

# Table of Contents

3-3-2026 Regular Meeting Agenda .....	2
Item 1 - Minutes .....	9
Item 2 - 3-3-26 List of Demands Packet .....	16
Item 4 - Civic Solutions Agreement .....	26
Item 5 - Housing Legal Services Agreement .....	41
Item 6 - Parks & Rec Appointment .....	53
Item 7 - Undergrounding Program Advisory Committee Appointment .....	68
Item 8 - SSMP Update .....	86
Item 9 - Watermark Regulatory Housing Agreement .....	222
Item 10 - DRB Interview & Appointment .....	256
Item 11 - 2025 Housing Element APR .....	280
Item 12 - FY25 Final Report & FY26 MY Report .....	305
Item 13 - UP Updated Long-Term Cash Flow Analysis .....	350



# Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall  
1050 Camino del Mar, Del Mar, California 92014

***Civility Works: The Del Mar Code of Civil Discourse: Together we will promote inclusion; listen to understand; show respect; be clear and fair; and focus on the issue.***

## Regular Meeting

**Tuesday, March 3, 2026 at 4:30 PM**

**Tracy Martinez**  
Mayor

**John W. Spelich**  
Deputy Mayor

**Terry Gaasterland**  
Council Member

**Dan Quirk**  
Council Member

**Ashley Jones**  
City Manager

**Christina Cameron**  
City Attorney

**Sarah Krietor**  
Administrative Services  
Manager/City Clerk

**Public Participation/Comment:** Members of the public can participate in City Council meetings in-person or via written comment (Red Dot). Anyone may address the City Council for up to three minutes, at the Mayor's discretion, on items on the agenda. Members of the public wishing to speak on items not on the agenda may do so under Public Oral Communications. Agenda items may be addressed in any order at the discretion of the Mayor. When addressing the Council, please state your name for the record. Any electronic presentations must be received before 9 a.m. on the date of the Council meeting. No PowerPoint presentations can be loaded during the meeting.

**In-Person Participation:** Please submit a completed "Speaker Slip", including the item number you wish to speak on, to the City Clerk prior to the Mayor announcing the agenda item. The forms are located near the door at the rear of the Meeting Room. When called to speak, please approach the podium and state your name for the record.

**Written Comments:** Members of the public can participate in the meeting by submitting a written red dot comment via email to [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us). The deadline to submit written comments is 12 p.m. on the day of the meeting and the subject line of your email should clearly state the agenda item you are commenting on.

**Viewing the Meeting and Access to Agenda Materials:** Members of the public can watch the meeting live on the City's website at: <http://delmar.12milesout.com/Video/Live> and on Cable TV Spectrum Ch. 24, AT&T Ch. 99 starting at 4:30 PM. Agenda materials and communications from the public on agenda items, "Red Dots", are available on the City's website: <http://www.delmar.ca.us/AgendaCenter> and a hard copy of the agenda materials are available at Del Mar City Hall and the Del Mar Library during their business hours.

**Assistance for Persons with Disabilities:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services Department at 1050 Camino del Mar or by calling (858) 755-9313. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

- I. CALL TO ORDER/ROLL CALL
- II. CITY ATTORNEY CLOSED SESSION REPORT
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC ORAL COMMUNICATIONS

Each person wishing to speak before the City Council on any matter not on the agenda shall submit a "Speaker Slip" to the City Clerk when Public Oral Communication is announced. Each speaker will have up to three (3) minutes to speak at the discretion of the Mayor and may be asked clarifying questions. Information received during Public Oral Communication may be received, placed on a future agenda, or referred to the City Manager by the City Council. State law generally precludes the City Council from discussing or acting upon any topic presented during oral communications that is not described on the posted agenda.

Note: there is a time limit of 30 minutes for this section of public communications and each speaker will be heard in the order of the submission of their speaker slip. Speakers who have turned in a speaker slip prior to the time oral communications was called on the agenda, but were not heard during the initial time period shall be called to speak at the end of the agenda.

- V. COMMUNITY ANNOUNCEMENTS
- VI. CITY MANAGER'S REPORT
- VII. CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine and will be acted upon with one motion. There will be no separate discussion of these items unless a member of the City Council or the public so requests, in which event, the item will be pulled from the Consent Calendar and considered separately after the motion to approve the Consent Calendar. If you wish to remove an item from the Consent Calendar, please submit a "Speaker Slip" to the City Clerk.

**1. Approval of Minutes: February 17, 2026, Regular Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

**2. Ratification of List of Demands dated March 3, 2026**

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

**3. Waiver of Reading of Ordinances on Agenda**

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

**4. Agreement with Civic Solutions, Inc. for Contract Planning Services**

Recommended Action: Staff recommends that the City Council: 1) Approve a Professional Services Agreement (Agreement) with Civic Solutions, Inc. (Attachment A) to continue providing contract as-needed planning services from February 4, 2026, through February 4, 2027; and 2) Authorize the City Manager to execute the Agreement and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance by the consultant.

Reference: Clerk's File No. 406-1

**5. Agreement for As-Needed Housing Legal Services**

Recommended Action: Staff recommends the City Council: 1) Approve a professional services agreement (Agreement) with Goldfarb & Lipman, LLP (Goldfarb & Lipman) (Attachment A) to provide as-needed housing legal services for an initial three-year period March 3, 2026, through March 3, 2029; and 2) Authorize the City Manager to execute the Agreement and any subsequent term extension amendments provided for under the Agreement contingent upon satisfactory performance by the consultant firm.

Reference: Clerk's File No. 406-1

**6. Parks and Recreation Committee Appointments**

Recommended Action: The City Council Liaisons to the Parks and Recreation Committee (Committee) recommend that the City Council: 1) Reappoint Lynn Gaylord as a voting member to the Committee to serve a second full three-year term starting March 3, 2026, and ending on March 31, 2029; and 2) Appoint Rebecca Dembitsky to serve a first term as a voting member to the Committee for a full three-year term starting March 3, 2026, and ending on March 31, 2029

Reference: Clerk's File No. 401-5

**7. Undergrounding Program Advisory Committee Appointments**

Recommended Action: The City Council Liaisons to the Undergrounding Program Advisory Committee recommend that the City Council reappoint Shirli Weiss and Tom McGreal to the Undergrounding Program Advisory Committee (UPAC) as voting members to serve full three-year terms starting March 3, 2026, and ending on March 31, 2029.

Reference: Clerk's File No. 401-5

**8. Sewer System Management Plan (SSMP) Update**

Recommended Action: Staff recommends that the City Council 1) Adopt a Resolution (Attachment A) approving the updated City of Del Mar Sewer System Management Plan (Exhibit A to Attachment A); and 2) Authorize the City Manager to approve future administrative clarifications/updates to the Sewer System Management Plan.

Reference: Clerk's File No. 906-1

**9. Affordable Housing Regulatory Agreement with Watermark DM, L.P., an Arizona Limited Partnership, for the Watermark Del Mar Multi-unit Residential Development at 2250 San Dieguito Drive (APN: 299-100-51-00)**

Recommended Action: Staff recommends the City Council adopt a Resolution (Attachment A) authorizing the City Manager to execute an Affordable Housing Regulatory Agreement (Regulatory Agreement) (Exhibit A to Attachment A) with Watermark DM, L.P., an Arizona limited partnership (Developer), restricting 10 of the 50 units in the approved Watermark Del Mar Project (Development) as long-term affordable housing.

Reference: Clerk's File No. 303-1

**VIII. BOARD AND COMMISSION APPOINTMENTS**

**10. Design Review Board Interviews and Appointment**

Recommended Action: Staff recommends that the City Council review the Citizen Interest Forms (Attachment A), interview the applicants, and appoint one resident to serve as a voting member on the Design Review Board for a full four-year term effective March 3, 2026, and expiring on March 31, 2030.

Reference: Clerk's File No. 401-5

**IX. COUNCIL MEETING RECESS**

**X. CITY COUNCIL OTHER BUSINESS**

**11. Authorization to Submit 2025 Housing Element Annual Progress Report**

Recommended Action: Staff recommends the City Council authorize submittal of the City of Del Mar's (City) 2025 Housing Element Annual Progress Report (APR) (Attachment A) to the State Department of Housing and Community Development (HCD) and Governor's Office of Land Use and Climate Innovation (LCI).

Reference: Clerk's File No. 304-7

**12. Fiscal Year 2024-25 Final Financial Report and Fiscal Year 2025-26 Mid-Year Financial Report**

Recommended Action: Staff recommends that the City Council: 1) Receive the June 30, 2025 Annual Comprehensive Financial Report (ACFR) and Fiscal Year 2024-25 Final Financial Report; 2) Review the Fiscal Year 2025-26 Mid-Year Financial Report; and 3) Approve Resolution (Attachment A) amending the FY 2025-26 Operating and Capital Budget as included in Exhibit A, authorizing net revenue adjustments totaling \$5,673,620 million and net expenditure adjustments totaling \$1,325,660, and authorizing unspent FY 2024-25 encumbrances and continuing appropriations to be carried over to FY 2024-25 as included in Attachment B totaling \$9,071,519 in expenditures and \$3,924,755 in revenues.

Reference: Clerk's File No. 202-5

**13. Undergrounding Program Updated Long-Term Cash Flow Analysis**

Recommended Action: Staff recommends the City Council: 1) Receive a presentation on the Undergrounding Program updated long-term cash flow analysis; 2) Direct City staff to proceed with Scenario 2, advancing the design of Beach Colony (2) and 25th Street and phased construction of District 2; 3) Direct City staff to evaluate cash flows and phased construction for all upcoming districts; and 4) Direct staff to update the Finance-As-You-Go modeling previously presented in November 2024, to evaluate future opportunities for strategic and fiscally responsible financing to accelerate Undergrounding Program completion and reduce overall costs.

Reference: Clerk's File No. 1001-1

**XI. REGIONAL ORGANIZATION REPORTS**

A Councilmember assigned as a liaison to a regional organization may make a written or oral report. State law precludes the Council from commenting on, discussing, or acting on a report unless the item of business within the report is described in the agenda.

- A. Clean Energy Alliance JPA (CEA) Board of Directors (Spelich/Gaasterland)
- B. CSA-17 Ambulance District Advisory Board (Martinez)
- C. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Martinez/Spelich)
- D. League of California Cities – San Diego Chapter (Martinez/Spelich)
- E. North County Transit District (NCTD) (Martinez/Spelich)
- F. Regional Solid Waste Association (Spelich/Quirk)
- G. San Diego Association of Governments Board (SANDAG)  
(Gaasterland/Martinez/Spelich)
- H. SANDAG Borders Committee (Gaasterland)
- I. SANDAG Regional Planning Committee (Martinez)

- J. SANDAG Shoreline Preservation Working Group (Gaasterland/Spelich/Martinez)
- K. SANDAG LOSSAN Executive Task Force (Gaasterland/Martinez)
- L. San Diego Metropolitan Wastewater Commission/JPA (Worden)
- M. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee (Gaasterland/Martinez)
- N. Other Regional Organization Reports

**XII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS**

A Councilmember assigned as a liaison to a City Committee, Council Subcommittee OR Community Organization may make a written or oral report. State law precludes the Council from commenting on, discussing, or acting on a report, unless the item of business within the report is described in this agenda.

- A. Civic Center Operations Guide Subcommittee (Spelich/Gaasterland)
- B. Del Mar Community Connections (Martinez/Spelich)
- C. Del Mar Village Association (Gaasterland/Martinez)
- D. Finance Committee (Spelich)
- E. Housing Subcommittee (Gaasterland/Martinez)
- F. Human Resources Subcommittee (Gaasterland/Martinez)
- G. Legislative Subcommittee (Martinez/Spelich)
- H. Measure Q Citizen Oversight Committee (Quirk/Gaasterland)
- I. Parks and Recreation Committee (Martinez/Quirk)
- J. Del Mar Railroad Subcommittee (Gaasterland/Martinez)
- K. Lagoon Committee (Spelich)
- L. Planning Process Subcommittee (Includes Sea-Level Rise Adaptation Plan Implementation (Gaasterland/Spelich)
- M. Shores Park Master Plan Ad-Hoc Advisory Committee (Gaasterland/Spelich)
- N. Sustainability Advisory Committee (Martinez/Gaasterland)
- O. Traffic and Parking Advisory Committee (Quirk/Spelich)
- P. Undergrounding Program Advisory Committee (Spelich/Martinez)
- Q. Other Committee-Subcommittee Reports

**XIII. UPCOMING AGENDA ITEMS**

The following topics/items are tentatively planned for upcoming agendas. The title, wording, and planned date for these items are subject to change. Final agendas are posted at City Hall 72 hours in advance of the meetings and are also posted on our web site with the accompanying staff report. Please watch our web site: [www.delmar.ca.us](http://www.delmar.ca.us) for City Council Agendas.

<b>March 17, 2026</b>
FY 2024-25 Measure Q Citizen Oversight Committee Review presentation
Donation and Grant Acceptance Policy
Public Review Period for Draft San Dieguito Shoreline MND
Initial Consideration of EP25-049

XIV. CERTIFICATION

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 25th day of February, 2026 at approximately 6:20 p.m.



\_\_\_\_\_  
Sarah Krietor, Administrative Services Manager/  
City Clerk

2/25/2026  
Date



**CITY OF DEL MAR  
CITY COUNCIL REGULAR MEETING MINUTES  
FEBRUARY 17, 2026  
City of Del Mar Town Hall  
1050 Camino del Mar, Del Mar California 92014  
And via teleconference  
5001 W 110th St, Overland Park, KS 66211**

The minutes set forth the actions taken by the City Council on the matters stated. Audio/video recordings of the City Council proceedings are retained for a period of ten years, in accordance with the City's Records Retention Schedule. Audio/video recordings, as well as written materials presented to the City Council, including Red Dots (materials provided to the City Council after the agenda has published), are available on the City's website at [www.delmar.ca.us/AgendaCenter](http://www.delmar.ca.us/AgendaCenter) or by contacting the Administrative Services Department at (858) 755-9313.

**CALL TO ORDER**

Mayor Tracy Martinez called the Regular Meeting to order at 4:30 p.m.

**ROLL CALL**

Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; Councilmembers Terry Gaasterland and Dan Quirk (participated remotely)

**CITY ATTORNEY CLOSED SESSION REPORT**

City Attorney Christina Cameron reported that February 17, 2026, Council Closed Session was cancelled and will be rescheduled.

**PLEDGE OF ALLEGIANCE**

Mayor Martinez led the Pledge of Allegiance.

**PUBLIC ORAL COMMUNICATIONS**

Mayor Martinez opened public oral communications and the following people spoke:

- 1) Amy Cheshire with donations of time from Beth Westburg and Cathy Isom
- 2) Camilla Rang
- 3) Diana Kutlow, representing Senator Blakespear's office

Mayor Martinez closed public oral communications.

**CITY COUNCIL COMMUNITY ANNOUNCEMENTS**

Mayor Martinez expressed gratitude to the Del Mar Village Association, City lifeguards, and community members for a successful beach cleanup event on Valentine's Day.

**CITY MANAGER'S REPORT**

City Manager Ashley Jones reported on the absolute work window for the San Diego Association of Government's Del Mar Bluffs Phase 5 Stabilization Project that will primarily happen in the railroad right-of-way between 8th Street and Coast Boulevard and south of 6th Street from February 20 – 23, 2026. City Manager Jones also reported on the Jimmy Durante Boulevard Bluff Stabilization Project, the related upcoming road closures and detours, and the City's efforts to inform the public about project impacts through the Del Mar Weekly and related e-blasts.

**CONSENT CALENDAR**

Senior Management Analyst Kseniia Izgarskaia read the titles of the items included on the Consent Calendar. There were no public speakers for the consent calendar items.

**IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 1, 2, 3, 7, AND 8. (VOTE 4-0)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland and Quirk; Noes: 0; Recuse: 0; Absent: 0; Abstain: 0.

**ITEM 1: APPROVAL OF MINUTES: FEBRUARY 3, 2026, REGULAR AND SPECIAL MEETING (CLERK’S MINUTES BOOK)**

Council approved the minutes, on consent.

**ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED FEBRUARY 17, 2026 (CLERK’S FILE NO. 201-3)**

Council approved the list of demands, on consent.

**ITEM 3: WAIVER OF READING OF ORDINANCES ON AGENDA (CLERK’S FILE NO. 401-4)**

Council waived the reading of ordinances, on consent.

**ITEM 4: AWARD OF CONSTRUCTION CONTRACT AND RELATED TASK ORDERS FOR THE JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT (CLERK’S FILE NO. 601-4)**

The item was pulled from the Consent Calendar by Councilmember Quirk for presentation and discussion. A presentation was provided by Principal Engineer Karen Falk, with Public Works Director Joe Bride available to answer questions. Council questions focused on the current favorable market conditions resulting in lower project bids; whether there is an opportunity to rebid other projects, take advantage of the market trends, and secure cost savings; approximate budget for repaving and options to reinvest savings in other projects. Council discussion focused on how the changes in engineering estimates for consultant services affect construction costs, billable hours, and other cost factors; and opportunities and timing to accelerate other projects due to current cost saving.

**IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY DEPUTY MAYOR SPELICH TO: 1) AWARD A \$1,302,420 CONSTRUCTION CONTRACT TO HAZARD CONSTRUCTION ENGR LLC FOR THE JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT; 2) AWARD A \$157,265 TASK ORDER TO DUDEK FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES; 3) AWARD A \$26,465 TASK ORDER TO NOVA SERVICES, INC FOR GEOTECHNICAL SERVICES AND LABORATORY TESTING; 4) AWARD A \$27,200 TASK ORDER AMENDMENT TO MICHAEL BAKER INTERNATIONAL FOR ENGINEERING CONSTRUCTION SUPPORT; 5) APPROVE A \$130,242 PROJECT CONTINGENCY EQUAL TO 10% OF THE CONSTRUCTION COST; AND 6) AUTHORIZE THE CITY MANAGER TO EXECUTE THE REQUIRED DOCUMENTS AND ANY CONSTRUCTION CHANGE ORDERS OR TASK ORDER AMENDMENTS WITHIN THE PROJECT CONTINGENCY NECESSARY TO COMPLETE THE WORK. (VOTE 4-0)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland and Quirk;  
Noes: 0; Recuse: 0; Absent: 0; Abstain: 0.

**ITEM 5: AUTHORIZATION TO APPLY FOR STATE GRANT FUNDS IN SUPPORT OF THE SAN DIEGUITO LAGOON LEVEE, HABITAT ENHANCEMENT, AND TRAIL PROJECT (CLERK'S FILE NO. 201-13, 1306-23)**

This item was pulled from the Consent Calendar by Councilmember Quirk for questions and discussion. An introduction to the item was provided by City Manager Jones, who clarified the scope and intent of the item is not related to the Riverpath project planned for the south side of the San Dieguito Lagoon.

**IT WAS MOVED BY DEPUTY MAYOR SPELICH, SECONDED BY COUNCILMEMBER GAASTERLAND TO: 1) ADOPT RESOLUTION 2026-09, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CALIFORNIA OCEAN PROTECTION COUNCIL SB 1 SEA LEVEL RISE ADAPTATION GRANT PROGRAM FUNDS"; ADOPTED RESOLUTION 2026-10 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CALIFORNIA STATE COASTAL CONSERVANCY GRANT PROGRAM FUNDS; AND 2) AUTHORIZE THE CITY MANAGER TO APPROVE AND EXECUTE ALL AGREEMENTS AND RELATED DOCUMENTS NECESSARY FOR BOTH GRANT OPPORTUNITIES. (VOTE 4-0)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland and Quirk;  
Noes: 0; Recuse: 0; Absent: 0; Abstain: 0.

**ITEM 6: TASK ORDER AMENDMENT WITH MICHAEL BAKER INTERNATIONAL TO UPDATE THE PHASE 2 ENGINEERING DESIGN AND COST ESTIMATE FOR THE SAN DIEGUITO DRIVE IMPROVEMENT PROJECT IN PREPARATION FOR THE BID PROCESS (CLERK'S FILE NO. 406-1)**

This item was pulled from the Consent Calendar by Councilmember Quirk for discussion. An introduction to the item was provided by City Manager Jones, who clarified the scope and intent of the item. A presentation was provided by Principal Engineer Martin Boyd, with Public Works Director Joe Bride available to answer questions. Council questions and discussion focused on the scope of work to be completed by the consultant and whether the project design needs to be updated to match the current field conditions to minimize potential future change orders and clarify the work for the contractor.

**IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY DEPUTY MAYOR SPELICH TO: 1) APPROVE A \$16,520 TASK ORDER AMENDMENT WITH MICHAEL BAKER INTERNATIONAL (MBI) TO PROCEED WITH PHASE 2 DESIGN UPDATES AND BID SUPPORT FOR THE SAN DIEGUITO DRIVE IMPROVEMENT PROJECT; APPROVED A \$5,000 CONTINGENCY; AND 2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE TASK ORDER AMENDMENT AND ANY SUBSEQUENT AMENDMENTS WITHIN THE CONTINGENCY. (VOTE 4-0)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland and Quirk;  
Noes: 0; Recuse: 0; Absent: 0; Abstain: 0.

**ITEM 7: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING DEL MAR MUNICIPAL CODE SECTION 8.04 TO REGULATE THE DIGGING OF HAZARDOUS HOLES ON THE PUBLIC BEACH (CLERK’S FILE NO. 401-4, 401-9)**

Council adopted Ordinance 1027, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADDING CHAPTER 8.04.100 TO THE DEL MAR MUNICIPAL CODE REGULATING THE DIGGING OF HAZARDOUS HOLES ON THE PUBLIC BEACH”, on consent.

**ITEM 8: INTERIM FIRE PREVENTION STAFFING AND AMENDMENT TO COST SHARING AGREEMENT WITH THE CITY OF SOLANA BEACH FOR FIRE TRANSITION MANAGEMENT SERVICES (CLERK’S FILE NO. 1101-8)**

Council approved Resolution 2026-08 “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE COMPENSATION PLANS FOR FIRE EMPLOYEES AND MISCELLANEOUS, PART-TIME, TEMPORARY AND HOURLY EMPLOYEES”, approved the First Amendment to the Cost Sharing Agreement with the City of Solana Beach to add provisions related to Interim Fire Prevention positions; and authorized the City Manager to negotiate and execute the final the amendment and fill interim, part-time fire prevention positions on a temporary basis, on consent.

**PUBLIC HEARING**

**ITEM 9: ADOPTION OF RESOLUTION TO DECLARE THE CITY-OWNED 10TH STREET VACANT LOT EXEMPT SURPLUS LAND PER SURPLUS LANDS ACT (APN 300-093-17) (CLERK’S FILE NO. 303-1, 1306-23)**

An introduction to the item was provided by City Manager Jones. A presentation was provided by Principal Planner Amanda Lee, with Planning and Community Director Karen Brindley available to answer questions.

