taken place. Using designs that were developed as part of the preliminary engineering (Phase II) and comments received at the September 2018 City Council meeting, MBI developed design concept plans that were presented to the community at an Open House held in May 2019. Approximately 125 people attended the Open House at which the design concept plans were shown and feedback was solicited on the concept plans, landscape options and bicycle route options on the west side of Interstate 5. Some of the comments received at the Open House included technical geometric issues (width and number of lanes, turn lanes), facilities for pedestrians and bicycles, safety concerns, aesthetics, operational concerns, transit along the corridor and other suggestions related to emergency services.

The feedback from the Open House was used to develop the refined design concept plans, which were equivalent to 30% design plans. These 30% design plans were presented at a well-attended Community Workshop held on October 30, 2019. At the Workshop, the room was divided into eight separate stations where members of the community remained at one station and the design team rotated around with a different segment of the project until all stations were presented information on each of the eight segments of the project.

Also at the October Workshop, a Corridor Tour Guide (Attachment 1) was presented to each attendee that detailed the key improvements to various areas of the corridor, provided information on what had changed since the May 2019 Open House and provided space for comments. The comments and feedback from the Workshop has been used to update the plans to develop 60% level designs for the proposed corridor improvements.

To improve public participation at both the Open House and Community Workshop, Staff sent out multiple eblasts and targeted emails and placed the City’s electronic changeable message sign on Lomas Santa Fe Drive on both sides of the freeway in each direction starting about two weeks before the events. Emails were sent using a compiled list of all those who had previously expressed interest in the project, from event sign-in sheets and from those who submitted comments during previous phases of the project. These outreach measures appeared successful as over 100 people
attended both the May 2019 Open House and the October 2019 Community Workshop. An eblast and two targeted emails were also sent out for tonight’s Council meeting.

CEQA COMPLIANCE STATEMENT:

Once the design components are finalized, the project will be evaluated for the appropriate level of environmental review.

FISCAL IMPACT:

Full funding for Phase III of the Project has been identified. The funding sources for Phase III include a SANDAG Active Transportation Grant in the amount of $616,050 and City matching funds in the amount of $68,450, which will be taken from the City’s TransNet funds that were appropriated as part of the amendments to the FY 2018/19 Adopted Budget.

The total amount of Phase III of the Project is $684,500 and is already programmed in the Regional Transportation Improvement Program through SANDAG and the City’s Capital Improvement Program section of the Fiscal Year 2019-20 and 2020-21 Adopted Budget.

WORK PLAN:

This project is consistent with Item B.6 of the Community Character Priorities of the FY 2019/20 Work Plan.

OPTIONS:

- Receive report.
- Provide additional direction.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive this report and provide input and direction on the Lomas Santa Fe Corridor Improvement Project.

CITY MANAGER’S RECOMMENDATION:

Approve Department Recommendation.

Gregory Wade, City Manager

Attachments:

1. Corridor Tour Guide from October 2019 Community Workshop
Key to Areas
A - Highway 101 to Rios Avenue
B - Nardo Avenue
C - Boys and Girls Club east driveway
D - Hilmen Drive
E - Santa Helena to Plaza Shopping Center driveway
F - Middle entrance to Camino de las Villas
G - Middle entrance to Camino de las Villas
H - East intersection with Via Mil Cumbres
I - Near Highland Drive
J - On Highland Drive from LSF to Uno Verde Court
<table>
<thead>
<tr>
<th>Key Improvements...</th>
<th>What changed since last meeting?</th>
<th>Your comments...</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Restripe the left turn lanes between Highway 101 and Cedros Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Add high visibility crosswalks at Lomas Santa Fe/Cedros Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Curb extension at the northeast corner of Lomas Santa Fe/Cedros Avenue to reduce pedestrian crossing distance</td>
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<td></td>
</tr>
<tr>
<td>• Replace existing crosswalk with high visibility crosswalk</td>
<td>The community preferred the option shown for Highway 101/Cedros. Therefore, the second alternative has been eliminated. A scramble (all pedestrian phase) was also evaluated. Due to signal coordination with Highway 101 and Rios, a scramble was not recommended. Curb extensions were added to reduce the crossing distance.</td>
<td></td>
</tr>
<tr>
<td>• Curb extension on the southwest and northeast corners of Lomas Santa Fe/Nardo to reduce pedestrian crossing distance</td>
<td>The community asked us to evaluate curb extension on the east side of Nardo. Due to grade, these curb extensions were determined to be infeasible. The City is working on a traffic signal modification that will allow for split pedestrian phases north-south to reduce the left turn-pedestrian conflict in the existing crosswalk.</td>
<td></td>
</tr>
<tr>
<td>• Add green bike lane striping on Lomas Santa Fe to improve visibility in conflict areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Narrow striped median to accommodate wider sidewalk on north side</td>
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</tr>
<tr>
<td>• Stripe “Keep Clear” across Boys &amp; Girls Club Driveway</td>
<td>The median proposed on the east side of the Boys &amp; Girls Club Driveway has been removed. This driveway provides access to both the Boys &amp; Girls Club as well as homes. The proposed “Keep Clear” will help provide access during peak periods.</td>
<td></td>
</tr>
<tr>
<td>• Widen the sidewalk along the north side of Lomas Santa Fe between El Viento Street and Glencrest Drive</td>
<td>The parking proposed on the north side of Lomas Santa Fe has been removed and replaced with a 10 foot sidewalk. This will provide a wider space for students traveling to and from school.</td>
<td></td>
</tr>
<tr>
<td>• Add a narrow planting strip between sidewalk and bicycle lane on north side</td>
<td>Tonight we are asking for your input on the bicycle facilities!</td>
<td></td>
</tr>
<tr>
<td>• Narrow median to provide buffered bicycle lanes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Construct a multi-use path with a landscaped buffer along the north side of Lomas Santa Fe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Add green bike lane striping on Lomas Santa Fe east of Santa Helena (north and south side of the road)</td>
<td></td>
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<tr>
<td>• Extend the westbound right turn lane to accommodate the queues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Add a high visibility crosswalk on the east leg of the Lomas Santa Fe/Plaza Entrance intersection</td>
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<tr>
<td>• Raised landscape median island west of Camino De Las Villas</td>
<td>The proposed raised median has been shifted to the west. The community requested the median be removed and the existing median be restriped as an acceleration lane. However, this is the narrowest point along the corridor. There is not sufficient width to provide an acceleration lane. The existing median is striped with two double yellow lines, which indicated vehicles should not drive through or over the striped area. The proposed median is located within the striped median area and should have no impact on access.</td>
<td></td>
</tr>
<tr>
<td>• Lengthening the westbound to southbound left turn lane at Lomas Santa Fe/Camino De Las Villas</td>
<td>There were mixed feelings about 15 foot lane widths from the last meeting. The width of lanes along the corridor currently vary from 10 feet to 13 feet wide. This project will provide consistent 11 foot lanes throughout the corridor with the exception of this pinch point. The proposed 10 foot lanes are a standard lane width for an arterial street like Lomas Santa Fe.</td>
<td></td>
</tr>
<tr>
<td>• Add green bike lane striping on the south side of Lomas Santa Fe at Camino De Las Villas to improve visibility</td>
<td>The narrower lanes through this pinch point provide a slightly wider bicycle lane on the south side of Lomas Santa Fe. They also accommodate the extension of the westbound left turn pocket – requested by the community in previous workshops. Per Council direction, the roadway is not to be widened. This is the narrowest and most constrained section of the corridor.</td>
<td></td>
</tr>
<tr>
<td>• Extend the existing raised median at Highland Drive east toward Via Mil Cumbres</td>
<td>The proposed raised median has been shortened and moved further east from Via Mil Cumbres compared to the previous concept plans. Based on comments received from the community, the existing median is striped with two double yellow lines indicating vehicles are not to drive or cross through the median. Since vehicles are restricted from entering the striped median by the presence of the double-double yellow striping, the proposed median would result in no change in access.</td>
<td></td>
</tr>
<tr>
<td>• Proposed median will be slightly south of the existing striped median to accommodate buffered bicycle lanes</td>
<td>The community was concerned at the last meeting that the project was reducing Lomas Santa Fe to one lane westbound at Highland Avenue. The project is not affecting the lane configuration west of Highland Drive. There is currently one lane and the project maintains the single lane for approximately the same distance as the existing one-lane section.</td>
<td></td>
</tr>
<tr>
<td>• Maintain one westbound through lane on Lomas Santa Fe west of Highland Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Add high visibility crosswalks on all four legs at Lomas Santa Fe/Highland Drive</td>
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<td></td>
</tr>
<tr>
<td>• Construct landscaped medians along Highland Drive from Lomas Santa Fe to Uno Verde Court</td>
<td>This is the first time this plan has been presented to the community. These improvements were added based on concerns raised about speeding on Highland Ave. Please share your thoughts on the medians and striping in the spaces provided at this station.</td>
<td></td>
</tr>
<tr>
<td>• Construct curb extensions at two of the driveways on the south side of Highland Drive</td>
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</tbody>
</table>
BACKGROUND:

Approximately half of the Solana Beach Citizen Commission members' two-year term appointments expire every January. By the end of January 2020, five Citizen Commissions will have 17 scheduled vacancies of public appointments for a new two-year term. There are also two unscheduled vacancies on the View Assessment Commission due to mid-term resignations. This results in a total of 19 vacancies requiring appointment.