Council questions focused on opportunities for grant funding, including state grants; whether the City has options regarding low-income units and if the City will retain ownership and control over the lot; parking options and if any of them are required; feasible number of units and clarification that approval of this item does not constitute a firm Council commitment to build a certain number of units; role of the Design Review Board (DRB) in reviewing any future project on the site; whether there are opportunities to build very low income units on this site; and whether using grants for construction or partnering with non-profit organizations can minimize supplementing the project from the general fund.

Mayor Martinez opened the item to public comment and the following people spoke:

- 1) Diana Kutlow, representing Senator Blakespear’s office
- 2) Kurt Kicklighter
- 3) Rick Ehrenfeld
- 4) Camilla Rang

Mayor Martinez closed the item to public comment.

Council discussion focused on the importance of maintaining privacy for neighboring properties and the ensuring sufficient parking spaces for the developed property; clarification that design decisions will be

made at a future date; and the importance of taking the recommended action to facilitate future development of the site in compliance with the City's certified Housing Element.

**IT WAS MOVED BY DEPUTY MAYOR SPELICH AND SECONDED BY MAYOR MARTINEZ TO APPROVE RESOLUTION 2026-11 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA DECLARING THE VACANT CITY-OWNED REAL PROPERTY LOCATED WITHIN THE CITY'S CIVIC CENTER, AND IDENTIFIED IN THE CITY'S STATE-CERTIFIED 6TH CYCLE HOUSING ELEMENT AS A SITE FOR LOWER INCOME HOUSING DEVELOPMENT TO MEET A PORTION OF THE CITY'S REGIONAL HOUSING NEEDS ALLOCATION (RHNA), IS EXEMPT SURPLUS LAND. (Vote 4-0)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland and Quirk; Noes: 0; Recuse: 0; Absent: 0; Abstain: 0.

**COUNCIL MEETING RECESS:**

The City Council took a meeting recess from approximately 6:10 p.m. to 6:20 p.m.

**ITEM 10: APPROVAL OF THE SHORT-TERM RENTAL PERMIT FEE (CLERK'S FILE NO. 204-2, 301-19)**

Councilmember Gaasterland provided a statement regarding her recusal from participating in this agenda item.

An introduction to the item was provided by City Manager Jones. A presentation was provided by Associate Management Analyst Nestor Machado. Finance Manager/Treasurer Marco Camacho and Planning and Community Development Director Karen Brindley were available to answer questions. Council questions focused on estimated costs attributable to staff time built into the proposed fee, cost of the software platform, and public noticing fees and whether there will be future opportunities for Council to perform annual review of the program and adjust the fees based on actual expenses.

Mayor Martinez opened the item to public comment and Laura Demarco spoke. Mayor Martinez closed the item to public comment.

Council discussion focused on the importance of obtaining real data in the future to analyze the program and make adjustments, if needed; importance of establishing an STR Permit fee in order to move forward with the program and that it is crucial to get the fees in place in order to move forward with the implementation of the program; and understanding that STR owners in Del Mar have been operating without paying Transient Occupancy Tax or STR Permit fees, unlike other jurisdictions.

**IT WAS MOVED BY DEPUTY MAYOR SPELICH AND SECONDED BY COUNCILMEMBER QUIRK TO ADOPT RESOLUTION 2026-12 APPROVING "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE CITY OF DEL MAR SHORT-TERM RENTAL PERMIT FEE" AND RESOLUTION 2026-13 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2022-73 AND APPROVING CREDIT CARD, DEBIT CARD, AND ELECTRONIC FUND TRANSFER PROCESSING FEES TO BE PASSED ON THE CUSTOMER" (VOTE 3-0-1 WITH COUNCILMEMBER GAASTERLAND RECUSED)**

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmember Quirk; Noes: 0; Recuse: Councilmember Gaasterland; Absent: 0; Abstain: 0.

**CITY COUNCIL OTHER BUSINESS**

**ITEM 11: UNDERGROUNDING PROGRAM UPDATES AND UPAC PROJECT EFFICIENCY SUBCOMMITTEE PRESENTATION (CLERK’S FILE NO. 1001-2)**

An introduction to the item was provided by City Manager Jones. A presentation was provided by Principal Engineer Martin Boyd, with San Diego Gas & Electric (SDG&E) representative Kelly Fitzgerald available to provide comments.

Council questions focused on the variations in cost per linear foot and whether lower Stratford South and Crest Canyon costs will update Districts 2 and 3 estimates; review of Stratford paving estimates at the Goals and Priorities Workshop; timing of the engineer’s estimate, inclusion of contingency, and Council review prior to bidding; updated Measure Q cash flows and future financial reporting following Enterprise Resource Planning (ERP implementation); contractors’ approach consistency across districts; whether SDG&E wires must be removed before communications work proceeds; bird nesting season impacts and lagoon cultural monitoring costs. Council requested clarification on why not all property owners have been notified to proceed with their lateral work; whether contingency is typically higher during design than after final design and bids are received; the type of AT&T communications on the poles and their planned upgrades; the San Dieguito Drive construction timeline; and factors delaying the homeowners’ portion of the project.

Mayor Martinez opened the item to public comment and Laura Demarco spoke. Mayor Martinez closed the item to public comment.

Council discussion focused on the importance of road access for emergency vehicles and residents, appropriate traffic control measures, and the positive feedback Council received regarding the contractor’s courteous interactions with the residents.

A second presentation was provided by the Undergrounding Program Advisory Committee (UPAC) project efficiency subcommittee, represented by UPAC Member/Subcommittee Chair Adam Wallace and UPAC Member Tom McGreal. Council questions focused on SDG&E costs compared to other utility providers such as Southern California Edison (SCE) and Pacific Gas & Electric (PG&E); cost per foot comparison between Del Mar and other cities such as Laguna Beach and related factors. Council discussion focused on staff’s approach to minimizing the project costs and being fiscally prudent. Council commended staff’s project management efforts and the UPAC subcommittee’s informative presentation.

**COUNCIL MEETING RECESS:**

The City Council took a meeting recess from approximately 8:10 p.m. to 8:15 pm.

**ITEM 12: UPDATE TO 2026 CITY COUNCIL REGIONAL AND LOCAL APPOINTMENTS (CLERK’S FILE NO. 401-1)**

A brief presentation of the item was provided by City Manager Jones.

Mayor Martinez opened the item to public comment and there were no public speakers.

Council discussed the responsibilities and expectations of Council liaisons to the City advisory committees; advisory nature of committees; alignment of the committees’ work plans with Council Goals and Priorities and established City work plan.

Council consensus was to make the following changes to the 2026 Regional and Local Appointments: 1) Appoint Deputy Mayor Spelich as the sole Council liaison to the Finance and Lagoon committees, with no alternate Council liaison; 2) Appoint Deputy Mayor Spelich as the primary Council liaison to the Undergrounding Program Advisory Committee (UPAC) and Mayor Martinez as the alternate Council liaison.

**REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS**

City Council representatives reported on SANDAG Board of Directors, Clean Energy Alliance JPA, CSA-17, Cal-Cities Policy Committee on Transportation, Public Works and Telecommunications.

Council directed staff to request that SANDAG present an update on the Trestle Bridge project and consider adjustments to formatting on future financial reports if possible.

**ADJOURNMENT**

Mayor Martinez adjourned the meeting at 8:55 p.m.

---

Kseniia Izgarskaia, Senior Management Analyst



**LIST OF DEMANDS**  
**CITY OF DEL MAR**  
*for*  
**City Council Meeting**  
**March 3, 2026**

Vendor Payment Checks	\$ 88,537.45
Voids	-
Electronic Fund Transfers (EFT)	41,040.67
Electronic Wires	112,139.08
Total	<u>\$ 241,717.20</u>

Approved by: 

\_\_\_\_\_  
Marco Camacho  
Finance Manager/Treasurer

Date: 2/23/26  
\_\_\_\_\_

Approved by: \_\_\_\_\_

\_\_\_\_\_  
Tracy Martinez  
Mayor

Date: \_\_\_\_\_  
\_\_\_\_\_

Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7533	2/13/2026	kay01	ADAM KAYE	JAN-25	1/28/2026	COMM SRVCS JAN	3,525.00	3,525.00
	Voucher:	7533						
7534	2/13/2026	coa21	COAST NEWS GROUP	00159997	1/30/2026	AD - ORDIN INTRO 23.12	77.50	77.50
	Voucher:	7534						
7535	2/13/2026	cor07	CORODATA RECORDS MGT	RS7148405	1/31/2026	STORAGE SRVCS JAN	166.98	166.98
	Voucher:	7535						
7536	2/13/2026	cor22	CORVEL CORPORATION	1969746	1/21/2026	MED MAINT - JAN	256.00	256.00
	Voucher:	7536						
7537	2/13/2026	dix01	DIXIELINE LUMBER CO	06-0629268	1/26/2026	OPERATING SUPP PW	211.97	
	Voucher:	7537		06-0630125	1/30/2026	OPERATING SUPP PW	113.14	
				06-0630056	1/30/2026	OPERATING SUPP PW	109.09	
				06-0631143	2/9/2026	OPERATING SUPP FIRE	83.93	
				06-0630361	2/3/2026	OPERATING SUPP PW	61.01	
				06-0631413	2/10/2026	OPERATING SUPP FIRE	7.33	
				06-0630432	2/3/2026	OPERATING SUPP PW	4.88	591.35
7538	2/13/2026	fer07	FERGUSON ENTERPRISES I	0899968	2/2/2026	WATER METER PARTS	2,975.11	
	Voucher:	7538		0899558	1/28/2026	WATER METER PARTS	487.20	3,462.31
7539	2/13/2026	gra26	GRANICUS LLC	Q-521285	2/10/2026	BOARDS/COMMISSIONS SFTWR	3,257.79	3,257.79
	Voucher:	7539						
7540	2/13/2026	opt03	OPTIMIZED INVESTMENT PA	1602	2/10/2026	INVSTMT SRVCS JAN	2,956.06	2,956.06
	Voucher:	7540						
7541	2/13/2026	pru01	PRUDENTIAL OVERALL SUP	132362762	1/30/2026	UNIFORMS PW - 1/30	74.22	74.22
	Voucher:	7541						
7542	2/13/2026	red04	REDFLEX TRAFFIC SYSTEM	INV0116086	1/31/2026	RED LIGHT CAMERA JAN	5,441.49	5,441.49
	Voucher:	7542						
7543	2/13/2026	tow05	TOWNSEND PUBLIC AFFAIR	24753	2/1/2026	LEGISLATIVE SRVCS FEB	4,500.00	4,500.00
	Voucher:	7543						
7544	2/13/2026	wex01	WEX BANK	0496-00-495760-1	2/6/2026	GAS & OIL FIRE JAN	1,364.95	1,364.95
	Voucher:	7544						
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								<b>25,673.65</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140732	2/13/2026	ada07	ADAMS, JENNIFER	Ref000183522	2/5/2026	UB Refund Cst #00008504	572.89	572.89
		Voucher: 140732						
140733	2/13/2026	sbc03	AT&T	9391059863	2/1/2026	TELEPHONE JAN	670.98	670.98
		Voucher: 140733						
140734	2/13/2026	azt02	AZTEC LANDSCAPING INC, I	J2256	1/31/2026	JANITORIAL SRVCS CH JAN	2,564.00	
		Voucher: 140734		J2257	1/31/2026	JANITORIAL SRVCS PW JAN	501.00	3,065.00
140735	2/13/2026	bad01	BADGER METER INC	1783753	1/30/2026	MAINT/REPAIR SUPP PW	373.90	
		Voucher: 140735		1783412	1/29/2026	MAINT/REPAIR SUPP PW	373.82	747.72
140736	2/13/2026	bal15	BALTAZAR HOME IMPROVEM	2059	1/23/2026	CARPET REPAIRS CH	675.00	675.00
		Voucher: 140736						
140737	2/13/2026	emb02	CHRISTOPHER J GIAQUINTA	872592	2/4/2026	EMBROIDERY SRVCS PW	129.01	129.01
		Voucher: 140737						
140738	2/13/2026	cin02	CINTAS	5316889002	2/5/2026	FIRST AID KIT SUPP PW	308.88	308.88
		Voucher: 140738						
140739	2/13/2026	cit07	CITY OF SAN DIEGO	1000441116	2/3/2026	PENSAQUITOS SEWER SYS	583.00	583.00
		Voucher: 140739						
140740	2/13/2026	sol01	CITY OF SOLANA BEACH	02102026	2/10/2026	OFF TRACK JAN	775.24	
		Voucher: 140740		221134	2/9/2026	PALOMAR TRNG FALL 25	142.00	917.24
140741	2/13/2026	coa10	COASTAL LIVESCAN SERVIC	43612	1/31/2026	LIVESCAN SRVCS JAN	65.00	65.00
		Voucher: 140741						
140742	2/13/2026	cou01	COUNTY OF SAN DIEGO	01132026	1/13/2026	PARKING BAIL DEC	19,604.00	19,604.00
		Voucher: 140742						
140743	2/13/2026	dav24	DAVIS FARR LLP	4271	2/9/2026	AUDIT SRVCS JAN	7,930.00	7,930.00
		Voucher: 140743						
140744	2/13/2026	lee01	DCL ENTERPRISES INC DBA	0000097459	2/4/2026	DOOR REPAIRS CS	395.00	395.00
		Voucher: 140744						
140745	2/13/2026	del06	DEL MAR AUTOMOTIVE SER	051832	2/6/2026	VEH MAINT PW #392	173.93	
		Voucher: 140745		051835	2/6/2026	VEH MAINT PW #370	169.31	
				051804	2/4/2026	VEH MAINT PW #391	120.49	
				051810	2/4/2026	VEH MAINT PW #394	116.89	
				051825	2/5/2026	VEH MAINT PW #390	114.90	695.52
140746	2/13/2026	dun02	DUNN-EDWARDS PAINTS	2082A38591	2/2/2026	PAINT SUPP PW	68.37	
		Voucher: 140746		2082A38592	2/2/2026	PAINT SUPP PW	15.99	84.36
140747	2/13/2026	evo01	EVOLUTION ELECTRICAL, C	2330	1/30/2026	ELECTRICAL SRVCS PW	1,015.00	
		Voucher: 140747		2332	2/2/2026	ELECTRICAL SRVCS PW	487.50	1,502.50

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140748	2/13/2026	fis12	FISHER INTEGRATED INC	2335	2/2/2026	VIDEO STREAMING JAN	1,100.00
	Voucher:	140748		2334	2/1/2026	VIDEO STREAMING DEC	850.00
140749	2/13/2026	gal02	GALLS LLC	033874503	1/27/2026	UNIFORMS CS	112.04
	Voucher:	140749					112.04
140750	2/13/2026	qfo01	GFOA	00027999	1/26/2026	ACFR SUBMITTAL - FY25	505.00
	Voucher:	140750					505.00
140751	2/13/2026	gol17	GOLDEN ERGONOMICS LLC	12068	2/9/2026	ERGO EVAL	375.00
	Voucher:	140751					375.00
140752	2/13/2026	gra02	GRAINGER	9789132918	1/29/2026	MAINT/REPAIR SUPP PW	250.80
	Voucher:	140752		9786345612	1/28/2026	MAINT/REPAIR SUPP PW	190.40
140753	2/13/2026	kul04	KULLY SUPPLY INC	696101	1/27/2026	MAINT/REPAIR SUPP PW	989.03
	Voucher:	140753		696362	1/29/2026	MAINT/REPAIR SUPP PW	628.36
140754	2/13/2026	mar11	MARSHALLS INDUSTRIAL H/	797648/1	1/29/2026	TOOLS/EQUIP PW	417.83
	Voucher:	140754					417.83
140755	2/13/2026	mar56	MARTINEZ, RHONDA	02052026	2/5/2026	PHCC EVENT RFND #2025-443	800.00
	Voucher:	140755					800.00
140756	2/13/2026	mis13	MISSION COAST PLUMBING	2740	1/29/2026	WATER HEATER CH	2,185.00
	Voucher:	140756					2,185.00
140757	2/13/2026	nap01	NAPA AUTO PARTS	751387	1/15/2026	VEH MAINT SUPP PW	164.47
	Voucher:	140757					164.47
140758	2/13/2026	con17	OCCUPATIONAL HEALTH CT	89691932	1/27/2026	EMPLOYEE TESTING JAN	130.00
	Voucher:	140758					130.00
140759	2/13/2026	pro24	PROGRESSIVE TECHNOLOG	71303	2/3/2026	ALARM SRVCS CH	380.00
	Voucher:	140759		71306	2/3/2026	ALARM SRVCS CH	380.00
140760	2/13/2026	san138	SAN DIEGO ELEVATOR & LIF	7102565	2/5/2026	ELEVATOR MAINT CH FEB	200.00
	Voucher:	140760					200.00

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140761	2/13/2026	sdg02	SAN DIEGO GAS & ELECTRI	0081 7377 2988 5	2/5/2026	UTILITIES JAN	9,625.80
	Voucher:	140761		0066 5491 6833 1	2/5/2026	UTILITIES JAN	7,401.89
				2100 0065 8024 7	2/5/2026	UTILITIES JAN	1,461.72
				0067 3735 0888 1	2/5/2026	UTILITIES JAN	353.35
				0099 5222 5392 9	2/3/2026	UTILITIES JAN	23.79
				0096 3381 7034 7	2/5/2026	UTILITIES JAN	22.27
				0096 3381 7034 7	12/5/2025	UTILITIES NOV	21.53
				0096 3381 7034 7	1/7/2026	UTILITIES DEC	20.96
				0085 7750 3585 7	2/5/2026	UTILITIES JAN	20.56
				0066 5491 5032 1	2/3/2026	UTILITIES JAN	11.73
				0096 3381 7034 7	11/5/2025	UTILITIES OCT	-61.31
							18,902.29
140762	2/13/2026	san20	SAN DIEGUITO RIVER PARK	02102026	2/10/2026	OFF TRACK JAN	387.62
	Voucher:	140762					387.62
140763	2/13/2026	sch43	SCHWARTZ, DANIEL	02052026	2/5/2026	PHCC EVENT RFND #2026-003	800.00
	Voucher:	140763					800.00
140764	2/13/2026	sde01	SD ELECTRIC BIKE LLC, DB/	15775	2/9/2026	ELEC BIKE MAINT CS	70.63
	Voucher:	140764					70.63
140765	2/13/2026	ses01	SESAC	79974	12/31/2026	ANNUAL SESAC FEE	641.00
	Voucher:	140765					641.00
140766	2/13/2026	sig12	SIGNA DIGITAL SOLUTIONS	42695039	2/9/2026	COPIER CH FEB	812.64
	Voucher:	140766					812.64
140767	2/13/2026	son02	SONSRAY MACHINERY LLC	SWO084915	1/28/2026	LOADER REPAIR PW	8,666.96
	Voucher:	140767					8,666.96
140768	2/13/2026	sou08	SOUTHWEST SIGNAL SERVI	84805	1/31/2026	SIGNAL MAINT JAN	490.42
	Voucher:	140768		84806	1/31/2026	SIGNAL MAINT JAN	149.21
							639.63
140769	2/13/2026	uni25	STAXUP - UNITS LLC	19319	2/5/2026	STORAGE CS FEB	289.85
	Voucher:	140769					289.85
140770	2/13/2026	str31	STRONG MOBILE DIESEL LL	240001648	1/27/2026	BEACH CLNR MAINT PW	3,377.79
	Voucher:	140770					3,377.79
140771	2/13/2026	ter01	TERMINIX INT CO LTD, PART	468318895	1/27/2026	PEST CONTROL FIRE - JAN	85.86
	Voucher:	140771					85.86
140772	2/13/2026	t-mo01	T-MOBILE USA INC	980755647	1/21/2026	TELEPHONE JAN	12.10
	Voucher:	140772					12.10
140773	2/13/2026	und01	UNDERGROUND SERVICE A	120260236	2/1/2026	CONT SRVCS JAN	216.40
	Voucher:	140773		25-262432	2/1/2026	CONT SRVCS JAN	67.58
							283.98

---

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
140774	2/13/2026	wax02	WAXIE'S ENTERPRISES, LLC 83765962	2/4/2026	JANITORIAL SUPPLIES	1,284.97	1,284.97
	Voucher:	140774					
140775	2/13/2026	zon02	ZONE TRAFFIC ENGINEERIN 25033-02REV1	1/31/2026	TRAFFIC ENGR SRVCS JAN	4,678.10	4,678.10
	Voucher:	140775					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>88,537.45</b>

56 checks in this report.

Grand Total All Checks: 114,211.10



Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4206	2/20/2026	irs01	IRS, UNITED STATES TREAS	Ben183685	2/20/2026	FEDERAL TAX: PAYMENT	40,418.46
	Voucher:	4206					
4207	2/20/2026	per01	PERS	Ben183687	2/20/2026	PERS CONTRIBUTIONS: PAYMEN	57,320.30
	Voucher:	4207					
4208	2/20/2026	per02	PERS 457	Ben183689	2/20/2026	CALPERS 457 DEFERRED COMF	2,738.26
	Voucher:	4208					
4209	2/20/2026	edd01	EMPLOYMENT DEVELOPME	Ben183691	2/20/2026	STATE TAX: PAYMENT	11,662.06
	Voucher:	4209					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>112,139.08</b>

**Bank : eusbnk EFT GENERAL ACCOUNT US BANK**

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
7545	2/20/2026	mis07	107413 STATE ST BANK & TF Ben183681	2/20/2026	401A PLAN: PAYMENT	555.16	555.16	
		Voucher:	7545					
7546	2/20/2026	mis08	303845 STATE ST BANK & TF Ben183673	2/20/2026	MISSION SQUARE 457B: PAYMEI	10,474.82	10,474.82	
		Voucher:	7546					
7547	2/20/2026	mis09	803808 STATE ST BANK & TF Ben183683	2/20/2026	RETIREMENT HEALTH SAVINGS	748.81	748.81	
		Voucher:	7547					
7548	2/20/2026	uni21	DEL MAR CITY EMPLOYEES Ben183675	2/20/2026	DMCEA DUES: PAYMENT	299.00	299.00	
		Voucher:	7548					
7549	2/20/2026	nat15	NATIONAL BENEFIT SERVICE Ben183679	2/20/2026	SEC. 125 FLEXIBLE SAVINGS AC	1,856.19	1,856.19	
		Voucher:	7549					
7550	2/20/2026	par21	U.S. BANK PARS FFC 674602 Ben183677	2/20/2026	PUBLIC AGENCY RETIREMENT S	1,433.04	1,433.04	
		Voucher:	7550					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								15,367.02

10 checks in this report.

Grand Total All Checks: 127,506.10





# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nestor Machado, Associate Management Analyst  
Karen Brindley, Planning and Community Development Director  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Agreement with Civic Solutions, Inc. for Contract Planning Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a Professional Services Agreement (Agreement) with Civic Solutions, Inc. (Attachment A) to continue providing contract as-needed planning services from February 4, 2026, through February 4, 2027; and 2) Authorize the City Manager to execute the Agreement and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance by the consultant.

## BACKGROUND:

The City of Del Mar has partnered with Civic Solutions, Inc. (Civic Solutions) since August 2023 to provide contract planning services to create capacity for existing staff and cover staffing vacancies related to maternity and other necessary leaves of absence. Services are provided at the Associate or Senior Planner level depending on the complexity of the work assignments at an average of 27 hours per week. Some of the projects currently supported by the contract planner include residential development applications and a Hotel Specific Plan Amendment. The Specific Plan Amendment entails a level of complexity that is associated with the qualifications of a Senior Planner, which the Planning and Community Development Department is currently lacking. Therefore, the contract planner's services at the Senior Planner level, with oversight by an in-house Principal Planner, is critical to processing of the Specific Plan Amendment and other complex projects.

## DISCUSSION/ANALYSIS:

The current contract with Civic Solutions expired on February 3, 2026. To continue meeting critical staffing needs in the Planning & Community Development Department, the City entered into an emergency Agreement with Civic Solutions for contract planning services (Attachment A) on February 4, 2026, based on Del Mar Municipal Code (DMMC) Section 7.04.090 (A) - Exemption from Bidding. Pursuant to DMMC 7.04.080 – Emergency Purchases, the Agreement was previously authorized by the City Manager on an urgency basis due to the high volume of Department work.

Civic Solutions specializes in municipal planning for smaller coastal agencies and has recent experience supporting similar North County coastal agencies, and has provided a high quality of service to the City during the term of the prior agreement for services. The proposed

---

City Council Action:

Agreement is for an initial period of one-year through February 4, 2027, with an option to extend for an additional two-year period. This will allow the City to complete development projects currently being worked on and provide planning services at full capacity while the Planning and Community Department prepares for an anticipated employee retirement and covers other staffing leaves of absence.

FISCAL IMPACT:

This is no fiscal action to be taken by the City Council related to this agenda item. On average, the costs for contract planning services are \$13,350 per month under the 27 hours per week schedule. Funds will be included in the Fiscal Year (FY) 2025-26 Mid-Year Budget Update and the FY 2026-27 Budget Update.

ENVIRONMENTAL REVIEW:

The proposed City Council action does not constitute a “project” under the definition set forth in the California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This is an operational item and not included on the City Council’s list of Goals and Priorities.

ATTACHMENTS:

Attachment A – Agreement with Civic Solutions, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND CIVIC SOLUTIONS, INC.  
FOR AS-NEEDED CONTRACT PLANNING SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 4<sup>th</sup> day of February, 2026 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Civic Solutions, Inc. (“Consultant”) (collectively “Parties”).

**WHEREAS**, the City desires to employ a consultant to provide contract planning services (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

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

**WHEREAS**, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

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

**1. CONSULTING SERVICES.**

**1.1 Scope of Services.** The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein. Such services shall be provided at the direction of the City.

**1.2. Designated Point of Contact.** City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services. Prior to the start of services, each Party shall identify for the other a designated point of contact for administration and oversight of the services to be provided under this Agreement, with notification of any change to the point of contact within thirty (30) days.

**1.3. City Modification of Scope of Services.** City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

**2. DURATION OF AGREEMENT.**

**2.1 Term, Time for Performance.** This Agreement shall be effective beginning on February 4, 2026, and ending February 4, 2027. The agreement may be extended for an additional two (2) year period, upon written approval of both parties. Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

**2.2 Delay.** Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

**2.3 City's Right to Terminate for Default.** Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

**2.4 City's Right to Terminate without Cause.** Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

**3. PERFORMANCE AFTER TERMINATION.** Upon termination of this Agreement as provided herein, Consultant shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Consultant to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant shall be delivered to the City Manager, upon his request, as property of City.

#### **4. COMPENSATION.**

**4.1 Total Amount.** Compensation to Consultant shall be provided in accordance with the rates described in the Scope of Services contained in **Exhibit "A"** and incorporated herein. Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

**4.2 Additional Services.** City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

**5. INDEPENDENT CONTRACTOR.** Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits,

Consultant being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**6. STATEMENT OF EXPERIENCE.** Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

**7. AUDIT OF RECORDS.**

**7.1** At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

**7.2** The Consultant shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

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

**9. CONFLICTS OF INTEREST.**

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

**9.2** Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**9.3** If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

**10. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

## **11. INSURANCE**

**11.1** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

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

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

**11.3.1 Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**11.3.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing

coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**11.3.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**11.3.4 Consulting Liability.** Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

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

**11.5 Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**11.5.1** The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

**11.5.2** The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**11.6 Verification of Coverage.** Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. DEFENSE AND INDEMNIFICATION.**

**12.1** Consultant agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services

under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

**12.2** This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Consultant provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

**12.3** Consultant agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Consultant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Consultant is liable and that an adjudication of Consultant's liability is not a condition precedent to Consultant's duty to defend.

### **13. SUBCONTRACTORS.**

**13.1** The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

**13.2** All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

**13.3** In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

**14. NON-DISCRIMINATION.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

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

If to City:  
 City of Del Mar  
 City Clerk  
 1050 Camino del Mar  
 Del Mar, CA 92014  
[cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us)

If to Consultant:  
 Civic Solutions  
 Thomas G. Merrell, President  
 111 Corporate Dr., Suite 120  
 Ladera Ranch, CA 92694  
[merrell@civicsolutions.com](mailto:merrell@civicsolutions.com)

**16 ASSIGNABILITY.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

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

**18. CALIFORNIA LAW; VENUE/MISC.** This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

**19. COMPLIANCE WITH LAWS.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which

may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

**20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

**21. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

**22. AMENDMENTS.** This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

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

**24. SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

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

**26. LEGAL FEES.** In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

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

**28. EXHIBITS INCORPORATED.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**29. SIGNING AUTHORITY.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

**CITY OF DEL MAR,**  
a municipal corporation

**CIVIC SOLUTIONS, INC.**

By: \_\_\_\_\_  
Ashley Jones, City Manager

By: \_\_\_\_\_  
Thomas G. Merrell, President

ATTEST:

\_\_\_\_\_  
Sarah Krietor, Administrative Services  
Manager/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Cameron, City Attorney



February 10, 2026

Ms. Karen Brindley  
Planning and Community Development Director  
City of Del Mar  
1050 Camino del Mar  
Del Mar, CA 92014

**Subject: On-Call Professional Planning Services Proposal**

Dear Ms. Brindley:

This letter serves as a proposal to continue to perform professional services with your Planning team. The following are examples of the types of services we can provide:

**Zoning Review & Customer Service**

- Work with applicants, residents, and industry professionals at the public counter
- Respond to phone and email inquiries relating to the planning and permitting process
- Respond to public records requests
- Perform planning application intake
- Perform research and analysis
- Review construction plans for building permitting
- Review and process ministerial and administrative permit applications
- Calculate fees relating to planning application review and permits
- Maintain records

**Development Review**

- Work with applicants on submittal requirements and advise on the development review process
- Attend staff review and pre-application meetings
- Review and examine project applications and associated drawings, specifications, and supporting records to confirm compliance with the City's ordinances, policies and guidelines
- Coordinate with and manage staff, technical professionals and stakeholders
- Respond to inquiries from stakeholders from among the public and internal and external agencies and departments
- Manage the Coastal, CEQA, and other similar processes required by federal, state and local laws (e.g., NEPA, tribal consultation)
- Report issues of concern to appropriate staff

- Prepare draft staff reports, resolutions, ordinances and other related documents
- Present at design review board, Planning Commission, City Council, and other public meetings.

We also have staff capable of working on Advance Planning initiatives and preparing CEQA documentation up to and including Mitigated Negative Declarations, and through subconsulting relationships with other local firms we can also provide a full complement of GIS, graphic design, and document processing services.

All of Civic Solutions' professional planners are thoroughly vetted and must meet rigorous qualifications prior to employment. Two of those requirements are 1) a firm commitment to working in the public interest as an extension of our client counterparts, and 2) to have experience working with public agencies. With that commitment and experience, our objectives are to come alongside your team as seamlessly as possible, learn your codes, policies, procedures, and technology, and provide a high level of service throughout the duration of our engagement. As part of this, our staff will also strive to develop excellent working relationships with your staff and other internal and external stakeholders. In all things, Civic Solutions' staff embrace integrity, transparency, quality, courtesy, friendliness, and efficiency.

It would be my pleasure to serve as your primary point of contact on this engagement for the purpose of contract administration and staff resource management.

Thank you for this opportunity to submit this proposal, and we hope to be working with you and your staff in the near future!

Sincerely,  
CIVIC SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read "George Buell", written in a cursive style.

George Buell  
Senior Vice President

Attachments:

1. Company Profile
2. Fee Schedule

## Company Profile

Civic Solutions, Inc. was established in 1991 and has maintained its focused commitment to serve public agencies for over 30 years. We are a community development consulting firm that provides comprehensive planning, entitlement, and management services to municipalities, special districts, and other public agencies. The firm is established around the principle that community planning and development ultimately serve the public interest.

The idea for Civic Solutions emanated from its founder Tom Merrell's passion for public service. After serving in various capacities in public Planning and Community Development departments as an employee, he started Civic Solutions by providing services for cities in the Southern California area and has grown the firm to provide urban planning and community development services state-wide.

We are a local business with company headquarters in San Juan Capistrano and a satellite office in the city of Ontario. The company is a California Corporation, and Tom Merrell serves as President and Chairman of the Board. Guided by the company philosophy that planning is for people, Civic Solutions is ideally equipped to successfully complete community development projects to the satisfaction of our clients and the communities we serve.

We provide "added value" services in all planning functions. The experienced professionals who staff our firm have extensive backgrounds in public sector service. Our services include all functions of a municipal planning department, including discretionary case processing, public information services, code compliance/plan checking, site visits, mitigation monitoring, code enforcement, zoning code amendments, architectural design guidelines, specific plans, policy planning, general plan updates, and management services. We provide support services in the form of graphics, design evaluation, analysis of alternatives, report writing, environmental impact documentation, annexations, grant writing, housing elements, citizen participation programs, and other community development activities.

**On-Call Contract Planning Services**  
**City of Del Mar**

**FEE SCHEDULE THROUGH FY '26 - '27**

<b>POSITION</b>	<b>PROPOSED HOURLY RATES</b>
PRINCIPAL PLANNER	\$183
SENIOR PLANNER	\$172
ASSOCIATE PLANNER	\$152
ASSISTANT PLANNER	\$141
PLANNING TECHNICIAN	\$125
GRAPHIC DESIGN AND ADMINISTRATIVE PROFESSIONAL	\$98

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance discussions, etc. Work performed on a time and material basis will be billed monthly, and will be due in accordance with the terms of the contract.

The rates set forth herein shall remain in effect through June 30, 2027. Beginning July 1, 2027, and each July 1 thereafter, rates shall be adjusted annually in an amount commensurate with the San Diego Area Consumer Price Index (CPI) or five percent (5%), whichever is lower.

**CONTACT INFORMATION**

Corporate Name                      Civic Solutions, Inc.  
Please note the new address:  
Corporate Office                    111 Corporate Drive, Suite 120, Ladera Ranch, CA 92694  
Phone                                    (949) 489-1442  
Web Address                         www.civicsolutions.com  
Federal Tax ID                        33-0689860  
President                                Thomas G. Merrell  
Senior Vice President                George Buell



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nestor Machado, Associate Management Analyst  
Karen Brindley, Planning and Community Development Director  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Agreement for As-Needed Housing Legal Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Approve a Professional Services Agreement (Agreement) with Goldfarb & Lipman, LLP (Goldfarb & Lipman) (Attachment A) to provide as-needed housing legal services for an initial three-year period March 3, 2026, through March 3, 2029; and 2) Authorize the City Manager to execute the Agreement and any subsequent term extension amendments provided for under the Agreement contingent upon satisfactory performance by the consultant firm.

## BACKGROUND:

The City of Del Mar continues to work on housing programs associated with the 6<sup>th</sup> Cycle Housing Element in order to meet deadlines required by the State. As housing programs continue to progress, certain programs require legal review services to ensure compliance with applicable laws and regulations. While the City Attorney's Office weighs in on all legal matters for the City, certain matters require specialized legal review and expertise. In the past, the City has retained outside legal services pertaining to state housing law, housing element, affordable housing, and other related matters from Goldfarb & Lipman, which served as a sub-contractor to the City Attorney's Office firm Devaney, Pate, Morris and Cameron, LLP.

## DISCUSSION/ANALYSIS:

In order to continue progress with housing related items, staff recommends the City enter into an agreement with Goldfarb & Lipman for housing legal services utilizing Del Mar Municipal Code Section 7.04.090(B) – Exemption from Bidding, due to the firm's unique and highly specialized expertise in housing law.

Goldfarb & Lipman have provided legal services to the City since 2021, and are familiar with the City's processes, certified Housing Element, current housing projects and programs, and have worked closely with the City Attorney's Office. Goldfarb & Lipman

---

## City Council Action:

specializes in affordable housing development financing and development activities, preparing and negotiating financing and land disposition documents, and land use matters related to housing law, housing element compliance, and processing development project applications.

FISCAL IMPACT:

There is no fiscal impact associated with this action. The cost of services will vary annually depending on the City's work plan and need for these specialized legal services. Funds necessary to cover housing legal services are included in the Fiscal Years 2025-2026 and Fiscal Years 2026-2027 Capital and Operating Budget.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This is an operational item and is not included in the City Council's list of Goals & Priorities.

ATTACHMENTS:

Attachment A – Agreement with Goldfarb & Lipman, LLP

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND GOLDFARB & LIPMAN, LLP  
FOR AS-NEEDED HOUSING LEGAL SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 3<sup>rd</sup> day of March, 2026 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Goldfarb & Lipman LLP, a California limited liability partnership (“Consultant”) (collectively “Parties”).

**WHEREAS**, the City desires to employ a consultant to provide legal advice related to affordable housing and State Housing law and affordable housing (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

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

**WHEREAS**, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

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

**1. CONSULTING SERVICES.**

**1.1 Scope of Services.** The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein. Such services shall be provided at the direction of the City.

**1.2. Designated Point of Contact.** City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services. Prior to the start of services, each Party shall identify for the other a designated point of contact for administration and oversight of the services to be provided under this Agreement, with notification of any change to the point of contact within thirty (30) days.

**1.3. City Modification of Scope of Services.** City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

**2. DURATION OF AGREEMENT.**

**2.1 Term, Time for Performance.** This Agreement shall be effective for a period of three (3) years beginning on March 3, 2026, and ending March 3, 2029. The agreement may be extended for an additional two (2) year period, upon written approval of both parties. Time

is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

**2.2 Delay.** Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

**2.3 City's Right to Terminate for Default.** Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

**2.4 City's Right to Terminate without Cause.** Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

**3. PERFORMANCE AFTER TERMINATION.** Upon termination of this Agreement as provided herein, Consultant shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Consultant to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant shall be delivered to the City Manager, upon his request, as property of City.

#### **4. COMPENSATION.**

**4.1 Total Amount.** Compensation to Consultant shall be provided in accordance with the rates described in the Scope of Services contained in **Exhibit "A"** and incorporated herein. Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

**4.2 Additional Services.** City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

**5. INDEPENDENT CONTRACTOR.** Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being

performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**6. STATEMENT OF EXPERIENCE.** Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

**7. AUDIT OF RECORDS.**

**7.1** At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

**7.2** The Consultant shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

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

**9. CONFLICTS OF INTEREST.**

**9.1** Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code § 87103. Consultant

represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

**9.2** Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**9.3** If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

**10. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

## **11. INSURANCE**

**11.1** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

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

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

**11.3.1 Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**11.3.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**11.3.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**11.3.4 Consulting Liability.** Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

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

**11.5 Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**11.5.1** The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

**11.5.2** The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**11.6 Verification of Coverage.** Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. DEFENSE AND INDEMNIFICATION.**

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

**12.2** This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Consultant provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

**12.3** Consultant agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Consultant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Consultant is liable and that an adjudication of Consultant's liability is not a condition precedent to Consultant's duty to defend.

## **13. SUBCONTRACTORS.**

**13.1** The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

**13.2** All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

**13.3** In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

**14. NON-DISCRIMINATION.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class

protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

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

If to City:  
City of Del Mar  
City Clerk  
1050 Camino del Mar  
Del Mar, CA 92014  
cityclerk@delmar.ca.us

If to Consultant  
Goldfarb & Lipman LLP  
1300 Clay Street, 11<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Rafael Yaquian  
ryaquian@goldfarblipman.com

**16 ASSIGNABILITY.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

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

**18. CALIFORNIA LAW; VENUE/MISC.** This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

**19. COMPLIANCE WITH LAWS.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to,

the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

**20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

**21. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

**22. AMENDMENTS.** This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

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

**24. SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

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

**26. LEGAL FEES.** In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

**27. CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order,

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

**28. EXHIBITS INCORPORATED.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**29. SIGNING AUTHORITY.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

**CITY OF DEL MAR,**  
a municipal corporation

**GOLDFARB & LIPMAN, LLP.** a California  
limited liability partnership

By: \_\_\_\_\_  
Ashley Jones, City Manager

By: \_\_\_\_\_  
Rafael Yaquian, Partner

ATTEST:

\_\_\_\_\_  
Sarah Krietor, Administrative Services  
Manager/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christina Cameron, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES & COMPENSATION**

The legal services to be provided under the Agreement to which this exhibit is attached includes, legal advice related to: (i) for-sale and rental affordable housing development financing and development activities; (ii) preparing and negotiating financing and land disposition documents furthering the City's affordable housing activities; (iii) various land use matters relating to housing law, housing element compliance, and processing development project applications.

Goldfarb & Lipman's legal fees for Scope of Services will be billed on an hourly basis for services provided to date and for ongoing services and payable monthly. The billing rates reflect our standard rate for legal advice and representation for public agency clients as of January 2026 and are subject to the increases described in Goldfarb & Lipman's billing policies. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon 60 days prior written notice to the City.

The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the matters covered under the Scope of Services, including calls and emails with the City and other parties and attorneys. The legal personnel assigned to matters under this Agreement may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Goldfarb & Lipman will charge for waiting time and for travel time, both local and out of town, unless otherwise specified.

Partner	\$360-\$375
Associate	\$355-\$255
Senior Law Clerk	\$240
Law Clerk	\$210
Project Coordinator	\$210

Rafael Yaquian, will bill at the rate of \$365 per hour.



# City of Del Mar Agenda Report

TO: City Councilmembers

FROM: Mayor Tracy Martinez and Councilmember Dan Quirk, Parks and Recreation Committee Council Liaisons  
Prepared by Denise Galvan, Management Analyst

DATE: March 3, 2026

SUBJECT: Parks and Recreation Committee Appointments

## REQUESTED ACTION/RECOMMENDATION:

The City Council Liaisons to the Parks and Recreation Committee (Committee) recommend that the City Council: 1) Reappoint Lynn Gaylord as a voting member to the Committee to serve a second full three-year term starting March 3, 2026, and ending on March 31, 2029; and 2) Appoint Rebecca Dembitsky to serve a first term as a voting member to the Committee for a full three-year term starting March 3, 2026, and ending on March 31, 2029

## DISCUSSION/ANALYSIS:

The Parks and Recreation Committee (Committee) was established to advise the City Council on matters related to City parks and open space lands, recreation facilities, trails and scenic preserves, and to plan for specific development of Del Mar's open space. The Committee reviews the City's need for park and recreation facilities and guidelines governing the use and enjoyment of public parks and open space lands; makes recommendations to City staff regarding the efficient and adequate maintenance of City parks and open space lands; and reviews guidelines governing the use of the City's trails and the Adopt-a-Spot Program. The Committee consists of five (5) voting members serving three-year terms. One member may be a non-resident.

There are currently two vacancies on the Committee due to the term expirations of Mary Friestedt and Lynn Gaylord on February 28, 2026. City staff advertised the vacancies, and two Citizen Interest Forms were received during the recruitment period from Lynn Gaylord and Rebecca Dembitsky (Attachment A).

If the recommended appointments are approved by the City Council, the Committee will have a full roster with no remaining vacancies. A copy of the current Committee roster is included as Attachment B.

## ATTACHMENTS:

Attachment A – Citizen Interest Forms  
Attachment B – Current Parks and Recreation Committee Roster

---

City Council Action:

# DEL MAR CITIZEN INTEREST FORM

Received Wednesday,  
February 4, 2026 4:12 PM

## I. APPLICANT INFORMATION

Last Name Gaylord First Name Lynn Middle Initial M  
 Home Street Address [REDACTED] City, State Del Mar, CA

*\*Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable) \_\_\_\_\_ City, State \_\_\_\_\_  
 Home Phone Number \_\_\_\_\_ Business Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

## II. APPLICATION DETAILS

I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.):

- Design Review Board
- Finance Committee
- Lagoon Committee
- Measure Q Citizen Oversight Committee
- Parks and Recreation Committee  
Applying for second term
- Other(s) (please indicate): \_\_\_\_\_
- Planning Commission
- Shores Park Master Plan Ad-Hoc Advisory Committee
- Sustainability Advisory Committee
- Traffic and Parking Advisory Committee
- Undergrounding Program Advisory Committee

**Qualifications for appointment and/or reasons for application (attach additional pages as needed):**

I presently serve on the Parks and Recreation Committee and have a deep appreciation for all the work that has gone on prior so that we have the most wonderful open spaces and parks in Del Mar. It took great foresight and courageous residents to make this happen. I want to be one.

**Education:**

BA. Wellesley College  
 MA Columbia University  
 MEd Columbia University

**Relevant Experience (job or volunteer etc.):**

I worked hard to make the Tot Lot a reality through Friends of the Powerhouse and enjoyed many wonderful years there with my grandchildren. A lot of public input is needed to make Shores Park a reality and am good at asking questions!

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

Parks and Recreation

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

The Del Mar Foundation  
 Friends of the Powerhouse  
 Traffic and Parking

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Ann Feeney	Rimini Road	[REDACTED]
Arlene Proter	Zuni Drive	[REDACTED]
Mary Friestadt	Bellaire St.	[REDACTED]

\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.

**Residency**

	Month	Year
I have been a resident of California since:	AUG.	1990
I have been a resident of San Diego County since:	AUG.	1990
I have been a resident of Del Mar since:	JAN.	1995

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> North Bluff            | <input type="checkbox"/> South Bluff |
| <input checked="" type="checkbox"/> North Beach | <input type="checkbox"/> South Hills |
| <input type="checkbox"/> South Beach            | <input type="checkbox"/> North Hills |
| <input type="checkbox"/> Village Center         | <input type="checkbox"/> Valley      |

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

**III. COMMITTEE SPECIFIC QUESTIONS**

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

1. **Finance Committee**

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City's finances most interest you and why?**

2. **Measure Q Citizen Oversight Committee**

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

3. **Traffic and Parking Advisory Committee**

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

4. **Parks and Recreation Committee**

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.

What aspects of the City's parks and recreation most interest you and why?

5. [Lagoon Committee](#)

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

What aspect(s) of being on the Lagoon Committee most interest you and why?