<table>
<thead>
<tr>
<th>Expiring positions</th>
<th>Two-year terms</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unexpected Vacancies</td>
<td>One-Year term</td>
<td>2</td>
</tr>
</tbody>
</table>

All appointments to Citizen Commissions are conducted in accordance with Council Policy No. 5 - Appointment of Citizens to Boards, Commissions, Committees, and Task Forces (Attachment 2) - and all persons interested in serving on the City's Citizen Commissions are required to complete and file a Citizen Interest Form (application), with the required references, and submit it to the City Clerk for formal application processing. For those Commission members who may be reapplying for their position's scheduled vacancy, a re-submittal application is made available for minor changes to their original full application, thus streamlining the application process. However, if the applicant applies for a new Commission or wants to modify any of the questionnaire sections, a new full application is required. The Application/Citizen Interest Form is available year-round at the City Clerk's Office and on the City's website. Any person interested in serving on a Citizen Commission may submit an application any time prior to or during the annual or other recruitment periods.

Pursuant to California Government Code Section 54972 (the "Maddy Act"), the posting of certain information of all current members appointed by City Council is required, listing the names of all serving appointees, original date of appointment, term and qualifications for all appointed positions. This posting requirement was met on December 9, 2019 (Attachment 1) on the City's bulletin board and on the City's website.

This report is before City Council to appoint applicants to fill 19 positions among the City's five Citizen Commissions.
DISCUSSION:

Council will make appointments to all five (5) Citizen Commissions for 19 expiring or unexpected vacancies. These positions consist of seventeen (17) positions to be filled for two-year terms, until January 2022, and two (2) mid-term positions for one-year terms, ending January 2021.

The two (2) one-year term positions on the View Assessment Commission are due to the mid-term resignations of Jill Morris and Dean Pasko. Mr. Pasko informed the City that he would resign at the mid-term, ending January 2020.

<table>
<thead>
<tr>
<th>Vacancies</th>
<th>Term</th>
<th>Subject to Mayor Vote Appointment by:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget and Finance Commission: 2 vacancies total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two (2) vacancies</td>
<td>2 Years</td>
<td>Councilmember Becker</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td>Councilmember Harless</td>
</tr>
<tr>
<td><strong>Climate Action Commission: 4 vacancies total</strong></td>
<td></td>
<td></td>
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<tr>
<td>Three (3) vacancies Residents</td>
<td>2 Years</td>
<td>Council-at-large</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td></td>
</tr>
<tr>
<td>One (1) vacancy Professional</td>
<td>2 Years</td>
<td>Council-at-large</td>
</tr>
<tr>
<td>(resident or non-resident)</td>
<td>Until End of Jan 2022</td>
<td></td>
</tr>
<tr>
<td><strong>Parks and Recreation Commission: 3 vacancies total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three (3) vacancies</td>
<td>2 Years</td>
<td>Council-at-large</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td></td>
</tr>
<tr>
<td><strong>Public Arts Commission: 4 vacancies total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Four (4) vacancies</td>
<td>2 Years</td>
<td>Council-at-large</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td></td>
</tr>
<tr>
<td><strong>View Assessment Commission: 6 vacancies total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two (2) vacancies</td>
<td>2 Years</td>
<td>Councilmember Harless</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td>Councilmember Zito</td>
</tr>
<tr>
<td>Two (2) vacancies</td>
<td>2 Years</td>
<td>Council-at-large</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2022</td>
<td></td>
</tr>
<tr>
<td>One (1) vacancy</td>
<td>1 Year</td>
<td>Mayor Edson</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2021</td>
<td></td>
</tr>
<tr>
<td>One (1) vacancy</td>
<td>1 Year</td>
<td>Deputy Mayor Hegenauer</td>
</tr>
<tr>
<td></td>
<td>Until End of Jan 2021</td>
<td></td>
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</tbody>
</table>
Notification/Recruitment Efforts

The “Maddy Act” posting provides a notice of the status of member appointments for general reference. In addition, a vacancy notice (Attachment 3) was prepared and posted and various efforts were made to seek public interest (Attachment 4).

Application Process

The Application deadline was posted for January 14, 2020 at 5:30 p.m. to process and distribute all applications with the agenda packet. Based on this Council’s prior direction, late applications are not accepted. If not all positions are filled, then the requirement period would be extended and late applications could be considered at that time. During this current recruitment period, applications received after the current deadline will not be submitted to Council for consideration.

Resubmittal applications were accepted from members re-applying for the same position while new applications were submitted from new applicants or current members applying for a different Commission. Applications were reviewed for contact information, choices, and verification of requirement criteria, such as property ownership, which is required for two Commissions (Budget and Finance and View Assessment).

Distribution to Council

This Staff Report contains an Application Worksheet (Attachment 6) outlining each applicant’s Commission selection(s) and their respective application submittals (Attachment 7). The applications are on file with the City Clerk’s Office and were distributed to the City Council with the Agenda Packet.