6. [Shores Park Master Plan Ad-Hoc Advisory Committee](#)

The Shores Park Master Plan Ad-Hoc Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

What aspects of being on the Shores Park Master Plan Ad-Hoc Advisory Committee most interest you and why?

*IT IS A BEAUTIFUL OPEN SPACE and could have so many wonderful uses and opportunities for bringing community members together! That's what parks are for!*

Please describe your approach for participating in the development of a preferred concept for the Master Plan for the Shores Park property.

*I think we should gather as many opinions as possible as there have been a lot of changes since this planning process began many years ago.*

7. [Sustainability Advisory Committee](#)

The Sustainability Advisory Committee members are community leaders on environmental issues.

In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?

**Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?**

**8. [Undergrounding Program Advisory Committee](#)**

The Undergrounding Program Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

**9. [Design Review Board](#) and/or [Planning Commission](#)**

**Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.**

**10. For All Committees: Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?**

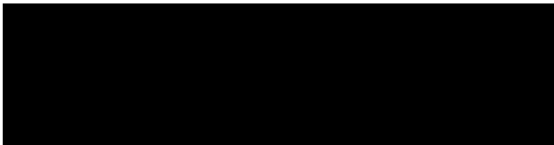
**IV. SIGNATURE AND ACKNOWLEDGEMENT**

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.



Sept 24, 2025  
Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.



# CITY OF DEL MAR

## CITIZEN INTEREST FORM

**IMPORTANT:** Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a [committee meeting](#) and review recent committee [agendas and meeting minutes](#). If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: [Public Meeting Calendar](#).

You can also view current [committee webpages, charters, and member rosters](#) to get more information about each committee. In accordance with *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

**Form Submittal:** Citizen Interest Forms must be submitted by the [published deadline](#). Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us). **Please note:** City Hall is closed to the public for in-person services on Fridays, and Citizen Interest Forms should be submitted via email only on Fridays. Citizen Interest Forms can be submitted in-person or via email Monday through Thursday.

# DEL MAR CITIZEN INTEREST FORM



## I. APPLICANT INFORMATION

Dembitsky Rebecca Y  
Last Name First Name Middle Initial  
[Redacted] Del Mar, California  
Home Street Address\* City, State

*\*Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable) City, State  
[Redacted] [Redacted]  
Home Phone Number Business Phone Number E-mail Address

## II. APPLICATION DETAILS

I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.):

- Design Review Board  Planning Commission
- Finance Committee  Shores Park Master Plan Ad-Hoc Advisory Committee
- Lagoon Committee  Sustainability Advisory Committee
- Measure Q Citizen Oversight Committee  Traffic and Parking Advisory Committee
- Parks and Recreation Committee  Undergrounding Program Advisory Committee
- Other(s) (please indicate): \_\_\_\_\_

**Qualifications for appointment and/or reasons for application (attach additional pages as needed):**

I have lived in Del Mar for 45 years and been involved with the City serving on the Parks and Rec Committee.  
I have been in the Del Mar Garden Club for over 20 years.

**Education:**

Bachelor of Arts  
Teaching Degree

**Relevant Experience (job or volunteer etc.):**

I helped beautify the downtown with the DM Garden Club and made the first walking map of Del Mar.  
Helped Pat Welsh with the Library Wall  
I worked with Linda Chisari and Lane Goodkind to create Crest Rim walking path.d

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

None

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

Del Mar Parks and Rec in the 1990's-2000's

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Mary Friestedt	Bellaire	
Arlene Prater	Zuni	
Pat Welsh	Zapo	

*\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

**Residency**

	Month	Year
I have been a resident of California since:	June	1976
I have been a resident of San Diego County since:	June	1978
I have been a resident of Del Mar since:	June	1981

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- North Bluff
- North Beach
- South Beach
- Village Center
- South Bluff
- South Hills
- North Hills
- Valley

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

### III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

#### 1. Finance Committee

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City's finances most interest you and why?**

#### 2. Measure Q Citizen Oversight Committee

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

#### 3. Traffic and Parking Advisory Committee

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

#### 4. Parks and Recreation Committee

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

**Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.**

I worked with the City of Del Mar Parks and Rec for 20 years  
I have been involved in planting and beautifying the DM Post Office.  
I worked with Lane Goodkind creating the safe walkway of Crest Rim.  
I

**What aspects of the City's parks and recreation most interest you and why?**

Beautifying the city and keeping the Public Paths open and working with Public Works to achieve that goal.

5. [Lagoon Committee](#)

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

**What aspect(s) of being on the Lagoon Committee most interest you and why?**

6. [Shores Park Master Plan Ad-Hoc Advisory Committee](#)

The Shores Park Master Plan Ad-Hoc Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Park Master Plan Ad-Hoc Advisory Committee most interest you and why?**

**Please describe your approach for participating in the development of a preferred concept for the Master Plan for the Shores Park property.**

7. [Sustainability Advisory Committee](#)

The Sustainability Advisory Committee members are community leaders on environmental issues.

**In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?**

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

8. [Undergrounding Program Advisory Committee](#)

The Undergrounding Program Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

9. [Design Review Board](#) and/or [Planning Commission](#)

Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.

10. **For All Committees:** Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

**IV. SIGNATURE AND ACKNOWLEDGEMENT**

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.



Signature

January 30, 2026

\_\_\_\_\_  
Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.

City of Del Mar

# Parks & Recreation Committee

## Board Roster

□ **Lynn Gaylord**

**1st Term** Feb 21, 2023 - Feb 28, 2026

**Appointing Authority** City Council

---

□ **Mary E. Friestedt**

**2nd Term** Feb 02, 2023 - Feb 28, 2026

**Appointing Authority** City Council

---

□ **Ann Feeney**

**1st Term** Jan 02, 2024 - Jan 31, 2027

**Appointing Authority** City Council

**Position** Vice Chair

---

□ **Susan Maronde**

**1st Term** Mar 03, 2025 - Mar 31, 2028

**Appointing Authority** City Council

**Position** Secretary

---

□ **Arlene Prater**

**2nd Term** Apr 01, 2025 - Apr 30, 2028

**Appointing Authority** City Council

**Position** Chair



# City of Del Mar Agenda Report

TO: City Councilmembers

FROM: Mayor Tracy Martinez and Deputy Mayor John Spelich,  
Undergrounding Program Advisory Committee Council Liaisons  
Prepared by Denise Galvan, Management Analyst

DATE: March 3, 2026

SUBJECT: Undergrounding Program Advisory Committee Appointments

## REQUESTED ACTION/RECOMMENDATION:

The City Council Liaisons to the Undergrounding Program Advisory Committee recommend that the City Council reappoint Shirli Weiss and Tom McGreal to the Undergrounding Program Advisory Committee (UPAC) as voting members to serve full three-year terms starting March 3, 2026, and ending on March 31, 2029.

## BACKGROUND:

UPAC works with the Utility Undergrounding Program (UUP) team to move the City's UUP forward in a timely manner, track progress on the goals and tasks, and evaluate ongoing project success and lessons learned to make recommendations for adjustments as necessary. UPAC consists of (7) seven Del Mar residents serving three-year terms. For continuity, UPAC members may continue to be appointed for additional three-year terms through completion of the UUP.

## DISCUSSION/ANALYSIS:

There are currently two vacancies on UPAC due to the term expirations of Shirli Weiss and Tom McGreal on February 28, 2026. City staff advertised the vacancies, and two Citizen Interest Forms were received during the recruitment period from Shirli Weiss and Tom McGreal (Attachment A).

If the recommended appointments are approved by the City Council, UPAC will have a full roster with no remaining vacancies. A copy of the current roster is included as Attachment B for the Council's reference.

## ATTACHMENTS:

Attachment A – Citizen Interest Forms  
Attachment B – Current Undergrounding Program Advisory Committee Roster

---

City Council Action:



# CITY OF DEL MAR

## CITIZEN INTEREST FORM

***IMPORTANT:*** *Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.*

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a [committee meeting](#) and review recent committee [agendas and meeting minutes](#). If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: [Public Meeting Calendar](#).

You can also view current [committee webpages, charters, and member rosters](#) to get more information about each committee. In accordance with *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

**Form Submittal:** Citizen Interest Forms must be submitted by the [published deadline](#). Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us). **Please note:** City Hall is closed to the public for in-person services on Fridays, and Citizen Interest Forms should be submitted via email only on Fridays. Citizen Interest Forms can be submitted in-person or via email Monday through Thursday.



Bachelor of Arts: University of Massachusetts, Amherst  
 Juris Doctor: University of Miami, Miami Florida (last year completed at University of California, Berkeley Law School )

**Relevant Experience (job or volunteer etc.):**

Current Chair of UPAC and past service as a committee member;  
 Over 45 years practice of law in California.

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

Current Chair of UPAC.

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Karen Lare	Sea Cliff Way	██████████
Laura Schaefer	6 <sup>th</sup> St.	██████████
Amy Cheshire	.San Dieguito Dr.	██████████

*\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

**Residency**

	Month	Year
I have been a resident of California since:	June	1976
I have been a resident of San Diego County since:	June	1977
I have been a resident of Del Mar since:	Sept.	1985

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- |   |   |
|---|---|
| <input type="checkbox"/> North Bluff    | <input checked="" type="checkbox"/> South Bluff |
| <input type="checkbox"/> North Beach    | <input type="checkbox"/> South Hills            |
| <input type="checkbox"/> South Beach    | <input type="checkbox"/> North Hills            |
| <input type="checkbox"/> Village Center | <input type="checkbox"/> Valley                 |

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

**III. COMMITTEE SPECIFIC QUESTIONS**

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

**1. Finance Committee**

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City’s finances most interest you and why?**

**2. Measure Q Citizen Oversight Committee**

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

**3. Traffic and Parking Advisory Committee**

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

**4. Parks and Recreation Committee**

The Parks and Recreation Committee is looking for applicants with an interest in the City’s parks and open spaces.

**Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.**

**What aspects of the City's parks and recreation most interest you and why?**

**5. [Lagoon Committee](#)**

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

**What aspect(s) of being on the Lagoon Committee most interest you and why?**

**6. [Shores Park Master Plan Ad-Hoc Advisory Committee](#)**

The Shores Park Master Plan Ad-Hoc Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Park Master Plan Ad-Hoc Advisory Committee most interest you and why?**

**Please describe your approach for participating in the development of a preferred concept for the Master Plan for the Shores Park property.**

**7. [Sustainability Advisory Committee](#)**

The Sustainability Advisory Committee members are community leaders on environmental issues.

**In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?**

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

8. [Undergrounding Program Advisory Committee](#)

The Undergrounding Program Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

Not yet, but soon, I am in district 1A.

I have served on UPAC for several years.

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

I believe Undergrounding its Utilities is a very important project for the City and will both increase the safety and aesthetic quality of the City.

9. [Design Review Board](#) and/or [Planning Commission](#)

Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.

10. **For All Committees:** Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

I would consider it a privilege to continue to serve on the UPAC committee.

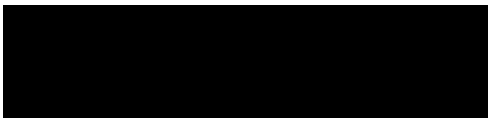
**IV. SIGNATURE AND ACKNOWLEDGEMENT**

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.



\_\_\_\_\_  
Signature

2/3/2026 \_\_\_\_\_  
Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.



# CITY OF DEL MAR

## CITIZEN INTEREST FORM

***IMPORTANT:*** *Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.*

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a [committee meeting](#) and review recent committee [agendas and meeting minutes](#). If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: [Public Meeting Calendar](#).

You can also view current [committee webpages, charters, and member rosters](#) to get more information about each committee. In accordance with *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

**Form Submittal:** Citizen Interest Forms must be submitted by the [published deadline](#). Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us). **Please note:** City Hall is closed to the public for in-person services on Fridays, and Citizen Interest Forms should be submitted via email only on Fridays. Citizen Interest Forms can be submitted in-person or via email Monday through Thursday.

# DEL MAR CITIZEN INTEREST FORM



## I. APPLICANT INFORMATION

McGreal  
Last Name

Thomas  
First Name

K  
Middle Initial

[REDACTED] Del Mar  
Home Street Address\* City, State

*\*Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable) City, State

[REDACTED] [REDACTED] [REDACTED]  
Home Phone Number Business Phone Number E-mail Address

## II. APPLICATION DETAILS

**I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.):**

- Design Review Board
- Finance Committee
- Lagoon Committee
- Measure Q Citizen Oversight Committee
- Parks and Recreation Committee
- Other(s) (please indicate): \_\_\_\_\_
- Planning Commission
- Shores Park Master Plan Ad-Hoc Advisory Committee
- Sustainability Advisory Committee
- Traffic and Parking Advisory Committee
- Undergrounding Program Advisory Committee

**Qualifications for appointment and/or reasons for application (attach additional pages as needed):**

Retired after 35 year career in the financial services industry.

**Education:**

MBA Babson College

**Relevant Experience (job or volunteer etc.):**

Senior management roles with multi-national financial services companies.  
Served on the Board of Del Mar Community Connections

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

Underground Program Advisory Committee  
Measure Q Oversight Committee

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

Finance Committee 3 terms ending 2021

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Joe Sullivan	2028 Ocean Front	
Charlie Gaylord	2820 Ocean Front	
Bud Emerson	1070 Klish Way	

*\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

**Residency**

	Month	Year
I have been a resident of California since:	June	1998
I have been a resident of San Diego County since:	June	1998
I have been a resident of Del Mar since:	June	1998

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- North Bluff
- North Beach
- South Beach
- Village Center
- South Bluff
- South Hills
- North Hills
- Valley

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

### III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

#### 1. Finance Committee

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City's finances most interest you and why?**

#### 2. Measure Q Citizen Oversight Committee

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

#### 3. Traffic and Parking Advisory Committee

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

#### 4. Parks and Recreation Committee

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.

**What aspects of the City's parks and recreation most interest you and why?**

5. [Lagoon Committee](#)

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

**What aspect(s) of being on the Lagoon Committee most interest you and why?**

6. [Shores Park Master Plan Ad-Hoc Advisory Committee](#)

The Shores Park Master Plan Ad-Hoc Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Park Master Plan Ad-Hoc Advisory Committee most interest you and why?**

**Please describe your approach for participating in the development of a preferred concept for the Master Plan for the Shores Park property.**

7. [Sustainability Advisory Committee](#)

The Sustainability Advisory Committee members are community leaders on environmental issues.

**In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?**

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

8. [Undergrounding Program Advisory Committee](#)

The Undergrounding Program Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

I reside in District 1B, which is currently in the Design phase of being undergrounded.

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

Long term financial planning

9. [Design Review Board](#) and/or [Planning Commission](#)

Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.

10. **For All Committees:** Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

#### IV. SIGNATURE AND ACKNOWLEDGEMENT

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.

\_\_\_\_\_  


Signature

Date Feb. 5, 2026

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.

City of Del Mar

# Undergrounding Program Advisory Committee

## Board Roster

### Tom McGreal

**1st Term** Feb 06, 2023 - Feb 28, 2026

**Appointing Authority** City Council

**Position** Secretary

---

### Shirli Weiss

**1st Term** Feb 06, 2023 - Feb 28, 2026

**Appointing Authority** City Council

**Position** Chair

---

### Bob Preston

**1st Term** Jun 03, 2024 - Jun 30, 2027

**Appointing Authority** City Council

**Position** Voting Member

---

### Adam Wallace

**1st Term** Nov 18, 2024 - Nov 30, 2027

**Appointing Authority** City Council

**Position** Voting Member

---

### John L Imperato

**1st Term** Nov 18, 2024 - Nov 30, 2027

**Position** Voting Member

---

### Wade H Walker

**2nd Term** Mar 02, 2025 - Mar 31, 2028

**Appointing Authority** City Council

**Position** Voting Member

---

□ **Amy A Cheshire**

**2nd Term** Mar 02, 2025 - Mar 31, 2028

**Appointing Authority** City Council

**Position** Vice Chair



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Karen Falk, Principal Engineer  
Joe Bride, Public Works Director  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Sewer System Management Plan (SSMP) Update

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council 1) Adopt a Resolution (Attachment A) approving the updated City of Del Mar Sewer System Management Plan (Exhibit A to Attachment A); and 2) Authorize the City Manager to approve future administrative clarifications/updates to the Sewer System Management Plan.

**BACKGROUND:**

The Waste Discharge Requirements for Sanitary Sewer Systems was originally issued by the State Water Resources Control Board (SWRCB) through Order No. 2006-0003-DWQ (Order) to develop a regulatory mechanism that provides a consistent statewide approach to reducing sanitary sewer overflows or spills.

The Order mandated all federal and state agencies, municipalities, counties, districts, and other public entities (enrollees) that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated sewage to a publicly owned treatment facility in the State of California to prepare a Sewer System Management Plan (SSMP) in compliance with the terms of the Order. The intent of the Order is to provide a living document that is regularly reviewed and updated to effectively manage the collection system and minimize the number and impact of sewer spills.

On January 7, 2008, the City Council adopted Resolution 2008-01 establishing a plan and schedule for preparing the SSMP in accordance with the Order. On April 5, 2010, the City Council adopted the SSMP. The City's adopted SSMP outlines the proper management, operation, and maintenance of the City's sewer system with the primary goal of reducing the risk of sewer spills. In the SSMP, the City describes how it will ensure compliance, proper implementation, effectiveness through periodic audits, and resilience to climate change and other external factors. Administrative updates were adopted by the

---

City Council Action:

City Council in 2015 and 2020, in compliance with regulatory requirements to adopt an update every five years.

DISCUSSION/ANALYSIS:

On December 6, 2022, the SWRCB adopted Order No. 2022-0103-DWQ (reissued Order), which became effective June 5, 2023. The reissued Order supersedes the original Order and modernizes statewide requirements to enhance protection of waters of the State, clarify regulatory expectations, and address system-specific climate-related vulnerabilities.

The City of Del Mar's SSMP must be updated to be in compliance with the reissued Order before May 2026. The reissued Order requires the enrollees' governing entity to adopt the updated SSMP by Resolution (Attachment A) in a public meeting. The updated SSMP (Exhibit A to Attachment A) includes upgrades to notifications, monitoring, reporting, recordkeeping, and definitions. Minor content changes were also made to the SSMP to update staff information, incorporate new titles for responsible staff, and minor procedural and response updates. After the City Council adopts the updated SSMP, it must be posted on the City's website and uploaded to the SWRCB's database after being certified by the City's Legally Responsible Officer/Public Works Director.

FISCAL IMPACT:

There is no fiscal impact or action required by the City Council related to this agenda item.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have the potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This is an operational item and is not related to City Council Goals and Priorities.

ATTACHMENTS:

Attachment A – Resolution No. 2026-XX  
Exhibit A to Attachment A – Updated City of Del Mar SSMP

## RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA APPROVING THE CITY OF DEL MAR'S UPDATED SEWER SYSTEM MANAGEMENT PLAN (SSMP), AND AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO CERTIFY AND UPLOAD THE APPROVED SSMP IN THE STATE WATER RESOURCES CONTROL BOARD'S ONLINE DATABASE

WHEREAS, the State Water Resources Control Board (SWRCB) regulates sanitary sewer systems and adopted Order WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems on December 6, 2022; and

WHEREAS, Order WQ 2022-0103-DWQ supersedes previous orders and modernizes statewide requirements to enhance protection of waters of the State, clarify regulatory expectations, and address system-specific climate-related vulnerabilities; and

WHEREAS, Order WQ 2022-0103-DWQ requires all publicly owned sanitary sewer systems greater than one mile in length to maintain, audit, and periodically update their Sewer System Management Plan (SSMP), ensuring compliance with the State's regulatory requirements; and

WHEREAS, the City Council adopted Resolution 2008-01 on January 7, 2008, to establish a plan and schedule for preparing the SSMP in accordance with the Order, approved the SSMP on April 5, 2010, and subsequently adopted updates in 2015 and 2020; and

WHEREAS, the City updated the SSMP to include regulatory updates to notifications, monitoring, reporting, recordkeeping, and definitions; and

WHEREAS, the SSMP must be formally approved by City Council, certified by the Legally Responsible Officer as compliant with Order WQ 2022-0103-DWQ, and uploaded to the State Water Board's online database.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that:

1. The above recitals are true and correct;
2. The City Council hereby approves the updated Sewer System Management Plan (SSMP) in compliance with Order WQ 2022-0103-DWQ included with this Resolution as Exhibit A;
3. The City's Legally Responsible Officer is authorized to certify and upload the SSMP to State Water Board's online database on behalf of the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3<sup>rd</sup> day of March 2026.

---

Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

---

Christina Cameron, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3<sup>rd</sup> day of March, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

Sarah Krietor, Administrative Services  
Manager/City Clerk  
City of Del Mar



# **SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

**MARCH 2026**

**CITY OF DEL MAR**

**CALIFORNIA**

## Table of Contents

<b>1</b>	<b>INTRODUCTION</b> .....	<b>1</b>
1.1	REGULATORY CONTEXT .....	1
1.2	SERVICE AREA AND SEWER SYSTEM OVERVIEW .....	1
1.3	SSMP UPDATE SCHEDULE .....	2
1.4	DOCUMENT ORGANIZATION.....	3
<b>2</b>	<b>ORGANIZATION</b> .....	<b>4</b>
2.1	LEGALLY RESPONSIBLE OFFICIAL.....	4
2.2	CONTACT INFORMATION .....	4
<b>3</b>	<b>LEGAL AUTHORITY</b> .....	<b>7</b>
<b>4</b>	<b>OPERATIONS AND MAINTENANCE PROGRAM</b> .....	<b>8</b>
4.1	PREVENTIVE MAINTENANCE PROGRAM.....	8
4.2	MAINTENANCE ACTIVITIES .....	9
4.2.1	<i>Inspection Activities</i> .....	9
4.3	SEWER REPLACEMENT AND REHABILITATION PROGRAM.....	9
4.4	TRAINING AND SAFETY PROGRAM .....	10
4.5	EQUIPMENT, REPLACEMENT, AND SPARE PART INVENTORIES.....	10
<b>5</b>	<b>DESIGN AND PERFORMANCE PROVISIONS</b> .....	<b>11</b>
5.1	DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS .....	11
5.2	INSPECTING AND TESTING .....	11
<b>6</b>	<b>SPILL EMERGENCY RESPONSE PLAN</b> .....	<b>12</b>
6.1	SPILL WATER QUALITY MONITORING AND REPORTING .....	14
6.2	REPORTING .....	14
6.2.1	<i>Spill Reports</i> .....	15
6.2.2	<i>Spill Technical Report</i> .....	18
6.2.3	<i>Private Lateral Sewage Spill Reports</i> .....	19
6.2.4	<i>Water Quality Monitoring</i> .....	19
6.3	RECORDKEEPING AND DOCUMENT RETENTION .....	19
6.4	ASSESSMENT AND UPDATE.....	20
<b>7</b>	<b>SEWER PIPE BLOCKAGE CONTROL PROGRAM</b> .....	<b>21</b>
7.1	PUBLIC EDUCATION .....	21
7.2	DISPOSAL OF PIPE BLOCKING SUBSTANCES.....	21
7.3	LEGAL AUTHORITY .....	22
7.4	REQUIREMENTS FOR INSTALLATION OF PRETREATMENT DEVICES AND IMPLEMENTATION OF BMPs.....	22
7.5	FACILITY INSPECTION.....	22
7.6	MAINTENANCE SCHEDULE FOR HIGH MAINTENANCE AREAS .....	22
7.7	DEVELOPMENT AND IMPLEMENTATION OF SOURCE CONTROL MEASURES .....	22
<b>8</b>	<b>SYSTEM EVALUATION, CAPACITY ASSURANCE, AND CAPITAL IMPROVEMENTS</b> .....	<b>23</b>
8.1	PREVIOUS STUDIES .....	23
8.2	SYSTEM EVALUATION AND DESIGN CRITERIA .....	24

City of Del Mar Sanitary Sewer Management Plan

8.3 CAPACITY ASSESSMENT AND CONDITION ASSESSMENT ..... 24

8.4 CLIMATE CHANGE VULNERABILITY AND ADAPTATION ..... 24

8.5 PRIORITIZATION OF CORRECTIVE ACTIONS AND CAPITAL IMPROVEMENT PLAN ..... 25

**9 MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS ..... 26**

9.1 MAINTAIN INFORMATION PERTAINING TO SSMP ACTIVITIES ..... 26

9.2 MONITOR AND MEASURE SSMP EFFECTIVENESS..... 26

9.3 ASSESSMENT OF PREVENTIVE MAINTENANCE PROGRAM..... 27

9.4 UPDATE PROGRAM ELEMENTS..... 27

9.5 IDENTIFY AND ILLUSTRATE SPILL TRENDS ..... 27

**10 SSMP PROGRAM AUDITS ..... 29**

10.1 SSMP PROGRAM AUDITS..... 29

**11 COMMUNICATION PROGRAM ..... 30**

11.1 STAKEHOLDER GROUPS ..... 30

11.2 COMMUNICATION PROGRAMS ..... 30

Appendices

- Appendix A: Operations and Maintenance Program Related Documents and Forms
- Appendix B: Staff Training Documentation Form
- Appendix C: Sanitary Sewer Spill Water Quality Monitoring Program

Attachments

- Attachment 1: Spill Emergency Response Plan (SERP)
- Attachment 2: Sewer Pipe Blockage Control Program (SPBCP)

List of Tables

Table 1: SSMP Audit and Update Schedule ..... 2

Table 2: Mandatory Elements of an SSMP per the General Order ..... 3

Table 3: SSMP Implementation Responsibilities ..... 6

Table 4: Contact List ..... 6

Table 5: Mandatory Reporting Information for Spill Reports ..... 16

Table 6: Table for SSMP Performance Indicators ..... 26

Table 7: Stakeholder Groups ..... 30

List of Figures

Figure 1: City of Del Mar Public Works Organizational Chart ..... 5

Figure 2: Overview of the Spill Response Procedures ..... 13

## City of Del Mar Sanitary Sewer Management Plan

## Acronyms

<b>AM</b>	Area Maintenance
<b>ADF</b>	Average Daily Flow
<b>BMP</b>	Best Management Practices
<b>Cal OES</b>	California Office of Emergency Services
<b>CCTV</b>	Closed Circuit Television
<b>CIP</b>	Capital Improvement Program
<b>City</b>	City of Del Mar
<b>CIWQS</b>	California Integrated Water Quality System
<b>DAA</b>	District Agricultural Association
<b>FOG</b>	Fats, Oils, and Grease
<b>FSE</b>	Food Service Establishment
<b>GIS</b>	Geographic Information System
<b>GPS</b>	Global Positioning System
<b>Greenbook</b>	Standard Specifications for Public Works Construction
<b>HMA</b>	High Maintenance Area
<b>I/I</b>	Inflow and Infiltration
<b>LRO</b>	Legally Responsible Official
<b>Metro JPA</b>	Metro Wastewater Joint Powers Authority
<b>MGD</b>	Million Gallons per Day
<b>MRP</b>	Monitoring and Reporting Program
<b>NOC</b>	Notice of Correction
<b>NOV</b>	Notice of Violation
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>O&amp;M</b>	Operation and Maintenance
<b>PLSD</b>	Private Lateral Sewage Discharge
<b>POTW</b>	Publicly Owned Treatment Works
<b>PW</b>	Public Works Department
<b>SEJPA</b>	San Elijo Joint Powers Authority
<b>SDRSD</b>	San Diego Regional Standard Drawings
<b>SDRWQCB</b>	San Diego Regional Water Quality Control Board
<b>SERP</b>	Spill Emergency Response Plan
<b>SPBCP</b>	Sewer Pipe Blockage Control Program
<b>SSMP</b>	Sewer System Management Plan
<b>SWRCB</b>	State Water Resources Control Board
<b>WDRs</b>	Waste Discharge Requirements

## 1 Introduction

This Sewer System Management Plan (SSMP) has been prepared in compliance with the requirements of the State Water Resources Control Board (SWRCB) Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems Order No. 2022-0103 DWQ (herein referred to as “Order”). The purpose of the Order is to provide a consistent statewide approach for eliminating Sanitary Sewer spills and protecting water quality. As required, a copy of the SSMP is publicly available through the City’s website.

This SSMP outlines the City’s policies and procedures for managing, operating, and maintaining the City’s sanitary sewer system in compliance with the Order’s requirements. The goal of the SSMP is to provide a plan and schedule for properly managing, operating, and maintaining the City’s sanitary sewer collection system, reducing and preventing spills, and containing and mitigating any spills that may occur.

The City’s goals are to:

1. Properly manage, operate, and maintain all portions of the City’s sanitary sewer collection system through timely implementation of the elements of the SSMP.
2. Provide adequate capacity to convey the peak sanitary sewer flows.
3. Control inflow and infiltration to minimize peak sanitary sewer flows.
4. Eliminate spills through completion of the sewer maintenance schedule, cleaning the system’s High Maintenance Areas quarterly, and following established duty protocols and reporting procedures.
5. Mitigate any impacts that are associated with spills.
6. Minimize the number and impact of spills through education and communication with collection system users.
7. Meet all applicable regulatory notification and reporting requirements.

This SSMP is a living document subject to constant review and revision as conditions and needs of the collection system change.

### 1.1 Regulatory Context

The State Water Resources Control Board adopted Order No. 2022-0103-DWQ, effective June 5, 2023, establishing the updated Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems. This Order supersedes the 2006 General Order and introduces updated requirements for the development, implementation, and maintenance of SSMPs to prevent spills. Public agencies that own or operate a sanitary sewer system greater than one mile in length are required by this Order 2022-0103-DWQ to develop and maintain an SSMP.

Additionally, agencies within the San Diego Region must comply with region-specific requirements, including those issued under the San Diego Regional Water Quality Control Board Order Number R9-2007-0005.

### 1.2 Service Area and Sewer System Overview

The City owns and operates a sanitary sewer collection system that serves approximately 4,000 residents through approximately 1,800 sewer connections. The collection system consists of approximately 21 miles of sewer mains, three miles of forcemain, one pump station, and one lift station. Seventy-eight percent (78%) of the sewer lines consist of 6”-8” diameter pipe, 20% are 9”-15” diameter pipe, and 2% are 16”-24” diameter pipe. The City maintains a GIS map of its sanitary sewer system and provides wall maps and field map books for crews.

Within the City’s jurisdiction, there are sewer lines that are owned and operated by either the City of Solana Beach or the City of San Diego. These sewer lines are in the following areas alongside sewers owned

## City of Del Mar Sanitary Sewer Management Plan

by the City of Del Mar:

- ▶ Owned by the City of San Diego
  - Camino Del Mar (southbound) between Carmel Valley Road and approximately 1,600ft north of Carmel Valley Road
  - Carmel Valley Road (eastbound and westbound) between Camino Del Mar and approximately 400ft west of Torrey Point Road
- ▶ Owned by the City of Solana Beach
  - Via de la Valle (westbound) between S. Cedros Ave. and Valley Ave.
  - Via de la Valle (eastbound) between Camino del Mar and Interstate-5
  - Jimmy Durante Blvd. between Via de la Valle and Hilton Del Mar entrance
  - Border Ave. between S. Sierra Ave. and Camino del Mar
  - Camino del Mar (northbound) between Via de la Valle and the Brigantine Seafood Restaurant entrance

The City's collection system conveys an annual average flow of 0.40 million gallons per day (MGD). Sanitary sewer flows are collected at the 21<sup>st</sup> Street Pump Station and primarily conveyed through the City of Solana Beach collection system for treatment at the San Elijo Wastewater Reclamation Facility, operated by the San Elijo Joint Powers Authority (SEJPA). Under the terms of the City's agreement with SEJPA, allowable average daily flows are limited to 0.6 MGD during dry weather conditions and up to 1.0 MGD during wet weather conditions.

The City maintains an alternative forcemain connection to the City of San Diego wastewater collection system for conveyance and treatment through the Metro Wastewater Joint Powers Authority (Metro JPA). This agreement allows for a total of 2.16 MGD from the City of Del Mar. As a member agency of the Metro JPA, the City uses this system to serve a limited number of homes and businesses in the southern portion of the City.

### 1.3 SSMP Update Schedule

The City conducts an internal audit of the SSMP and its implementation at least once every three years following the end of the City's last required audit period. These audits are submitted and certified in the California Integrated Water Quality System (CIWQS) within six months after the completion of each three-year audit cycle. The City updates its SSMP at least every six years from the date of its most recent update. After approval by the City's governing entity, this updated Plan is submitted and certified in CIWQS. The last SSMP audit report was submitted in October 2025 and evaluated the 3-year audit period from May 2, 2023, to May 2, 2025.

Table 1 shows the audit and update schedule.

Table 1: SSMP Audit and Update Schedule

Activity	Due Date
2028 SSMP Audit	November 2, 2028
2031 SSMP Audit	November 2, 2031
2032 SSMP Update	May 2, 2032
2034 SSMP Audit	November 2, 2034
2037 SSMP Audit	November 2, 2037
2038 SSMP Update	May 2, 2038*

\*The SSMP update and audit schedule will continue as described in Section 1.3.

## City of Del Mar Sanitary Sewer Management Plan

### 1.4 Document Organization

The mandatory SSMP elements and their corresponding document sections are summarized in Table 2. Grey callout boxes beneath each section header identify the applicable Order Element requirements.

Table 2: Mandatory Elements of an SSMP per the General Order

Order Element	Requirement	City's SSMP Section
Attachment D.1	Sewer System Management Plan Goal and Introduction	1
Attachment D.2	Organization	2
Attachment D.3	Legal Authority	3
Attachment D.4	Operation and Maintenance Program	4
Attachment D.5	Design and Performance Provisions	5
Attachment D.6	Spill Emergency Response Plan (SERP)	6
Attachment D.7	Sewer Pipe Blockage Control Program	7
Attachment D.8	System Evaluation, Capacity Assurance and Capital Improvements	8
Attachment D.9	Monitoring, Measurement and Program Modifications	9
Attachment D.10	Internal Audits	10
Attachment D.11	Communication Program	1
Attachment E*	Monitoring and Reporting Requirements	6

\*Not required for inclusion in the SSMP.

## 2 Organization

The SSMP must identify the following:

- a) The name of the legally responsible official.
- b) The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program.
- c) The organizational lines of authority; and
- d) The chain of communication for reporting spills from receipt of a complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable.

### 2.1 Legally Responsible Official

Joe Bride, Public Works Director, is identified as the City's Legally Responsible Official (LRO) and authorized representative registered with the State of California to officially sign and certify spill reports submitted through the California Integrated Water Quality System (CIWQS) database. The LRO is responsible for certifying SSMP program elements.

### 2.2 Contact Information

Figure 1 presents the City's organizational chart for the chain of communication and levels of authority regarding SSMP implementation. The chart identifies the administrative, maintenance, and management positions responsible for implementing, managing, and updating the specific measures included in this SSMP. The SSMP Implementation Responsibilities table (Table 3) accompanies the organizational chart and defines the role of each position to ensure all elements of this SSMP are implemented. Contact information for identified positions responsible for implementing the SSMP is included in Table 4.

In the event of a spill, the City implements the response and notification procedures outlined in the City's Spill Emergency Response Plan (SERP). Provided in Attachment 1, the SERP identifies the staff positions responsible for managing the spill response, investigating the cause, and reporting the spill to the appropriate parties. The SERP includes a consolidated list of contact information for key personnel and contractors, along with defined communication protocols and required agency notifications.



## Public Works Department Organizational Chart

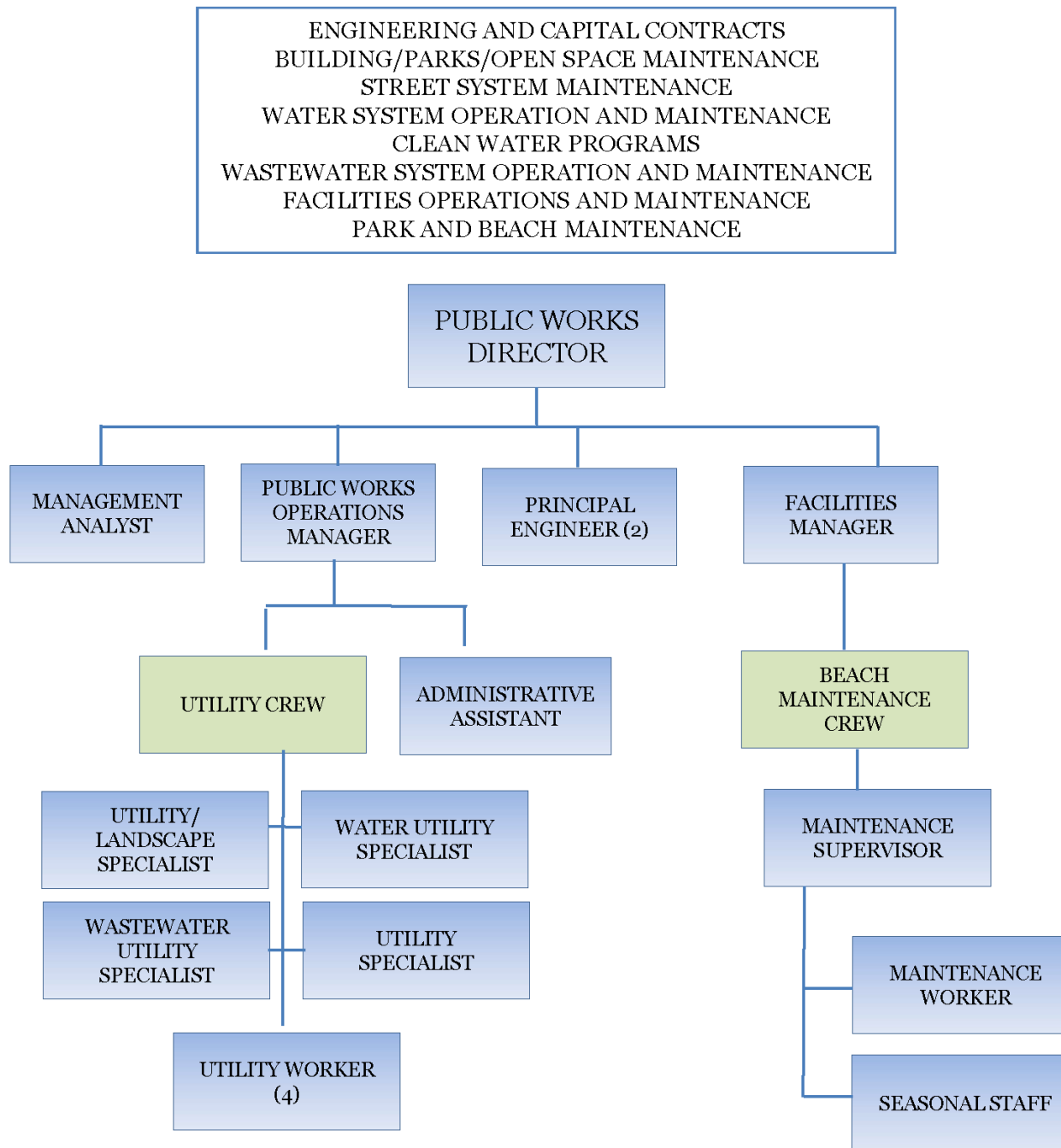


Figure 1: City of Del Mar Public Works Organizational Chart

City of Del Mar Sanitary Sewer Management Plan

Table 3: SSMP Implementation Responsibilities

Position	Responsibilities
Mayor and City Council Members	<ul style="list-style-type: none"> <li>▶ Adopt policies</li> <li>▶ Certify SSMP</li> </ul>
City Manager	<ul style="list-style-type: none"> <li>▶ Ensure policies are appropriate</li> <li>▶ Ensure policies can be implemented</li> <li>▶ Ensure regulatory compliance</li> <li>▶ Approve additional resources</li> </ul>
Public Works Director and/or City Engineer	<ul style="list-style-type: none"> <li>▶ Manage policies, procedures, and resources for SSMP activity implementation</li> <li>▶ Monitor and manage sanitary sewer improvement projects</li> <li>▶ Monitor and manage special projects</li> <li>▶ Manage resources for SSMP implementation</li> <li>▶ Coordinate support with City Engineer</li> <li>▶ Manage and monitor SSMP implementation and effectiveness</li> <li>▶ Initiate SSMP updates</li> <li>▶ Primary Legally Responsible Officer for CIWQS certification</li> </ul>
Public Works Operations Manager	<ul style="list-style-type: none"> <li>▶ Implement and measure the effectiveness of SSMP</li> <li>▶ Coordinate and schedule field activities to include training/safety practices</li> <li>▶ Monitor and manage field operations</li> <li>▶ Communicate SSMP effectiveness to the Public Works Director</li> <li>▶ Recommend improvements to SSMP procedures</li> <li>▶ Backup Legally Responsible Officer for CIWQS certification</li> <li>▶ Monitor SSMP plans and procedures</li> <li>▶ Work directly with the data-submitter (Management Analyst)</li> </ul>
Sanitary Sewer Operations and Maintenance Workers	<ul style="list-style-type: none"> <li>▶ Perform daily activities, execute plans and procedures</li> <li>▶ Assess SSMP plans and procedures</li> <li>▶ Communicate SSMP effectiveness to PW Operations Manager</li> <li>▶ Ensure safety procedures are implemented</li> <li>▶ Monitor and manage equipment and parts inventory</li> </ul>

Table 4: Contact List

Name	Role	Telephone Number	Email Address
Ashley Jones	City Manager	(858) 755-9313	citymanager@delmar.ca.us
Leslie Devaney	City Attorney (Devaney Pate Morris & Cameron)	(619) 354-5030	devaney@dpmclaw.com
Joe Bride	Public Works Director, LRO	(858) 755-3294	jbride@delmar.ca.us
Karen Falk	Principal Engineer	(858) 755-3294	kfalk@delmar.ca.us
Martin Boyd	Principal Engineer	(858) 755-3294	mboyd@delmar.ca.us
Vacant	Facilities Manager	N/A	N/A
Alex Panduro	Public Works Operations Manager	(858) 755-3294	apanduro@delmar.ca.us
Andre Proano	Wastewater Utility Specialist	(858) 755-3294	aproano@delmar.ca.us
Deric Younce	Utility Specialist	N/A	dyounce@delmar.ca.us
Tim Thiele	Engineering Manager (Michael Baker International)	(760) 476-9193	tthiele@delmar.ca.us
Polly Robertson	Management Analyst	(858) 755-3294	probertson@delmar.ca.us
Teresa Teichman	Administrative Assistant II	(858) 755-3294	tteichman@delmar.ca.us

### 3 Legal Authority

The SSMP must include the Enrollee's legal authority to:

- a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, storm water, chemical dumping, unauthorized debris and cut roots, FOG, trash, rags and other debris etc.);
- b) Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- c) Require that sewer system components and connections be properly designed and constructed;
- d) Ensure access for maintenance, inspection, or repairs for portions owned or maintained by the Public Agency;
- e) Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
- f) Enforce any violation of its sewer ordinances.

Legal authority to enforce the SSMP is established through the City's local ordinances and municipal code. Chapter 22 of the Municipal Code (Title 22) addresses sanitary sewer requirements and the SSMP and can be found on the City's website (provided below). Sections of Chapter 22 demonstrating legal authority in compliance with Order Attachment D Element 3 are as follows:

#### *A. Prevent illicit discharges*

- ▶ City of Del Mar Regulation of Discharge into City Sewer System (Chapter 22.16)
- ▶ City of Del Mar Use of Sewer System Required (Chapter 22.08.02)

#### *B. Collaborate with storm sewer agencies...ensure access...prevent unintentional cross connections*

- ▶ City of Del Mar collaborates internally as both storm and sewer agencies. In emergency spill response events, City of Del Mar will collaborate with other agencies as needed.
- ▶ City of Del Mar Discharge Prohibitions (Chapter 11.30.050)
- ▶ City of Del Mar BMP Requirements and General Requirements of All Dischargers (Chapter 11.30.070)

#### *C. Require that sewers and connections be properly designed and constructed*

- ▶ City of Del Mar Design and Construction of Sewer Connections (Chapter 22.08.030)

#### *D. Ensure access for maintenance, inspection, or repairs for portions owned or maintained by the Public Agency*

- ▶ City of Del Mar Responsibility for Installation, Maintenance and Replacement (Chapter 22.08.070)
- ▶ City of Del Mar Work to be Performed by City; Work by Others (Chapter 22.08.060)

#### *E. Limit the discharge of fats, oils, and grease and other debris that may cause blockages*

- ▶ City of Del Mar General Limitations, Prohibitions, and Requirements on Fats, Oils, and Grease ("FOG") Discharges (Chapter 22.08.050)
- ▶ City of Del Mar Monitoring and Inspecting Facilities Requirements (Chapter 22.08.065)
- ▶ City of Del Mar Regulation of Discharge into City Sewer System (Chapter 22.16)

#### *F. Enforce any violation of its sewer ordinances*

- ▶ City of Del Mar City Manager to Enforce Chapter Provisions (Chapter 22.04.06)

The City's Municipal Code Title 22 can be found at the following link:

[https://library.municode.com/ca/del\\_mar/codes/municipal\\_code](https://library.municode.com/ca/del_mar/codes/municipal_code)

## 4 Operations and Maintenance Program

The SSMP operations and maintenance (O&M) program must include the following:

- a) An up-to-date map of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service areas boundaries;
- b) A scheduling system and data collection system for preventative operation and maintenance activities conducted by staff and contractors. The scheduling system must include inspection and maintenance activities, higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems, and regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes. The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to rot-intrusion, potentially resulting in system backup and/or failure;
- c) Provide in-house and external training on a regular basis for sanitary sewer system operations for maintenance staff and contractors. Training must cover requirements of this General Order, the Enrollee's SERP procedures and practice drills, skilled estimation of spill volume for field operators, and electronic CIWQS reporting procedures for staff submitting data;
- d) An inventory of sewer system equipment, including the identification and critical replacement and spare parts.