Appointment Protocol

As outlined in Solana Beach Municipal Code (SBMC) Section 2.60, appointment designations are noted for each individual Commission, whether a position is appointed by Council-at-Large or whether it is designated by an individual Councilmember. These appointment designations are noted on the Public Notice. All nominations are subject to a majority vote of the City Council.

Member Requirements

SBMC Sections 2.64, 2.72, 2.74, 2.84, Resolution 2007-160, and Resolution 2015-127 outline some of the duties of the Commissions; however, there are other duties and assignments provided in relation to various opportunities and issues that occur throughout the year. To carry out the Commission’s work, SBMC Section 2.60.010 outlines the requirements of meeting attendance. As a legislative body, like the City Council, Citizen Commissions are required to fulfill a responsibility of participating in each meeting for all matters brought before the Commission. In addition, the Commission Handbook, provided to each appointed/re-appointed member, and posted online, provides various other requirements, regulations, guidelines, and procedures for Commission members.
Member Appointment Term

An appointed Commission member will use the date that Council appointed them for their disclosure paperwork, Form 700. However, appointed members may not begin participating in Commission work until they have been sworn in by taking their Official Oath, administered by the City Clerk’s Office. The swear-in may take place any time before or at the first meeting of the Commission, as coordinated with the City Clerk’s Office. Member terms end on January 31 or once an appointment is made to their position, whichever occurs first.

FISCAL IMPACT:

There is no significant fiscal impact associated with this annual appointment process. Pursuant to City Council Policy 19 (Background Check Requirements for Citizen Commissions), new appointees are required to complete a background check for which they may be reimbursed for up to a maximum of $20.00. Current members re-appointed, without a break in service, will have already completed background checks, which continue to be monitored; therefore, additional background checks are not required when a current Commission member is reappointed. The Human Resources department incurs the cost for background checks for Commission members.

WORK PLAN: N/A

OPTIONS:

- Approve Staff recommendation and proceed with appointments for vacancies.
- Do not approve Staff recommendation and extend deadline to receive new applications, allowing expiring positions to remain vacant until refilled.

DEPARTMENT RECOMMENDATION:

Staff recommends that City Council:

1. Appoint two (2) members to the Budget and Finance Commission nominated/appointed by individual Councilmembers (Harless and Becker) for two-year terms.

2. Appoint four (4) members to the Climate Action Commission nominated/appointed by Council-at-large for the following positions:
   a. Three (3) Resident appointments for two-year terms.
   b. One (1) Professional appointment for member of the environmental and/or scientific community (resident or non-resident) for a two-year term.

3. Appoint three (3) members to the Parks and Recreation Commission nominated/appointed by Council-at-large for two-year terms.

4. Appoint four (4) members to the Public Arts Commission nominated/appointed by Council-at-large.
5. Appoint six (6) members to the View Assessment Commission: two (2) positions for two-year terms (Councilmember Harless and Councilmember Zito), two (2) positions for two-year terms (Council-at-large), and two (2) positions for one-year terms (Mayor Edson and Deputy Mayor Hegenauer).

**CITY MANAGER’S RECOMMENDATION:**

Approve Department recommendation.

/Gregory Wade, City Manager

Attachments:

1. Maddy Act Posting
2. Policy No. 5
3. Vacancy Notification Flyer
4. Recruitment Efforts
5. Worksheet outlining openings and applicants’ choice(s)
6. List of Applicants
7. Applications (in separate binder)
NOTICE TO THE PUBLIC: In compliance with the requirements of the Maddy Act, Government Code 54972, the following appointment list is provided for public notice. The Solana Beach Local Citizen Commission Appointments List shows all current members, the term expiration date, and the current membership requirements.

### BUDGET & FINANCE: 5 members
Must be at least 18 years old, a city resident & property owner within the City of Solana Beach. All members serve at the pleasure of each individual Councilmember’s nomination.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Expiration Date</th>
<th>Appointed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jolene Koester</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Hegenauer</td>
</tr>
<tr>
<td>Jeff Lyle</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Edson</td>
</tr>
<tr>
<td>Kevin (Ed) Murphy</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Zito</td>
</tr>
<tr>
<td>Sharon Gross</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Nichols (next by Becker)</td>
</tr>
<tr>
<td>Judith Hamilton</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Marshall (next by Harless)</td>
</tr>
</tbody>
</table>

### CLIMATE ACTION: 9 members
Five Members must be at least 18 years old and a resident within the City of Solana Beach. Two members must be professionals from the scientific or environmental community. Resident or Non-Resident. Two Current Councilmembers, or 1 Councilmember and one from another position, as determined by Council. All members are appointed by the Council At-Large.

**Residents**
- Patricia Larchet  01-23-19  January 2021  Council
- Peter Zahn        01-23-19  January 2021  Council
- Heidi Dewar        01-24-18  January 2020  Council
- Mary Yang          01-24-18  January 2020  Council
- Jonathan Goodmacher| 01-24-18  January 2020  Council

**Professionals**
- Chester Koblinsky  01-23-19  January 2021  Council
- Paul Basore        09-25-19  January 2020  Council

**Councilmember(s)**
- Judy Hegenauer     01-19-19  January 2021  Council
- Kristi Becker      01-19-19  January 2021  Council

### PARKS & RECREATION: 7 members
Must be at least 18 years old and a city resident within the City of Solana Beach. All members are appointed by the Council At-Large.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Expiration Date</th>
<th>Appointed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sagary Krulce</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
<tr>
<td>Sandra Hutton</td>
<td>02-27-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
<tr>
<td>Shawn McClendon</td>
<td>02-27-19</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Linda Swindell</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Tracy Richmond</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Valerie Paul</td>
<td>02-27-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
<tr>
<td>Steve Felger</td>
<td>04-24-19</td>
<td>January 2021</td>
<td>Council</td>
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</tbody>
</table>

### PUBLIC ARTS: 7 members
Must be at least 18 years old and a city resident within the City of Solana Beach. All members are appointed by the Council At-Large.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Expiration Date</th>
<th>Appointed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharon Klein</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Maggie Brown</td>
<td>10-23-19</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Deborah Ann Sweet</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
<tr>
<td>Deanne Rudman</td>
<td>02-27-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
<tr>
<td>Christine de Pagter</td>
<td>02-27-19</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Mark Mennie</td>
<td>10-23-19</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Carla Haynes</td>
<td>02-27-19</td>
<td>January 2021</td>
<td>Council</td>
</tr>
</tbody>
</table>

### VIEW ASSESSMENT: 7 members
Must be at least 18 years old, city resident, & property owner within the City of Solana Beach. Five members serve at the pleasure of each individual Councilmember’s nomination & two members are appointed by the Council At-Large.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Expiration Date</th>
<th>Appointed By</th>
</tr>
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<tbody>
<tr>
<td>Dean Pasko</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Hegenauer</td>
</tr>
<tr>
<td>Vacant</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Edson</td>
</tr>
<tr>
<td>Molly Fleming</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Pat Coad</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Council</td>
</tr>
<tr>
<td>Gary Garber</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Marshall (next by Harless)</td>
</tr>
<tr>
<td>Matthew Cohen</td>
<td>01-23-19</td>
<td>January 2021</td>
<td>Becker</td>
</tr>
<tr>
<td>Paul Bishop</td>
<td>01-24-18</td>
<td>January 2020</td>
<td>Zito</td>
</tr>
</tbody>
</table>

Citizen Interest Forms (Applications) are available on-line at www.cityofsolana.com or at the City Clerk’s Office, City of Solana Beach, 635 S. Highway 101, Solana Beach, CA 92075, 858-720-2400 for the expiring positions among these Citizen Commissions.

Applications will be accepted through Tuesday, January 14, 2020, 5:30 p.m.
City Council is scheduled to make appointments at the Wednesday, January 22, 2020, 6:00 p.m. City Council Meeting.

I hereby certify that this notification was posted on December 11, 2019 at City Hall and on the City’s website.

Angela Ivey, CI
GENERAL SUBJECT: Citizen Boards, Commissions & Committees

SPECIFIC SUBJECT: Appointments of Citizens to Boards, Commissions, Committees and Task Forces.

PURPOSE:
The purpose of this policy is to establish a consistent process and procedure for appointments to City sponsored Citizen Boards, Commissions, Committees and Task Forces.

POLICY STATEMENT:
Appointments to Citizen Boards, Commissions, Committees and Task Forces are made in accordance with the municipal code and/or specific guideline, as provided, to provide consistency.

POLICY PROCEDURES:

1. All private citizens interested in serving on any Board, Commission, Committee or Task Force or similar group must complete and file with the City Clerk a Citizen Interest Form (application) which may be obtained from the City Clerk's office.

2. Nominations
Councilmembers may nominate private citizens for appointment subject to ratification by a majority of the City Council. Such ratification shall take place at a regular City Council meeting and a duly docketed agenda item.

3. Appointment Protocol
   a. Appointments will be made in accordance with municipal code requirements. For example, the municipal code may require that a Commission have five positions appointed by individual Councilmembers.

   b. Appointments that are not outlined in the municipal code and are at-large appointment positions may be nominated by any Councilmember. In the event of multiple appointments, appointments may be divided among individual Councilmembers to share the appointment responsibilities. If the appointments are
shared, it will be for that one time and will not be construed as official individual appointments that would carry forward.

c. The decision to proceed with an individual appointment alternative for at-large positions will be subject to majority vote of the City Council with such vote taking place at a regular City Council Meeting.