The City's Public Works Department (PW) is responsible for ensuring proper and efficient operation of the collection system. O&M responsibilities include, but are not limited to, routine maintenance and cleaning of the City's sewer pump stations and sewer pipelines, responding to spills, and performing closed-circuit television (CCTV) inspections and assessment of the collection system. It is important to note that the City's PW is not responsible for maintaining sewer assets owned by the City of Solana Beach or City of San Diego.

The City maintains an up-to-date map of the collection system in GIS and a detailed map book, as required by the Order. Features of the collection system recorded in the mapping include, but are not limited to the following:

- |                     |                            |
|---------------------|----------------------------|
| ▶ Gravity mains     | ▶ Laterals                 |
| ▶ Cleanouts         | ▶ Fittings                 |
| ▶ Forced mains      | ▶ Manholes                 |
| ▶ Network structure | ▶ Pump stations            |
| ▶ System valves     | ▶ Storm and potable piping |

City Engineering is responsible for ensuring all new as-builts are added to the City's GIS database and that printed PW map books are updated accordingly. As PW staff perform maintenance and visual inspections, any discrepancies are noted and forwarded to City Engineering staff to update the City's sewer GIS. Data is collected continuously and submitted to City Engineering annually to update GIS files and reprint map book pages. An electronic version of the current sewer system map can be provided to State or Regional Water Board staff upon request.

### 4.1 Preventive Maintenance Program

To ensure operational efficiency, the City's collection system requires regular inspections and ongoing maintenance. These activities allow the City to monitor various system components and address any identified issues. Routine maintenance and inspection procedures are outlined in the following subsections, and additional O&M program documents (e.g., pipeline cleaning protocols, pump station maintenance protocols, and equipment inventories) are provided in Appendix A.

## 4.2 Maintenance Activities

The City cleans the entire sewer system on a schedule based on sewer line sizes. During cleanings, manholes are also visually inspected. PW crews use the City's Sewer Map Book, which details the entire collection system from manhole to manhole, along with Microsoft Office and TRAKiT programs for scheduling and tracking maintenance field data. As maintenance tasks are completed, PW staff update records and submit them to the PW Operations Manager for documentation. Scheduled maintenance for the City's collection system is as follows:

- ▶ Pipes less than 15 inches are cleaned every 15 months, and
- ▶ Pipes 15 inches or greater are cleaned every 3 years.

The collection system also consists of a pump station and a lift station. The pump station is inspected and cleaned twice per week; the lift station is operational 24 hours a day and runs for approximately one hour a day, and is inspected and cleaned monthly (Appendix A). Maintenance of the pump station, lift station, and associated wet wells includes inspection and/or reporting of the following items:

- |                                |                                       |
|--------------------------------|---------------------------------------|
| ▶ Wet well liquid level        | ▶ Air quality of underground stations |
| ▶ Pump meter readings          | ▶ Pump settings                       |
| ▶ Pump oil levels              | ▶ Alarm system                        |
| ▶ Conditions of belts          | ▶ Cleaning wet wells                  |
| ▶ Maintaining mechanical seals | ▶ Greasing pumping bearings           |

In addition to routine maintenance activities, the City conducts quarterly cleaning of designated High Maintenance Areas (HMAs). HMAs are segments of the sanitary sewer collection system with a documented history of sanitary sewer spills or other maintenance concerns, typically associated with sediment accumulation, blockages, or root intrusion. HMA designations are established using maintenance records, spill history, CCTV inspection results, and the location of Food Service Establishments (FSEs).

HMA designations are evaluated on an ongoing basis. An HMA may be removed from the list when corrective actions, such as removing accumulated sediment or root intrusion, have addressed the source of the problem. HMAs designated due to the presence of FSEs, however, remain on the list permanently, as quarterly cleaning in these locations serves as an essential preventative maintenance practice to reduce FOG-related blockages and potential sewer spills.

### 4.2.1 Inspection Activities

Regular and systematic inspection of the collection system is critical for monitoring asset condition and evaluating the effectiveness of maintenance operations. The City performs pipeline inspections using both in-house CCTV equipment and contracted CCTV services.

City crews use in-house CCTV equipment throughout the year to assess trouble spots, respond to spills, and investigate reported issues. A City contractor supplements this work by performing more comprehensive, as-needed CCTV inspections of the collection system.

Pipelines identified through CCTV inspection as needing repair or replacement are temporarily designated as High Maintenance Areas (HMAs) and scheduled for increased maintenance until corrective actions are completed. Once the necessary repair or replacement is performed, the HMA designation is removed.

## 4.3 Sewer Replacement and Rehabilitation Program

Information collected through the City's Preventive Maintenance Program, including observations made during maintenance activities and findings from CCTV inspections, is used to identify sewer repair and replacement needs. This information, together with other asset data, such as pipe age and material, is considered in the prioritization of capital improvement program projects (CIPs).

## City of Del Mar Sanitary Sewer Management Plan

PW submits prioritized replacement or rehabilitation recommendations to City Engineering for CIP design. CIPs include preparing full construction documents, including engineering design, technical specifications, and construction bid documents. These projects are advertised and awarded through the City's procurement process, and construction is carried out under City-issued construction contracts.

As identified in the City's adopted budget and the City's five-year adopted sewer rates, the City implements a Sewer Replacement and Rehabilitation Program that funds capital improvements for non-emergency system needs, including collection system repairs and replacements.

#### 4.4 Training and Safety Program

Training is an important aspect in PW for City staff and contractors working on City sites. A training budget exists to ensure all City staff is properly trained and to provide each staff member with tuition reimbursement. New staff receive on-the-job training tailored to the City's collection system and maintenance equipment. For new equipment, all staff are trained by the contractor or manufacturer, and all equipment manuals are available for reference. Staff training encompasses the requirements of the Order, including how to respond to major emergencies and disasters in accordance with the protocols outlined in this plan and associated documents (e.g., SERP), as well as estimating spill volumes. Staff also attend off-site workshops and collective training via webinars, where possible. Grade Certification in Collection System Maintenance is encouraged. For staff submitting data, training is provided on electronic CIWQS reporting procedures.

Proficiency is required for all job positions and promotions, and training records are maintained and updated by PW Administrative Assistant. Appendix B provides blank copies of a training documentation form.

#### 4.5 Equipment, Replacement, and Spare Part Inventories

PW maintains an inventory of equipment necessary for the operation and maintenance of the City's collection system. These inventories are updated annually by PW staff and kept on file in the PW facilities. The City's maintenance vehicles, equipment, and replacement parts are easily accessible to operations staff and kept at Public Works facilities. Additional parts and equipment are stored on-site as needed to handle various routine and emergency situations. Appendix A lists the equipment and vehicles available for maintenance of the collection system and identifies critical replacement and spare parts.

Maintaining an onsite inventory allows the City to handle spills quickly and efficiently, restoring service to customers with minimal disruption. For repairs that go beyond the City's internal resources, the City retains the services of professional contractors.

## 5 Design and Performance Provisions

The SSMP requires the following design and performance requirements:

- a) Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed sewer infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.
- b) Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

This section outlines the City's requirements for the design and construction of new, rehabilitated, and replacement sewer system facilities, including mains, tie-ins, service laterals, cleanouts, manholes, and other system appurtenances.

### 5.1 Design and Construction Standards and Specifications

The City has established standards and specifications to ensure consistency and proper construction of and connections to the City's collection system. These standards and specifications are intended to ensure access to the system for maintenance, inspection, and repair. Standards and specifications for the design and construction of collection system facilities are found in the following documents:

- ▶ Standard Specifications for Public Works Construction (Greenbook);
- ▶ San Diego Regional Standard Drawings (SDRSD) and City-annotated SDRSD Drawings,
- ▶ City of Del Mar Municipal Code; and
- ▶ Project specific construction contract documents.

All construction, repair, or rehabilitation projects must be completed in accordance with these and City construction contract documents prior to dedication or acceptance by the City. All design work for the City must be done by a registered California professional engineer, and all contractors must be licensed and insured.

### 5.2 Inspecting and Testing

The City's designated inspector reviews inspection information related to new and rehabilitation projects provided by the contractor(s) to ensure compliance with design and construction policies. For unique projects or those not covered by standard materials, the City Engineer creates specific inspection and testing procedures requirements.

## 6 Spill Emergency Response Plan

The City must develop and implement a Spill Emergency Response Plan (SERP) which includes the following:

- a) Notify primary/first responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- b) Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- c) Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- d) Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- e) Address emergency system operations, traffic control and other necessary response activities;
- f) Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- g) Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- h) Remove sewage from the drainage conveyance system;
- i) Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- j) Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- k) Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- l) Conduct post-spill assessments of spill response activities;
- m) Document and report spill events as required in this General Order; and
- n) Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

The City's SERP outlines procedures for City staff to respond to, contain, correct, and clean up spills efficiently and appropriately. The SERP aims to reduce the environmental impact of spills while safeguarding public health and safety. The objectives of the SERP are summarized as:

- ▶ Protect public health and safety, and the environment.
- ▶ Minimize the impacts of spills;
- ▶ Satisfy regulatory and discharge permit conditions;
- ▶ Protect private and public property;
- ▶ Protect City personnel; and
- ▶ Protect City-owned assets.

The City's SERP is in Attachment 1. The SERP is available to any contractor providing services to the City to ensure they are properly informed of response procedures. All PW staff receive regularly scheduled training covering spill responses and any updates to the SSMP, SERP, and related documents. Hands-on training demonstrations ensure all staff are adequately prepared to respond to a spill. Figure 2 illustrates an overview of the steps involved in responding to a spill.

City of Del Mar Sanitary Sewer Management Plan

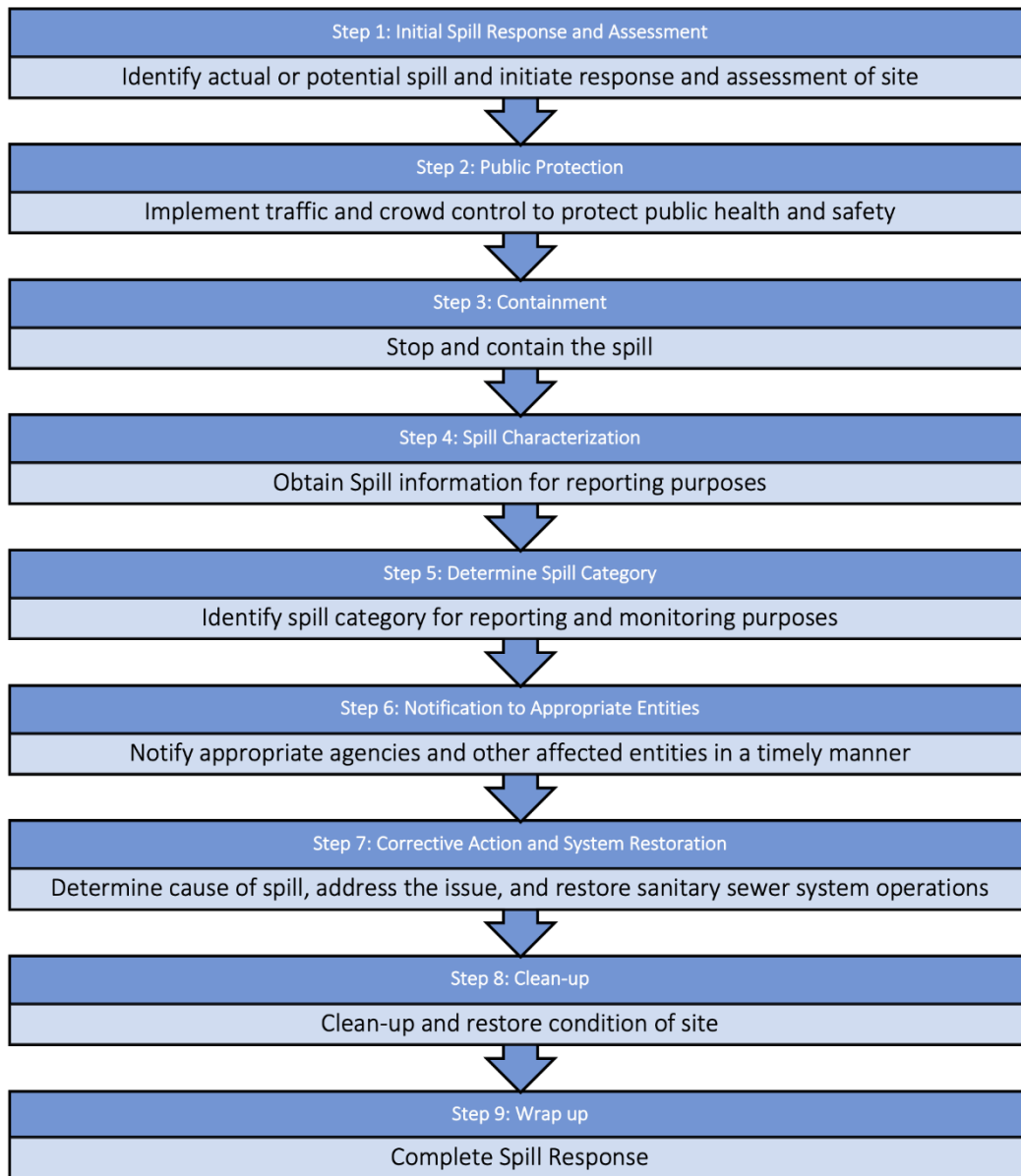


Figure 2: Overview of the Spill Response Procedures

## 6.1 Spill Water Quality Monitoring and Reporting

The City must comply with Monitoring and Reporting Program (Order No. WQ 2022-0103-DWQ) requirements per Attachment E. These require the City to:

- a) Notify the California Office of Emergency Services (Cal OES) and obtain a notification control number within two hours of becoming aware a spill greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water.
- b) Submit spill reports for spills originating from the City's sanitary sewer collection system.
- c) Conduct water quality sampling within 18 hours after initial spill notification for spills in which 50,000 gallons or greater are spilled to surface waters.
- d) Maintain records including:
  - Spill event records
  - Documentation of SSMP implementation, SSMP updates, and SSMP audits
  - System telemetry records if relied upon to document and/or estimate spill volume
  - Water quality monitoring records
  - Equipment records for owned/leased equipment pertaining to the operation, maintenance, or construction of the sewer system
  - Work orders for operations and maintenance projects

Per the San Diego Region WDR for Sewer Collection Agencies (Order No. R9-2007-0005), the City is required to report all known Private Lateral Sewage Discharges (PLSDs) to the State Water Board.

The process for notifying appropriate entities, including Cal OES, about spill events is outlined in the City's SERP (Attachment 1). This section explains the City's reporting, water quality monitoring, and record keeping procedures.

## 6.2 Reporting

Reports are required to be submitted via the California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database<sup>1</sup>. If the CIWQS Sanitary Sewer System Database is unavailable for submitting or certifying required reports, City staff must fax all required information to the San Diego Regional Water Quality Control Board at 619.516.1994.

As required, the City has a Legally Responsible Official (LRO) who is registered with the State of California to sign and certify reports submitted via CIWQS officially. Data Submitters are registered with the State to enter spill data, create and edit spill reports, and review data, but cannot certify reports.

Reported spills are divided into four categories:

- ▶ **Category 1 Spill:** Sewage discharges, of any volume, resulting from a failure in the City's collection system that:
  - Results in a discharge to a drainage conveyance system and/or surface water; or
  - Discharges to a drainage conveyance system and were not fully captured and returned to the sanitary sewer collection system.
- ▶ **Category 2 Spill:** Sewage discharges, 1,000 gallons or greater, resulting from a failure in the City's collection system that **do not** reach surface waters or a drainage conveyance system, including instances where the discharge was fully recovered from the City's storm drain system.
- ▶ **Category 3 Spill:** Sewage discharges equal to or greater than 50 gallons and less than 1,000 gallons, resulting from a failure in the City's collection system that **do not** reach surface waters or

<sup>1</sup> <http://ciwqs.waterboards.ca.gov>

## City of Del Mar Sanitary Sewer Management Plan

a drainage conveyance system.

- ▶ **Category 4 Spill:** Discharges less than 50 gallons resulting from a failure in the City's collection system that **do not** reach surface waters or a drainage conveyance system.

Reporting requirements are as follows:

- ▶ **Category 1 or 2 Spill:** Submit a Draft report within 3 business days of becoming aware of the spill and submit a certified final report within 15 calendar days of the spill end date. See Section 6.2.1 for more details.
- ▶ **Category 3 Spill:** Submit a certified report within 30 calendar days of the end of the month in which the spill occurred. See Section 6.2.1 for more details.
- ▶ **Category 4 Spill:** Submit certified report including estimated total spill volume and total number of Category 4 spills within 30 calendar days of the end of the month in which the spill occurred. See Section 7.2.1 for more details.
- ▶ **Enrollee Owned and/or Operated Lateral Spills:** Upload and certify a report by February 1<sup>st</sup> after the end of the calendar year in which the spills occurred.
- ▶ **Spill Technical Report:** For Category 1 spills in which 50,000 gallons or greater are discharged to surface water, submit a certified Spill Technical Report within 45 calendar days of the spill end date. See Section 6.2.2 for more details.
- ▶ **“No Spill” or “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” Monthly Certification:** If no spills or only Category 4 and/or Lateral Spills occur during a calendar month, submit a certified “No Spill” or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement within 30 calendar days after the end of the designated month.
- ▶ **Category 4 and/or Lateral Spills Annual Certification:** For Category 4 spills and spills from laterals that are caused by a failure or blockage in the lateral that do not discharge to surface water, submit an annual report of record keeping and provide records upon request
- ▶ **Amended Spill Reports:** A certified spill report may be updated within 90 calendar days of the spill end date by either amending the report or adding an attachment. After 90 calendar days, the report may be amended by submitting justification for why the additional information was not available prior to the end of the 90 days. The State Water Board can be contacted at the following email address: [SanitarySewer@waterboards.ca.gov](mailto:SanitarySewer@waterboards.ca.gov).

Additional details on the Spill Reports and Technical Reports submitted by the City are in the following sub-sections.

### 6.2.1 Spill Reports

In compliance with the requirements, the City submits draft and certified spill reports for Category 1 and 2 spills to the CIWQS Sanitary Sewer System database, as well as certified spill reports for Category 3 and 4 spills. Table 5 summarizes the required information included in the spill reports.

Table 5: Mandatory Reporting Information for Spill Reports

Required Item	Category 1 Spill		Category 2 Spill		Category 3 Spill	Category 4 Spill
	Draft Spill Report	Certified Spill Report	Draft Spill Report	Certified Spill Report	Certified Spill Report	Certified Spill Report
Spill contact information (name and phone number of contact)	✓	✓	✓	✓	✓	
Spill location name	✓	✓	✓	✓	✓	
Date and time the Enrollee was notified, or self-discovered, the spill	✓	✓	✓	✓	✓	
Operator arrival time	✓	✓	✓	✓	✓	
Estimated spill start date and time	✓	✓	✓	✓	✓	
Date and time California Office of Emergency Services was notified, and the assigned control number	✓	✓	✓	✓		
Description, photographs, and GPS coordinates of where spill originated: if multiple points, describe each appearance point and provide GPS coordinates for the appearance point closest to failure point	✓	✓	✓	✓	✓	
Estimated total spill volume exiting system	✓	✓	✓	✓	✓	✓
Description and photographs of the extent of the spill and spill boundaries	✓	✓	✓	✓	✓	
Did the spill reach a drainage conveyance system? If yes, provide the information for the next five items:	✓	✓	✓	✓	✓	
1. Description of the drainage conveyance system transporting the spill;	✓	✓	✓	✓	✓	
2. Photographs of the drainage conveyance system entry location(s);	✓	✓	✓	✓	✓	
3. Estimated spill volume fully recovered from the drainage conveyance system;	✓	✓	✓	✓	✓	
4. Estimated spill volume remaining within the drainage conveyance system;	✓	✓	✓	✓		
5. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable			✓	✓	✓	
Description and photographs of all discharge point(s) into the surface water;	✓	✓				
Estimated spill volume that discharged to surface waters; and	✓	✓				
Estimated total spill volume recovered.	✓	✓		✓	✓	
Description and GPS coordinates of spill event destinations		✓		✓	✓	
Spill end date and time		✓		✓	✓	

City of Del Mar Sanitary Sewer Management Plan

Required Item	Category 1 Spill		Category 2 Spill		Category 3 Spill	Category 4 Spill
	Draft Spill Report	Certified Spill Report	Draft Spill Report	Certified Spill Report	Certified Spill Report	Certified Spill Report
Description of how spill volume was calculated; including methodology, assumptions, type of data relied on		✓		✓	✓	
Description of how spill start and end times were determined; including methodology, assumptions, type of data relied on		✓		✓	✓	
Cause of spill (root intrusion, grease deposition, etc.)		✓		✓	✓	
System failure location (main, lateral, pump station, etc.)		✓		✓	✓	
Description of pipe/infrastructure material, and estimated age of the pipe/infrastructure material at failure location		✓		✓	✓	
Description of the impact of the spill		✓		✓	✓	
Whether or not spill was associated with a storm event		✓		✓	✓	
Description of spill response activities including description of immediate spill containment and clean up efforts		✓		✓	✓	
Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence, and a schedule of major milestones for those steps		✓		✓	✓	
Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and					✓	
Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location (capital improvements, adjusted maintenance schedule/methods, inspected or repaired assets)					✓	
Spill response completion date		✓		✓		
Detailed narrative of investigation and findings of cause of spill		✓		✓		
Reason for ongoing investigation and expected completion date		✓		✓		
Name and type of receiving water body impacted		✓				
Observed impacts on aquatic life		✓				
Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill		✓				

Required Item	Category 1 Spill		Category 2 Spill		Category 3 Spill	Category 4 Spill
	Draft Spill Report	Certified Spill Report	Draft Spill Report	Certified Spill Report	Certified Spill Report	Certified Spill Report
Number of days closed/restricted due to spill		✓				
Whether or not spill was located within 1,00 feet of a municipal surface water intake		✓		✓		
If water quality samples were collected, identify sample locations and parameters the water quality samples were analyzed for (NA if no samples were taken)		✓				
Total number of all Category 4 spills						✓

### 6.2.2 Spill Technical Report

The City submits a Spill Technical Report and performs water quality monitoring (See Section 7) for any spill in which 50,000 gallons or greater is discharged to surface waters. The Spill Technical Report details the causes of the spill, the City’s response, and the results of the water quality monitoring. This report is submitted in addition to the Category 1 Spill report. The Spill Technical Report is required to include the following information:

- ▶ Detailed explanation of how and when the spill was discovered,
- ▶ Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
- ▶ Diagram showing the spill failure point, appearance point(s), flow paths and ultimate destination(s),
- ▶ Detailed description of the methodology employed, and available data used to calculate the volume of the discharge volume and, if applicable, the recovered spill volume
- ▶ Detailed description of the cause(s) of the spill,
- ▶ Description of the pipe material, and estimated age of the pipe material, at the failure location;
- ▶ Description of the impact of the spill;
- ▶ Copy of original field crew records used to document the spill; and
- ▶ Historical maintenance records for the failure location,
- ▶ Chronological narrative description of all actions taken to terminate the spill,
- ▶ Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
- ▶ Final corrective action(s) completed and a schedule for planned corrective actions, including:
  - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
  - Identifiable system modifications and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
  - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
- ▶ Description of all water quality sampling activities conducted;
- ▶ List of pollutants and parameters monitored, sampled and analyzed;
- ▶ Laboratory results, including laboratory reports;

## City of Del Mar Sanitary Sewer Management Plan

- ▶ Detailed location map illustrating all water quality sampling points; and
- ▶ Other regulatory agencies receiving sample results (if applicable).
- ▶ Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

### 6.2.3 Private Lateral Sewage Spill Reports

When the City becomes aware of a private lateral sewage spill, the City must report the spill if it equals or exceeds 1,000 gallons, results in a discharge to a storm drain, drainage channel, or surface water, or enters a storm drain system and is not fully captured and returned to the sanitary sewer system. The City is required to notify the San Diego Regional Water Quality Control Board by phone or fax within 24 hours of becoming aware of such a discharge, provided notification is possible and does not substantially impede cleanup or other emergency response actions. This notification requirement applies only to private lateral sewage discharges meeting the conditions described above and is limited to reporting; it does not assign the City responsibility for the cause, cleanup, or repair of private lateral systems.