4. Appointments to Outside Agencies
When the City is asked by an outside agency to recommend a private citizen to serve on a Board, Commission, Committee or Task Force or similar group, such recommendation shall be made by the Council and approved by a majority vote of the City Council.
PUBLIC NOTICE

CITY’S CITIZEN COMMISSION POSITION OPENINGS

CITY OF SOLANA BEACH VOLUNTEERS SERVING ON BEHALF OF THE CITY COUNCIL

Applications are being accepted through Tuesday, January 14, 2020, 5:30 p.m.
City Council is scheduled to make appointments at the January 22, 2020 City Council Meeting.

BUDGET & FINANCE: Two vacancies – terms will expire end of January 2022

This Commission provides input to Council regarding the City’s operating budget.

Regular Meeting Schedule: 3rd Thursday of each month at 5:30 p.m.
Composition: 5 members serve at the pleasure of each individual Councilmember.
Position’s Requirements: At least 18 yrs. old • Resident of the City • Property owner within the City.

CLIMATE ACTION: Four vacancies – terms will expire end of January 2022

This Commission participates in reviewing certain matters regarding reducing the City’s greenhouse gas (GHG) emissions and implementing the Climate Action Plan.

Regular Meeting Schedule: 3rd Wednesday of each month at 5:30 p.m.
Composition: 9 members: 7 appointed by Council At-Large, 2 Councilmembers (or 1 Councilmember and one from another position, as determined by Council)
Position’s Requirements: Five Citizens/Residents • At least 18 yrs. old • Resident of the City
Two Professionals • At least 18 yrs. old • Must be from the environmental or scientific community • Resident or Non-resident
Two Current Councilmembers (or 1 Councilmember and one person from another position, as determined by Council)

PARKS & RECREATION: Three vacancies – terms will expire end of January 2022

This Commission participates in reviewing certain matters regarding the City’s parks, programs, and conducts certain City events.

Regular Meeting Schedule: 2nd Thursday of each month at 4:00 p.m.
Composition: 7 members who are all appointed by the Council At-large.
Position’s Requirements: At least 18 yrs. old • Resident of the City.

PUBLIC ARTS: Four vacancies – terms will expire end of January 2022

This Commission participates in reviewing certain matters regarding community art opportunities and conducts certain City events.

Regular Meeting Schedule: 4th Tuesday of each month at 5:30 p.m.
Composition: 7 members who are all appointed by the Council At-large.
Position’s Requirements: At least 18 yrs. old • Resident of the City.

VIEW ASSESSMENT: Four vacancies – terms will expire end of January 2022

This Commission is tasked with reviewing feasible solutions for development when an assessment request is filed and makes definitive decisions on projects utilizing the City’s adopted guidelines/toolkit.

Regular Meeting Schedule: 3rd Tuesday of each month at 6:00 p.m.
Composition: 7 members • five serve at the pleasure of each individual Councilmember and two members are appointed by the Council At-Large.
Position’s Requirements: At least 18 yrs. old • Resident of the City • Property owner within the City.

❖ Attend a Citizen Commission public meeting. Agendas are posted on the City’s website.
❖ See the City’s website for members, expiring positions, and further information.

Citizen Interest Forms (Applications) and additional information on the Commissions can be found on the City’s website at www.cityofsolanabeach.org (Left tabs: City Government, City Clerk, Citizen Committees) OR at City Hall, 635 S. Highway 101, Solana Beach, (858) 720-2400. Please contact the City Clerk with any questions regarding the recruitment/appointment process.

Posted 12-09-19 Angela Ivey, City
<table>
<thead>
<tr>
<th>Task</th>
<th>Posted / Requested / Published</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maddy Act: posting on City Hall Bulletin Board \ Library</td>
<td>Sent 12-10-19</td>
</tr>
<tr>
<td><strong>PRINTED FLYERS</strong></td>
<td></td>
</tr>
<tr>
<td>City Hall Front Desk: maintained public notice flyers at counter / City Bulletin Boards / Local Library</td>
<td>12-05-19</td>
</tr>
<tr>
<td><strong>WEBSITE POSTINGS</strong></td>
<td></td>
</tr>
<tr>
<td>Flyer: Upload to Commissions main web page AND to each Commission page</td>
<td>12-06-19</td>
</tr>
<tr>
<td>Maddy Act: Upload to Commission webpage</td>
<td>12-06-19</td>
</tr>
<tr>
<td><strong>EMAIL NOTICES</strong></td>
<td></td>
</tr>
<tr>
<td>E-Blasts</td>
<td>12-16-19, 1-8-20, 1-11-20</td>
</tr>
<tr>
<td>Council: email flyer to inform Council</td>
<td>12-06-19</td>
</tr>
<tr>
<td><strong>MAILINGS</strong></td>
<td></td>
</tr>
<tr>
<td>Notices Sent to Current Expiring Members</td>
<td>12-14-19</td>
</tr>
<tr>
<td>Notices to Past Applicants within the last 12-18 months</td>
<td>12-15-19</td>
</tr>
<tr>
<td><strong>PUBLICATIONS Contacted</strong></td>
<td></td>
</tr>
<tr>
<td>Requests for Free Noticing in Calendars, Events, etc.</td>
<td>Requested Free Coverage 12-10-19</td>
</tr>
<tr>
<td>Solana Beach Sun: Free ad calendar section (FREE) (Same as Del Mar Times)</td>
<td>Received free posting 12-19-19</td>
</tr>
<tr>
<td>Coast News: Free ad calendar section (FREE)</td>
<td>Requested Free Coverage 12-9-19</td>
</tr>
<tr>
<td>Union Tribune Newspaper Community Section (FREE)</td>
<td>Requested Free Coverage 12-10-19</td>
</tr>
<tr>
<td><strong>PAID Advertising</strong></td>
<td></td>
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<tr>
<td>Solana Beach Sun (owned by UT) Paid Advertisement</td>
<td>Printed 12-19-19, 1-9-20</td>
</tr>
<tr>
<td>Coast New: Paid Advertisement</td>
<td>Printed 1-3-20, 1-10-20</td>
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### Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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</thead>
<tbody>
<tr>
<td>Sagary Krulce</td>
<td>Council</td>
</tr>
<tr>
<td>Deborah Ann Sweet</td>
<td>Council</td>
</tr>
<tr>
<td>Matthew Cohen</td>
<td>Becker</td>
</tr>
<tr>
<td>Sandra Hutton</td>
<td>Council</td>
</tr>
<tr>
<td>Deanne Rudman</td>
<td>Council</td>
</tr>
<tr>
<td>Jill Morris</td>
<td>Resignation</td>
</tr>
<tr>
<td>Term expiring Jan 2021</td>
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</tr>
<tr>
<td>Dean Pasco</td>
<td>Hegenauer</td>
</tr>
<tr>
<td>Reesigning End Jan 2021</td>
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<tr>
<td>Emily Fleming</td>
<td>Council</td>
</tr>
<tr>
<td>Peter Zahn</td>
<td>Council</td>
</tr>
<tr>
<td>Steve Felger</td>
<td>Council</td>
</tr>
<tr>
<td>Sharron Klein</td>
<td>Council</td>
</tr>
<tr>
<td>Maggie Brown</td>
<td>Council</td>
</tr>
<tr>
<td>Pat Coad</td>
<td>Council</td>
</tr>
<tr>
<td>Gary Garber</td>
<td>Hegenauer</td>
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<tr>
<td>Council</td>
<td></td>
</tr>
<tr>
<td>Carla Hayes</td>
<td>Council</td>
</tr>
<tr>
<td>Resigning</td>
<td>End Jan 2020</td>
</tr>
<tr>
<td>Sharon Gross</td>
<td>Becker (ex)</td>
</tr>
<tr>
<td>Term expiring</td>
<td></td>
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<tr>
<td>Judy Hegenauer</td>
<td>Council</td>
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<tr>
<td>Mary Yang</td>
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<tr>
<td>Term expiring</td>
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<tr>
<td>Tracy Richmond</td>
<td>Council</td>
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<tr>
<td>Mark Mann</td>
<td></td>
</tr>
<tr>
<td>Term expiring</td>
<td></td>
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<tr>
<td>Paul Bishop</td>
<td>Zito (ex)</td>
</tr>
<tr>
<td>Term expiring</td>
<td></td>
</tr>
</tbody>
</table>
| Applications DUE January 14, 2020

### Budget & Finance

#### 2 Vacancies
- Appointments by: 1-Becker 1-Harless

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-13-20</td>
<td>Clemons</td>
<td>David Only Choice</td>
</tr>
<tr>
<td>01-13-20</td>
<td>Cooper</td>
<td>Charles Only Choice</td>
</tr>
<tr>
<td>01-13-20</td>
<td>Gross</td>
<td>Sharon Only Choice</td>
</tr>
</tbody>
</table>

#### 3 Vacancies
- Residents
- Appointments by: Council-at-large

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>01-13-20</td>
<td>Brown</td>
<td>Maggie Only Choice</td>
</tr>
<tr>
<td>01-13-20</td>
<td>de Pugner</td>
<td>Christine Only Choice</td>
</tr>
<tr>
<td>12-19-19</td>
<td>Hegenauer</td>
<td>Sharon Only Choice</td>
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</table>