The City's mandatory monthly certification in the CIWQS Sanitary Sewer System Database applies only to sewage spills originating from the City-owned sanitary sewer system, as required under the Order. Private lateral sewage spills are not subject to the City's required monthly CIWQS certification, which applies only to sewage spills originating from the City-owned sanitary sewer system.

In addition to the required notifications described above, the City is encouraged, but not required, to voluntarily enter all known private lateral sewage spills into CIWQS within 24 hours of becoming aware of the spill and to notify CAL OES when a private lateral sewage spill reaches surface waters or a drainage conveyance system.

### 6.2.4 Water Quality Monitoring

As required, the City conducts water quality sampling within 18 hours after initial spill notification for Category 1 spills in which 50,000 gallons or greater is spilled to surface waters. City's Data Submitters enter water quality sampling data into the CIWQS Sanitary Sewer System Database as part of the Spill Technical Report. The City's Sanitary Sewer Spill Water Quality Monitoring Program (Appendix C) provides guidance on spill water quality monitoring and includes the following:

- ▶ protocols for water quality monitoring,
- ▶ procedures to account for spill travel time and scenarios where monitoring may not be possible (e.g., safety, access restrictions),
- ▶ discussion of calibration and maintenance of instruments and devices used to implement the Sanitary Sewer Spill Water Quality Monitoring Program, and
- ▶ identification of required constituents to be monitored.

## 6.3 Recordkeeping and Document Retention

The City retains individual spill records for a minimum of five (5) years from the date of the spill occurrence. This period may be extended if requested by a San Diego Regional Water Quality Control Board Executive Officer. All records are available for review upon State or Regional Board staff's request.

Records retained include, but are not limited to:

- ▶ Certified reports as submitted on-line;
- ▶ Date, time, and method of notification;
- ▶ Date and time the complainant first noticed the spill, if available,
- ▶ Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available;
- ▶ Complainant's contact information, if available, and;
- ▶ Final resolution of the complaint;

## City of Del Mar Sanitary Sewer Management Plan

- ▶ Original recordings of continuous monitoring efforts;
- ▶ Spill logs;
- ▶ Action(s) or planned action(s) to prevent future spills from recurring;
- ▶ Records documenting the steps and/or remedial action(s) undertaken by City staff, using all available information;
- ▶ Work orders, work completed, and maintenance records associated with responses and investigations of spill related problems;
- ▶ A list and description of complaints from customers or others; and
- ▶ Documentation of performance and implementation measures.
- ▶ Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of spill recovered were calculated;
- ▶ All California Office of Emergency Services notification records, as applicable;

To facilitate the City's ability to report regularly on spills, PW maintains a record log that contains information about each spill. This log can be used to identify trends and used as a cross-reference for online spill reporting requirements.

#### 6.4 Assessment and Update

At a minimum, the SERP will be reviewed annually and will include updating contact information, telephone numbers, and forms in the attachments, as well as a review of procedures. The annual review of the SERP will also ensure all provisions of the plan are being met and implemented. City staff shall also review and amend this SERP as appropriate after any sewage spill occurrence or trend in sewage spills. SERP deficiencies and updates will be addressed and modified accordingly.

## 7 Sewer Pipe Blockage Control Program

The City is required to prepare and implement a Sewer Pipe Blockage Control Program (SPBCP) to reduce the amount of these substances discharged to the sanitary sewer collection system. Requirements specifically include:

- a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of pipe-blocking substances;
- b) A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- c) The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- e) Authority to inspect grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the fats, oils, and grease (FOG) ordinance;
- f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- g) Implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

The City's Sewer Pipe Blockage Control Program (SPBCP) is intended to eliminate spills due to pipe blocking substances and reduce the adverse effects of substance discharges on sewage treatment operations. Program details are presented in Attachment 2.

Elements of the City's Sewer Pipe Blockage Control Program include the following:

- ▶ Kitchen best management practices,
- ▶ Grease trap installation, operation and maintenance requirements,
- ▶ Grease interceptor installation, operation and maintenance requirements,
- ▶ Notification requirements,
- ▶ Record keeping and reporting requirements,
- ▶ Permits and enforcement,
- ▶ Drawing submittal and review of new facilities and tenant improvements, and
- ▶ Public education.

### 7.1 Public Education

Public outreach and education is an ongoing program. The City provides ongoing outreach to FSEs by explaining program requirements during inspections, distributing educational materials, and reinforcing the importance of proper FOG management. These efforts focus on helping the public understand how their practices affect the sewer system and encouraging consistent use of best management practices to keep FOG and other blockages out of the pipes.

### 7.2 Disposal of Pipe Blocking Substances

FOG removal devices must be serviced regularly to maintain a FOG and solids loading of no more than 25%. The cleaning and removal of all accumulated FOG from grease interceptors and FOG bins must be performed by a licensed liquid waste hauler with an approved and current license from an authorized agency, disposal permit, or permitted treatment facility. Under no circumstances may waste haulers or FSEs reintroduce any removed FOG, wastewater, or solids back into the sanitary sewer system.

### 7.3 Legal Authority

Legal authority to prevent pipe blocking substances from causing spills is discussed in Section 3 of this SSMP. Discharge prohibition of pipe-blocking substances is in Municipal Code §22.08.050 and §22.16.

### 7.4 Requirements for Installation of Pretreatment Devices and Implementation of BMPs

The City's Sewer Pipe Blockage Control Program requires that each food service establishment (FSE) be solely responsible for the installation, operation, maintenance, and repair of approved pretreatment devices. Requirements for the installation of grease removal devices, design standards for removal devices, BMPs, and record keeping (including maintaining manifests, records, receipts, and invoices related to all cleaning, maintenance, and grease removal from interceptors) are stated in the City Ordinance.

BMPs are practices, procedures, and maintenance activities performed by FSE staff to reduce the substances discharged to the City's collection system, thereby reducing the potential for pipe blocking substances caused spills. Each FSE shall implement BMPs as they pertain to handling and disposing of wastes containing pipe-blocking substances. Training both new and existing employees to properly implement BMP activities will serve to ensure and reinforce proper handling and disposal of pipe blocking substances. Kitchen BMPs are described in greater detail in the FOG Control Program (Attachment 2).

### 7.5 Facility Inspection

The City has established the authority to inspect facilities for compliance with the Sewer Pipe Blockage Control Program. To determine whether an FSE complies with the conditions of the Sewer Pipe Blockage Control Program and City Municipal Code, the City will inspect each FSE a minimum of once annually. Copies of inspection forms are included as part of the complete Sewer Pipe Blockage Control Program (Attachment 2). The FSE shall make the following available:

- ▶ Access to grease pretreatment devices,
- ▶ Access to flow measuring and monitoring devices,
- ▶ Manifests, receipts, and invoices of grease device maintenance,
- ▶ Documents identifying the waste hauler carrier,
- ▶ Documents identifying the disposal site locations, and
- ▶ Records of employee training in best management practices.

If violation(s) are observed, the violation(s), along with a description of what was observed, are recorded on the inspection form. Documentation of the violation(s) shall serve as the formal Notice of Non-Compliance (NOC) or Notice of Violation (NOV). Additionally, a follow-up inspection shall be scheduled to determine whether the required corrective actions have been implemented and if additional improvements are necessary.

### 7.6 Maintenance Schedule for High Maintenance Areas

As described in Section 4.1, maintenance of collection system facilities in HMAs is performed quarterly and is used to monitor compliance for FSEs. Based on FOG inspections, CCTV results, and City sewer main inspections, the City determines whether additional BMPs and/or maintenance requirements are needed for FSEs.

### 7.7 Development and Implementation of Source Control Measures

The development and implementation of source control measures to remove pipe-blocking substances from the sanitary sewer are as described in the Sewer Pipe Blockage Control Program (Attachment 2).

## 8 System Evaluation, Capacity Assurance, and Capital Improvements

*The list below identifies the permit's requirement categories from Attachment D, Section 9. It does not include the full requirements for each category.*

The Plan must include procedures and activities for:

- a) Routine evaluation and assessment of system conditions;
- b) Capacity assessment and design criteria;
- c) Prioritization of corrective actions; and
- d) A capital improvement plan.

This section describes the City's procedures for evaluating sanitary sewer system conditions, assessing hydraulic capacity and design criteria, prioritizing corrective actions, and implementing a comprehensive Capital Improvement Plan (CIP).

### 8.1 Previous Studies

The City has completed several sewer studies over the life of the sewer system. Although dated, the City's built-out condition limits significant changes to system demands, and these studies remain the basis for understanding existing capacity, system condition, and long-term infrastructure needs.

- ▶ **June 2007** – 21st Street Sewer Pump Station Preliminary Design Report
- ▶ **Dec 1, 2008** – Public Works Disposal Agreement between the City of Del Mar and the 22nd District Agricultural Association. The 22nd DAA reconstructed its sewer force main under the San Dieguito River in 2009. The City of Del Mar monitors the flow from the 22nd DAA forcemain through a flow meter located at the discharge point on the south bank of the river. Prior to this forcemain construction and after several years of study and negotiation, on December 1, 2008, the City of Del Mar and the 22nd DAA reached an agreement and signed a document that limits discharge from the 22nd DAA to the City of Del Mar, preserving the capacity of the North Beach Gravity Sewer mains.
- ▶ **July 1, 2009** – The City completed a five (5) year sewer rate program for the City's utility customers. These rates, as adopted, fund the five (5) year Capital program in conjunction with the State Revolving Fund, which funded the 21st Street lift Station.
- ▶ **October 2010** – Final Design with Plans and Specifications for the 21st Street Sewer Pump Station– Design by City Engineering firm PBS&J with QA/QC performed by IEC Engineering. Plans and specifications for the 21st St Pump Station are available from PW upon request. The City's new 21st Pump Station was constructed with a larger wet well and an emergency storage facility capable of hours of overflow detention in the event of a pump station failure.
- ▶ **2014** – The City completed an updated Water and Sewer Master Plan to fund construction and repair of PW lines identified as in need of replacement due to size, pipe material, or condition.
- ▶ **2015** – The City implemented a new sanitary sewer rate schedule based on the March 2014 Wastewater Rate Review Staff Report as a part of the five (5) year sewer rate program.
- ▶ **2019** – The City implemented a new sanitary sewer rate schedule based on the cost of doing business, the need to replace aging sanitary sewer infrastructure, and the increased cost of transporting and treating sanitary sewage.
- ▶ **2024** – The City implemented a new sanitary sewer rate schedule based on the Water and Wastewater Rate cost-of-service study.

## City of Del Mar Sanitary Sewer Management Plan

## 8.2 System Evaluation and Design Criteria

The 1998 City of Del Mar Sewer Capacity Study established design criteria for:

- ▶ peak dry and wet weather flows,
- ▶ population density, per capita sewage generation,
- ▶ pipe criteria,
- ▶ and infiltration rates.

This study evaluated dry-weather peak flows, identified areas requiring modification or expansion, and included recommendations and a proposed schedule.

## 8.3 Capacity Assessment and Condition Assessment

The 1998 City of Del Mar Sewer Capacity Study assessed the hydraulic capacity of major sewer pipelines within the City's service area.

- ▶ No capital improvement projects were identified in this study.
- ▶ The study also evaluated the system under built-out land use conditions to confirm future capacity sufficiency

Due to the built-out nature of the City, capacity assurance reviews are not required regularly, except when large projects that make significant changes to the sewer system are identified. Given the age of the most recent Capacity Study (performed in 1998), the City will continue to review population growth, changes in the collection system characteristics, and changes in businesses in the City to determine whether an updated capacity study is necessary.

The City's last sanitary sewer flows audit was conducted in 2013, which determined that the City's Average Daily Flow (ADF) is 0.551 MGD. The City continues to maintain the sewer lift stations and sewer mains through ongoing video monitoring, biannual maintenance contracts, and other funded capital programs identified in the adopted five-year sewer capital budget. Any future enhancements identified in investigations, studies, or audits will be included in updates to the SSMP and are contingent upon budget approvals.

## 8.4 Climate Change Vulnerability and Adaptation

The City completed a Sea Level Rise Adaptation Plan (revised in 2018) to identify local climate-driven vulnerabilities and outline strategies to protect community infrastructure, natural resources, and public safety. The Adaptation Plan identifies multiple wastewater assets, including sewer pipelines, manholes, and associated utility infrastructure, as being vulnerable to climate-driven flooding, erosion, and groundwater rise.

The Plan identifies wastewater systems as at risk from sea-level rise, storm surge, and coastal flooding. Bluff erosion analyses indicate that sewer facilities located along the South Beach and North Bluff areas may become exposed as bluffs recede. In the low-lying North Beach area, the Plan documents repeated overtopping and flooding during extreme high-water events (e.g., March 8, 2016), conditions that pose risks to manholes, sewer access points, and shallow-buried sewer lines. These conditions may result in inundation and allow saltwater or floodwater intrusion that can adversely affect sewer system performance. The San Dieguito River Valley, also identified as a high-risk flooding area, contains essential City utilities and is projected to experience elevated flood levels under future sea-level rise scenarios, increasing the likelihood that sewer manholes and pipelines may be submerged, undermined, or impacted by erosion and soil saturation.

Overall, the Adaptation Plan provides the City with a structured framework to identify and anticipate climate-driven risks to sanitary sewer system assets and to inform maintenance prioritization, capital planning, and other system improvement efforts.

### 8.5 Prioritization of Corrective Actions and Capital Improvement Plan

The City schedules and funds wastewater infrastructure projects through its Capital Improvement Program (CIP), a 10-year planning and budgeting tool updated during publicly noticed City Council meetings. The CIP encompasses a wide range of project types, including water, wastewater, stormwater, street, and public facility improvements, which are evaluated under the Citywide CIP environmental review framework. CIP schedules identify project timelines and funding sources and are updated in coordination with the City's biennial budget.

Coordination occurs between Operations & Maintenance (O&M) staff and Engineering staff, including consultants, to align technical evaluations with practical implementation. This collaborative approach ensures that project schedules are updated, including milestone and completion dates, and that improvements are effectively integrated into the City's overall wastewater management strategy.

## 9 Monitoring, Measurement, and Program Modifications

The SSMP must include an Adaptive Management section that addresses SSMP implementation effectiveness and the steps for necessary Plan improvement, including:

- a) Maintaining relevant information, including audit findings, to establish and prioritize appropriate SSMP activities;
- b) Monitoring the implementation and measuring the effectiveness of each SSMP Element;
- c) Assessing the success of the preventive operation and maintenance activities;
- d) Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- e) Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

The following subsections describe how the City will track and monitor the implementation and effectiveness of the SSMP, and how the City will update and revise the SSMP to keep it current.

### 9.1 Maintain Information Pertaining to SSMP Activities

The Public Works Director is responsible for maintaining and updating the SSMP, as well as keeping records of related activities. This includes collaborating with the Public Works Operations Manager and the maintenance staff. When improvements or modifications are identified, the City will make the necessary adjustments to the program as soon as feasible.

### 9.2 Monitor and Measure SSMP Effectiveness

Performance indicators, particularly quantity and volume of spills, are used to evaluate the long-term effectiveness of the SSMP. Table 6 lists the quantitative indicators that are currently tracked.

Table 6: Table for SSMP Performance Indicators

Indicator	Year 1	Year 2	Year 3
1. Number of spills (by fiscal year)			
A. Wet Season (Oct 1 to April 30)			
B. Dry Season			
2. Number of spills (by volume not recovered)			
A. < 10 gal			
B. 10 - 99 gal			
C. 100 - 999 gal			
D. > 1000 gal			
3. Spill Volume			
A. Total			
B. Recovered			
4. Number of spills (by cause)			
A. Blockages			
1. Roots			
2. Grease			
3. Debris			
4. Debris from Laterals			
5. Animal Carcass			
6. Construction Debris			

City of Del Mar Sanitary Sewer Management Plan

Indicator	Year 1	Year 2	Year 3
7. Rags (including disposable wipes)			
8. Multiple Causes			
B. Pump Station			
1. Electrical Failure			
2. Mechanical Failure			
C. Natural Disaster			
D. Bypass system failure during a construction project			
E. Cause Unknown			
5. Number of spills per mile of sewer per year			
6. Volume of spills per mile of sewer per year			
7. Average Emergency Response Time			
8. Spills during Business Hours			
9. Spills Non-Business hours			
10. Maintenance activities (linear ft/year)			
11. Televised inspection			
12. Root Control program (Linear foot)			

In addition to the information tracked in Table 6 and collected during spill responses (Attachment 1), the following information is maintained and used to monitor and measure the effectiveness of the City’s SSMP:

- ▶ Number of SPBCP inspections
- ▶ Number of SPBCP issues identified
- ▶ Location of SPBCP issues
- ▶ Location of all spills
- ▶ Number of gallons from spill(s)
- ▶ Linear feet of sewer lines cleaned
- ▶ Linear feet of sewer lines televised
- ▶ Number of mainline blockages
- ▶ Location of all blockages
- ▶ Cause of blockage

**9.3 Assessment of Preventive Maintenance Program**

The City’s O&M Program (see Chapter 4 and Appendix A) includes a summary of the City’s current procedures and practices as they pertain to O&M activities. At least once every three years, the City evaluates the effectiveness of the O&M Program elements and staffing levels. Recommendations for appropriate adjustments and an implementation schedule are developed as necessary. Implementation of any changes is based on the urgency of the need, coordination with other program elements, and management goals and approvals.

**9.4 Update Program Elements**

The SSMP is reviewed, updated, and recertified at least once every six years. The City’s process includes distributing the SSMP to appropriate City staff for review to ensure the most current legal authority, response plans, organizational charts, equipment lists, and contact/notification information are included. Once recommendations are incorporated into the document, the SSMP will be ready for public dissemination and, ultimately, for adoption by the City Council. As modifications to elements of this SSMP are deemed necessary, the City will implement them as soon as practical. However, changes will be officially made to this SSMP during the six-year update to the document. A comprehensive SSMP update and adoption will occur every six years, or as necessary, and will include any significant program changes.

**9.5 Identify and Illustrate Spill Trends**

The City maintains a database documenting emergency calls related to potential and/or actual sewer

## City of Del Mar Sanitary Sewer Management Plan

spills, including the frequency, location, and approximate volume of each spill event. This information is used to track and illustrate spill trends over time, helping the City identify recurring issues and areas for improvement. In addition, the City submits sewage spill information to the California Integrated Water Quality System (CIWQS), which is publicly accessible. The City efficiently and effectively implements measures to properly document and report all sewage spills in accordance with the WDRs, including creating work orders, categorizing spills, submitting reports through CIWQS, making timely notifications, and retaining required records as outlined in the SERP (Attachment 1).

## 10 SSMP Program Audits

The SSMP must include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with Section 5.4 of the Order.

The SSMP program audits are discussed in this section.

### 10.1 SSMP Program Audits

The City must complete triennial audits of its SSMP. Any modifications identified while monitoring the implementation of this SSMP will be officially noted during the SSMP triennial audit to ensure the SSMP is up to date. The audit may include, but not be limited to:

- ▶ Reviewing the status of the SSMP programs implemented
- ▶ Reviewing the status of implementation of the previous audit's recommendations and corrective actions
- ▶ Identifying the success of various SSMP programs implemented
- ▶ Identifying the improvements necessary to various SSMP programs
- ▶ Describing system improvements within the three (3) year audit period
- ▶ Describing system improvements planned for the upcoming three (3) years
- ▶ Reviewing data related to sewage spill occurrences

Upon completion of the audit, the City must document the process and results in a written report. The City must retain the audit report on file in compliance with the WDRs. The LRO must submit the audit report to the online CIWQS Sanitary Sewer System Database. Table 1 includes an upcoming internal audit schedule.

## 11 Communication Program

The SSMP must include procedures for the Enrollee to communicate with:

The public for: spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and the development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates

Owners/operators of systems that connect into the Enrollee’s system, including satellite systems, for system operation, maintenance, and capital improvement-related activities.

A goal of the SSMP is to minimize the number and impact of sanitary sewer spills through education and communication with collection system users. This chapter of the SSMP discusses the City’s efforts to educate and inform the public and affected agencies regarding the proper use of the City’s sanitary sewer system.

### 11.1 Stakeholder Groups

Various stakeholder groups have been identified to support the City’s outreach and communication efforts. A complete list of these stakeholders is provided in Table 7.

Table 7: Stakeholder Groups

Stakeholder Group	Potential Issues of Interest
Domestic Ratepayers and Local Neighborhood Associations	Proposed rate increases, Sewer Pipe Blockage Control Program, local impacts from capital programs
22nd DAA (Fairgrounds)	Master planning, capacity issues, emergency response plans, capital programs
Food Service Establishments	Sewer Pipe Blockage Control Program
Developers	Legal authority and design standards
Contractors	Capital programs and contracting of maintenance activities
Engineering Consultants	Design standards, capital programs, consulting opportunities
Other City Departments	Sewer Pipe Blockage Control Program, design standards, emergency response plans
City Council	SSMP progress, Utility rates, public impacts, and communications program
Regulators	Emergency response plans, spill reporting activities, SSMP program audits

### 11.2 Communication Programs

Draft versions or notices on draft updates to the SSMP will be available to the public online ([www.delmar.ca.us](http://www.delmar.ca.us)) and at the Public Works Department (2240 Jimmy Durante Boulevard, Del Mar, California 92014). The public will be allowed to provide written input to the Public Works Department, which will be responsible for responding to all comments received from residents. City Council meetings provide residents and citizens with a forum to offer input on programs. The City Council is required to adopt the SSMP as an agenda item at a public City Council meeting, during which time will be scheduled for public comment on the SSMP updates.