#### 3 Vacancies
- Appointments by: Council-at-large

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-14-20</td>
<td>Van de Auwera</td>
<td>Julie Only Choice</td>
</tr>
</tbody>
</table>

### Climate Action

#### 0 Vacancy
- Council Off
- Other Member Type: As determined by Council

### Parks & Recreation

#### 6 Vacancies

### View Assessment

#### 4 Vacancies
- Appointments by: Council-at-large

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>01-14-20</td>
<td>Bishop</td>
<td>Paul Only Choice</td>
</tr>
<tr>
<td>01-14-20</td>
<td>Briner</td>
<td>Kristin Only Choice</td>
</tr>
<tr>
<td>12-19-19</td>
<td>Coasd</td>
<td>Patricia Only Choice</td>
</tr>
<tr>
<td>01-08-20</td>
<td>Garber</td>
<td>Gary Only Choice</td>
</tr>
<tr>
<td>01-13-20</td>
<td>Holdenhauer</td>
<td>Robert (Bob) Only Choice</td>
</tr>
<tr>
<td>13-11-19</td>
<td>Hajjer</td>
<td>Linda Only Choice</td>
</tr>
<tr>
<td>01-14-20</td>
<td>Pusateri</td>
<td>Mike Only Choice</td>
</tr>
<tr>
<td>01-14-20</td>
<td>Schulman</td>
<td>David Only Choice</td>
</tr>
<tr>
<td>12-13-19</td>
<td>Stribleing</td>
<td>Frank Only Choice</td>
</tr>
<tr>
<td>13-13-19</td>
<td>Zaleska</td>
<td>Robert Only Choice</td>
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### Applications

<table>
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<th>Date</th>
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<tr>
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<td>Cooper</td>
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<td>Sharon</td>
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<td>01-13-20</td>
<td>de Pugner</td>
<td>Christine</td>
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<tr>
<td>12-19-19</td>
<td>Hegenauer</td>
<td>Sharon</td>
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<tr>
<td>01-14-20</td>
<td>Van de Auwera</td>
<td>Julie 2nd Choice 1st Choice</td>
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<tr>
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<td>Paul</td>
<td>Only Choice</td>
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<tr>
<td>01-14-20</td>
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<td>Kristin</td>
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<td>Patricia</td>
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<td>Garber</td>
<td>Gary</td>
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<tr>
<td>01-13-20</td>
<td>Holdenhauer</td>
<td>Robert (Bob) Only Choice</td>
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<td>Linda</td>
<td>Only Choice</td>
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<td>Mike</td>
<td>Only Choice</td>
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<td>01-14-20</td>
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<td>12-13-19</td>
<td>Stribleing</td>
<td>Frank</td>
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</tr>
<tr>
<td>13-13-19</td>
<td>Zaleska</td>
<td>Robert</td>
<td>Only Choice</td>
</tr>
</tbody>
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### Latest Updated 01-15-20 12:00pm

ATTACHMENT 5
City of Solana Beach  
Citizen Commission Members  
Appointed by City Council  

Deadline – January 14, 2020  5:30 p.m.  

**LIST OF APPLICANTS**

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Application Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
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<tr>
<td>Basore</td>
<td>Paul</td>
</tr>
<tr>
<td>Bishop</td>
<td>Paul</td>
</tr>
<tr>
<td>Bogard</td>
<td>Jolene</td>
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<tr>
<td>Brinner</td>
<td>Kristin</td>
</tr>
<tr>
<td>Brown</td>
<td>Maggie</td>
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<tr>
<td>Clemons</td>
<td>David</td>
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<td>Coad</td>
<td>Patricia</td>
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<tr>
<td>Cooper</td>
<td>Charles</td>
</tr>
<tr>
<td>de Pagter</td>
<td>Christine</td>
</tr>
<tr>
<td>Dewar</td>
<td>Heidi</td>
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<tr>
<td>Fontanesi</td>
<td>John</td>
</tr>
<tr>
<td>Garber</td>
<td>Gary</td>
</tr>
<tr>
<td>Goodmacher</td>
<td>Jonathan</td>
</tr>
<tr>
<td>Gross</td>
<td>Sharon</td>
</tr>
<tr>
<td>Klein</td>
<td>Sharon</td>
</tr>
<tr>
<td>Lebert</td>
<td>Richard</td>
</tr>
<tr>
<td>Mann</td>
<td>Jessica</td>
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<tr>
<td>McClondon</td>
<td>Shawn</td>
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<td>McClune</td>
<td>Michael</td>
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<tr>
<td>McHale</td>
<td>Rachel</td>
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<td>Mennie</td>
<td>Mark</td>
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<tr>
<td>Moldenhauer</td>
<td>Robert (Bob)</td>
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<td>Najjar</td>
<td>Linda</td>
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<td>Zajac</td>
<td>Robert</td>
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