In coordination with the San Diego County Department of Environmental Health and Quality (DEHQ), the City follows established protocols for public notifications related to sewage contamination. The County

## City of Del Mar Sanitary Sewer Management Plan

Department of Environmental Health has primary responsibility for determining when to post notices of polluted surface waters resulting from uncontrolled wastewater discharges from the City's facilities. The County Department of Environmental Health may also decide to direct the City to post notices. Under the direction of the Director of Community Services, City staff may also proactively post precautionary warning signs prior to receiving direction from the County Department of Environmental Health. The postings do not necessarily prohibit use of affected recreational areas unless posted otherwise, but they do provide a warning of potential public health risks from sewage contamination.

The public outreach element of the Sewer Pipe Blockage Control Program is designed to educate both FSE and non-FSE staff on proper management of FOG generated on-site and other practices to help prevent sewer blockages. During site inspections, City staff or contractors provide verbal or written information to emphasize how the actions of FSE and non-FSE staff directly contributed to maintaining the reliability of the City's sanitary sewer system, protecting the community's health, and preserving the local environment.

Public education efforts also include promoting water conservation to reduce flows to the sanitary sewer system. By minimizing the amount of water entering the collection system, additional system capacity is preserved, and the risk of overflows is reduced. Information on water conservation practices is available through the City's website. [Water Conservation | Del Mar, CA - Official Website](#)

The City supports ongoing public outreach by maintaining a website that serves as a central source of information on City programs, activities, and services. The website provides announcements, access to City Council agendas, and links to departmental resources, helping residents stay informed and engaged.

# **Appendix A**

## **O&M Related Documents and Forms**

## 1 Standard Operating Procedure for the 21st Pump Station

### A. Background

Currently, the City of Del Mar's Public Works Department performs maintenance activities for the 21st Pump Station. Public Works has also entered into a full-service maintenance agreement with San Elijo Joint Power Association (SEJPA) to support routine station maintenance. Collaboratively, all operations and maintenance activities are completed.

### B. Objective

The purpose of this document is to provide the equipment information and process-control guidance needed to ensure the station operates as intended. Routine inspections and preventive maintenance help avoid costly repairs, prevent spills, and reduce the risk of property damage. The following recommendations are intended to minimize equipment failures and operational issues.

### C. Purpose

The purpose of this Standard Operating Procedure (SOP) is to ensure that the operation and maintenance of the 21st Street Pump Station are carried out in a manner that minimizes downtime, prevents sewer spills, and maintains efficient performance. Operational efficiency is essential, as it helps prevent equipment issues between scheduled maintenance activities.

### D. Safety Considerations

Safety is closely linked to the level of professionalism demonstrated, which is supported by proper knowledge and certification. All day-to-day activities must be carried out safely through a combination of awareness and professional conduct.

Multiple hazards exist in the performance of the employee's routine daily tasks and work assignments. The following are some of the more common hazards to be aware of:

- Slips
- Falling Objects
- Infections and Infectious Diseases
- Lacerations and Contusions
- Falls
- Explosions
- Confined Space Entry Procedures and Permit Requirements
- Poisonous or Toxic Gases
- Strains or Ruptures
- Traffic Mishaps
- Bites (insects, bugs, rodents, snakes)
- Excavations and Trench Shoring
- Drowning
- Fire
- Electrical Shock and Arc Flash
- Noise

Employees are required to follow the Member Agency's Safety Practices and Procedures. These Administrative Procedures establish guidelines in compliance with the Illness Injury Prevention Program (IIPP) mandates of the Federal Code of Regulations, the State of California Occupational Safety and Health Administration (CalOSHA), and the Member Agency's Board of Directors.

### E. Required Equipment/Tools

- Personal protective equipment (hardhat, steel toe boots, gloves, eye/face protection, hearing protection)
- Other tools and equipment vary based on task

### F. Methods/Procedures

Inspection, maintenance, and repair procedures should be reviewed in the appropriate Original Equipment Manufacturer O&M Manual prior to the start of work. The following information should be

collected during the lift station inspection:

- Date and Time;
- Initials of person performing inspection;
- Meter readings for each pump;
- Flow reading for each pump;
- Date of pump and equipment calibrations;
- General appearance (e.g., presence of grease buildup, wet well baskets need to be cleaned);
- Any maintenance done to the lift station;
- Pump ratings in gallons per minute; and
- Power usage (if available).

#### G. Lift Station Inspection Schedule

<b>Preventative Maintenance Schedule</b>			
<b>Asset</b>	<b>Item</b>	<b>Action</b>	<b>Frequency</b>
Pumps	Impeller	Inspection of the impeller should be performed quarterly or when motor hours are not within 10 percent of each other. The inspections would assure that the impeller is free of debris.	Quarterly
Pumps	Seal Box	Check for proper operation. Adjust or replace packing as necessary; or replace mechanical seal if equipped.	150 hours
Pumps	Bearings	Lubricate bearings.	2,000 hours or at least once annually
Pumps	Mechanical Seal Filter	Clean or replace.	Annually
Pumps	Pump Alignment	Check for changes.	Annually
Pumps	Pump Vibration and Amp Level	Check for changes.	Quarterly
Pumps	Pump Noise Level	Check for changes.	Annually
Hydropneumatic Tanks	Connections	Inspect all threaded and bolted connections to the vessel to ensure they secure.	Monthly
Hydropneumatic Tanks	Internal Coating	Ensure that internal coating integrity has been maintained.	Annually
Hydropneumatic Tanks	Pre-charge Pressure	Verify adequate pre-charge pressure.	Monthly
AVAR	Backwash	The AVAR should be inspected and backwashed to minimize leakage.	Monthly
Plug Valves	Exercising	Plug valves should be exercised.	Semi-Annually
Air Compressor	Tank	Drain air tank.	Weekly
Air Compressor	Oil	Check oil levels.	Weekly
Air Compressor	Air Filter	Clean air filter.	Monthly

Preventative Maintenance Schedule			
Asset	Item	Action	Frequency
Wet Wells	N/A	Wet wells should be pumped out and cleaned at least twice a year, or more often if necessary, to prevent solids and grease build-up. Build-up of solids can create odors and damage to the pump.	Semi-Annually
Floats	Cleaning	Floats should be cleaned and inspected. The buildup of grease prevents floats from working properly.	Quarterly
Alarm System	Inspection	Alarm system inspection and testing ensures proper notification of any problems.	Weekly

### Daily / Weekly Tasks

1. Visually inspect the station for vandalism.
2. Clean up any trash or debris material.
3. Inspect pumps and electronic motors
  - a. Record pump hours for each pump.
  - b. Check operation of motors.
  - c. Check operation of controls as they apply to the station.
  - d. Check mechanical seals.
  - e. Check mechanical and electrical systems for unusual noises, temperatures, and operational readings.
  - f. Inspect pumping system for proper operation (remove blockages from pumps as needed).
  - g. Inspect dry well sump pump for proper operation (clean debris in sump as needed).
  - h. Check the ventilation system.
  - i. Check for proper lighting.
4. Wash down wet well.
5. Visually inspect emergency generator for fuel and ability to operate properly.
6. Wash and clean drywell.
7. Flush out sump pump.
8. Perform yard maintenance and housekeeping as needed.
9. Test all panel lights and change as needed to ensure proper operation.
10. Record odor scrubber readings for APCD compliance (if applicable)
11. Place pump controls back in auto position prior to leaving station.
12. Lock up station, including exterior power panels if required, prior to leaving.

### Monthly Tasks

1. Open up wet well and visually inspect the pumping of each pump.
2. Completely pump down the wet well to its lowest point and make a visual inspection.
3. Test alarms
  - a. Power failure
  - b. High dry well
  - c. High wet well
  - d. Generator engine running
4. Inspect fire extinguishers.

5. Exercise suction and discharge valves.
6. Replace all log sheets with new and take utility readings.
7. If Diesel day tank is low call for refill.
8. Hose the wet well down during the pump down process.
9. Inspect wet well for excessive grease build up on surface, clean when needed.
10. Check wet well floats for rag build up, clean as needed.
11. Power backup generator needs to be checked, and started (fuel level, battery and general condition).
12. Turn in operation log sheets at end of the month.

**Quarterly Tasks**

1. Clean grit and grease from the wet well using a vac-con truck.
2. Generator is to be operated, under load, for 15 minutes. This test is to be conducted by tripping power to the station and observing a successful transfer to generator power. Emergency generators are to be operated per manufactures' requirements and in compliance with any City, County, or State agency operating permit.

**Annual Tasks**

1. Inspect influent grinder and perform preventative maintenance
2. Facilitate APCD Inspection (Facility inspection and review of files and records)
3. Prepare recommendations for repairs and capital improvements to be included in annual budget

**Other Duties Tasks**

1. Assist maintenance staff as needed for repair work requirements.
2. Respond to all lift station alarms.
3. Maintain all required lift station field logs.
4. Report all problems with the lift station to the operations supervisor.
5. Record all problems or observations at the lift station in the lift station journal.

## 2 Standard Operating Procedure for Sewer Cleaning Process

The purpose of this Standard Operating Procedure is to ensure that sewer cleaning is performed in a manner that will produce a high-quality work product. Quality is important because it ensures that the sanitary sewers will not experience problems prior to their next scheduled cleaning.

### A. Goal

The goal of cleaning a gravity sewer is to restore the flow area to 95% of the original flow area of the pipe.

### B. Required Equipment and Tools

- Personal protective equipment (hardhat, steel toe boots, gloves, eye/face protection, hearing protection)
- Proper safety cones, barricades, flagging, signs or other traffic control devices
- Sanitary sewer system map book
- Sewer cleaner Rodding machine
- Sewer cleaning Jetter
- Debris traps in the sizes that will be encountered during the day
- Manhole hook
- Measuring wheel
- Disinfectant

### C. Procedures for Sewer Cleaning Crew

#### Prior to Leaving the Yard

1. Plan the work so that it starts in the upstream portion of the area and moves downstream, following Area Maintenance (AM) Cleaning Plan and Schedule.
2. Wherever possible, plan to clean sewers from the downstream manhole.
3. Inspect the sewer cleaning nozzles for wear. Replace nozzles that are excessively worn.
4. If this is the first day that this cleaning unit is being used this week, inspect the first 200 feet of hose and couplings for damage or wear.

#### At the Jobsite

1. Wear proper Personal Protective Equipment (PPE).
2. Fill the water tank at or near the first jobsite.
3. Determine and confirm location of upstream and downstream manholes (use street addresses, if possible).
4. Set up proper traffic control by placing traffic signs, flags, cones and other traffic control devices.
5. Move the cleaning unit into the traffic control so that the hose reel is positioned over the manhole.
6. Open the manhole and determine if it is safe to proceed with the cleaning operation.
7. Install the jetter into the manhole.

#### Cleaning Operation

1. Insert the debris trap.
2. Start the auxiliary engine.
3. Lower the hose, with a guide or roller to protect the hose, into the manhole and direct it into the sewer to be cleaned.
4. Start the high pressure pump and set the engine speed to provide adequate pressure for the sewer cleaning operation.
5. Open the water valve and allow the hose to proceed up the sewer. The hose speed should not exceed 3 feet per minute.

6. Allow the hose to proceed 25% of the length of the sewer and pull the hose back.
7. Observe the nature and the quantity of debris pulled back to the manhole.
8. If there is little or no debris, allow the hose to proceed to the upstream manhole.
9. If there is moderate to heavy debris, clean the remaining portion of the sewer in steps not to exceed 25% of the length of the sewer.
10. Open the upstream manhole and verify that the nozzle is at or past the manhole.
11. The sewer has been adequately cleaned when successive passes with a cleaning nozzle do not produce any additional debris, and the sewer is able to pass a full size, six-wire skid ("proofer") for its entire length.
12. Determine the nature and quantity of the debris removed during the cleaning operation.
13. Remove the debris from the manhole using the vacuum unit, or debris device.
14. Rewind the hose on the reel.
15. Remove the debris trap.
16. Clean the mating surface and close the manhole. Ensure that the manhole is properly seated.
17. Enter the results on the Work Order.
18. Move the cleaning unit, break down and stow the traffic controls.
19. Proceed to the next cleaning jobsite.

**At the End of the Day**

1. Inspect the equipment and tools for problems.
2. Report any problems with equipment, tools, or sewers that were cleaned during the day.
3. Turn in all completed Cleaning Work Orders at end of shift.

### 3 Inventory of Parts

Table 3-1. Public Works Annual Wastewater Inventory of Parts- inclusive of and spare parts

Part No.	Description	Each Cost	Count	7/1/24 Start Value	+	New Purchase Cost / Ea.	Value	-	Used Cost	Value	6/30/25 Count	6/30/25 Current End Value
<b>WASTEWATER COLLECTION</b>												
	4" COUPLING (CLAY TO PVC/CI)	\$4.50	0	\$0.00		\$4.50	0.00		\$4.50	\$0.00	0	\$0.00
	4" COUPLING (CI/PVC)	\$49.55	0	\$0.00		\$49.55	0.00		\$49.55	\$0.00	0	\$0.00
	6" COUPLING (CLAY TO PVC/CI)	\$9.40	20	\$188.00		\$9.40	0.00		\$9.40	\$0.00	20	\$188.00
	6" COUPLING (PVC/CI)	\$63.55	3	\$190.65		\$63.55	0.00		\$63.55	\$0.00	3	\$190.65
IA-B70	8" COUPLING (CLAY TO PVC/CI)	\$14.40	14	\$201.60		\$14.40	0.00		\$14.40	\$0.00	9	\$129.60
	8" COUPLING (PVC/CI)	\$80.32	7	\$562.24		\$80.32	0.00		\$80.32	\$0.00	1	\$80.32
	12" COUPLING (CLAY TO PVC/CI)	\$29.16	3	\$87.48		\$29.16	0.00		\$29.16	\$0.00	0	\$0.00
	4" BEND 90 B/B	\$3.50	6	\$21.00		\$3.50	0.00		\$3.50	\$0.00	6	\$21.00
	4" BEND 45 B/B	\$2.54	16	\$40.64		\$2.54	0.00		\$2.54	\$0.00	16	\$40.64
	4" BEND 22 1/2 B/B	\$2.48	15	\$37.20		\$2.48	0.00		\$2.48	\$0.00	13	\$32.24
	4" COUPLING B/B	\$3.40	12	\$40.80		\$3.40	0.00		\$3.40	\$0.00	11	\$37.40
	4" BEND 45 B/S	\$2.41	14	\$33.74		\$2.41	0.00		\$2.41	\$0.00	14	\$33.74
	4" BEND 90 B/S	\$3.33	9	\$29.97		\$3.33	0.00		\$3.33	\$0.00	9	\$29.97
	4" BEND 22 1/2 B/S	\$2.35	12	\$28.20		\$2.35	0.00		\$2.35	\$0.00	0	\$0.00
	6" BEND 45 B/S	\$4.72	2	\$9.44		\$4.72	0.00		\$4.72	\$0.00	2	\$9.44
	6" BEND 90 B/S	\$6.06	2	\$12.12		\$6.06	0.00		\$6.06	\$0.00	2	\$12.12
	14" REPAIR COUPLING (15.30 - 16.90)	\$450.00	2	\$900.00		\$450.00	0.00		\$450.00	\$0.00	2	\$900.00
<b>STAINLESS STEEL STRAPS</b>												
164	STAINLESS STEEL STRAP	\$2.50	8	\$20.00		\$2.50	0.00		\$2.50	\$0.00	8	\$20.00
140	STAINLESS STEEL STRAPS	\$2.80	10	\$28.00		\$2.80	0.00		\$2.80	\$0.00	10	\$28.00
176	10" STAINLESS STEEL STRAPS	\$3.50	5	\$17.50		\$3.50	0.00		\$3.50	\$0.00	5	\$17.50
168	8" STAINLESS STEEL STRAPS	\$3.19	15	\$47.85		\$3.19	0.00		\$3.19	\$0.00	15	\$47.85

Part No.	Description	Each Cost	Count	7/1/24 Start Value	+	New Purchase Cost / Ea.	Value	-	Used Cost	Value	6/30/25 Count	6/30/25 Current End Value
200	12" STAINLESS STEEL STRAPS	\$4.63	15	\$69.45		\$4.63	0.00		\$4.63	\$0.00	15	\$69.45
152	STAINLESS STEEL STRAPS	\$2.50	18	\$45.00		\$2.50	0.00		\$2.50	\$0.00	18	\$45.00
<b>SADDLE/PVC</b>												
	6 X 4 SADDLE PVC	\$8.63	7	\$60.41		\$8.63	0.00		\$8.63	\$0.00	7	\$60.41
	8 x 6 SADDLE PVC	\$12.33	4	\$49.32		\$12.33	0.00		\$12.33	\$0.00	4	\$49.32
	8 X 4 SADDLE PVC	\$11.26	3	\$33.78		\$11.26	0.00		\$11.26	\$0.00	3	\$33.78
	10 X 6 SADDLE PVC	\$17.57	8	\$140.56		\$17.57	0.00		\$17.57	\$0.00	0	\$0.00
<b>SADDLE GASKETS</b>												
	6" SADDLE GASKETS	\$0.95	7	\$6.65		\$0.95	0.00		\$0.95	\$0.00	7	\$6.65
<b>PLUGS (PLASTIC)</b>												
	4" PVC PLUG	\$1.31	0	\$0.00		\$1.31	0.00		\$1.31	\$0.00	0	\$0.00
	6" TEST PLUG (PLASTIC)	\$24.57	16	\$393.12		\$24.57	0.00		\$24.57	\$0.00	16	\$393.12
275.085	8" TEST PLUG (PLASTIC)	\$31.99	1	\$31.99		\$31.99	0.00		\$31.99	\$0.00	1	\$31.99
	6" MECHANICAL TEST PLUG	\$30.00	1	\$30.00		\$30.00	0.00		\$30.00	\$0.00	1	\$30.00
<b>PLUGS (ALUMINUM)</b>												
	10" TEST PLUG (ALUMINUM)	\$133.00	1	\$133.00		\$133.00	0.00		\$133.00	\$0.00	1	\$133.00
	12" TEST PLUG (ALUMINUM)	\$151.00	1	\$151.00		\$151.00	0.00		\$151.00	\$0.00	0	\$0.00
	4" TEST PLUG	\$2.29	1	\$2.29		\$2.29	0.00		\$2.29	\$0.00	1	\$2.29
	6" TEST PLUG	\$3.42	1	\$3.42		\$3.42	0.00		\$3.42	\$0.00	1	\$3.42
	8" TEST PLUG	\$4.02	2	\$8.04		\$4.02	0.00		\$4.02	\$0.00	2	\$8.04
<b>PVC SEWER PIPE - IN FEET</b>												
	4" PVC SEWER PIPE	\$0.73	0	\$0.00		\$0.73	0.00		\$0.73	\$0.00	0	\$0.00
	6" PVC SEWER PIPE	\$1.33	0	\$0.00		\$1.33	0.00		\$1.33	\$0.00	0	\$0.00
	8" PVC SEWER PIPE	\$2.37	40	\$94.80		\$2.37	0.00		\$2.37	\$0.00	40	\$94.80
	10" PVC SEWER PIPE	\$3.74	0	\$0.00		\$3.74	0.00		\$3.74	\$0.00	0	\$0.00

Part No.	Description	Each Cost	Count	7/1/24 Start Value	+	New Purchase Cost / Ea.	Value	-	Used Cost	Value	6/30/25 Count	6/30/25 Current End Value
	12" PVC SEWER PIPE	\$5.35	20	\$107.00		\$5.35	0.00		\$5.35	\$0.00	20	\$107.00
	14" PVC SEWER PIPE	\$8.05	10	\$80.50		\$8.05	0.00		\$8.05	\$0.00	10	\$80.50
<b>MANHOLE AND CLEANOUTS</b>												
	MANHOLE GUARD (no flow cover)	\$113.57	5	\$567.85		\$113.57	0.00		\$113.57	\$0.00	5	\$567.85
	8" rubber wedge lock	\$10.00	2	\$20.00		\$10.00	0.00		\$10.00	\$0.00	0	\$0.00
	PNEUMATIC TEST PLUG 4"	\$81.00	0	\$0.00		\$81.00	0.00		\$81.00	\$0.00	0	\$0.00
	PNEUMATIC TEST PLUG 6"	\$187.00	0	\$0.00		\$187.00	0.00		\$187.00	\$0.00	0	\$0.00
	PNEUMATIC TEST PLUG 8"	\$511.00	1	\$511.00		\$511.00	0.00		\$511.00	\$0.00	1	\$511.00
	PNEUMATIC TEST PLUG 8" - 12"	\$614.00	1	\$614.00		\$614.00	0.00		\$614.00	\$0.00	1	\$614.00
	PNEUMATIC TEST PLUG 12"	\$560.00	1	\$560.00		\$560.00	0.00		\$560.00	\$0.00	1	\$560.00
	PNEUMATIC TEST PLUG 14-16"	\$799.00	1	\$799.00		\$799.00	0.00		\$799.00	\$0.00	1	\$799.00
	PNEUMATIC TEST PLUG 18-24"	\$1,244.00	1	\$1,244.00		\$1,244.00	0.00		\$1,244.00	\$0.00	1	\$1,244.00
	PNEUMATIC LONG TEST PLUG 4"	\$110.00	2	\$220.00		\$110.00	0.00		\$110.00	\$0.00	2	\$220.00
	PNEUMATIC TEST PLUG 4"-6"	\$160.00	1	\$160.00		\$160.00	0.00		\$160.00	\$0.00	1	\$160.00
<b>APCO SEWAGE AIR VAC PARTS</b>												
401.1	2" SEWER AIR VACUUM VALVE	\$331.00	4	\$1,324.00		\$331.00	0.00		\$331.00	\$0.00	1	\$331.00
<b>14" REPAIR CLAMPS</b>												
228	14" AC X 16 (15.95-16.75)	\$555.00	2	\$1,110.00		\$555.00	0.00		\$555.00	\$0.00	0	\$0.00
	<b>TOTAL NUMBER OF PARTS</b>		<b>591</b>								<b>513</b>	
	<b>GRAND TOTAL</b>			<b>\$23,163.87</b>								<b>\$15,495.62</b>

#### 4 Inventory of Vehicles & Equipment

Vehicle Number	License Number	Year	Make	Description	VIN#	Vehicle Type	Cost
71A	1712793	2024	FORD	F150 1/2-TON PICK UP 4X4	1FTMF1LP8RKF14615	LT	\$47,921
72	1305883	2009	DODGE	PICK UP TRUCK	3D7KR26T79G515667	LT	\$18,605
73	1090481	2001	FORD	F250 PICK UP	3FTN20LX1MA46363	LT	\$21,250
74A	1639912	2022	FORD	F450 DUMP TRUCK	1FDUF4GN7NDA16166	LT	\$77,100
75	1435393	2014	CHEVROLET	4WD 1-TON TRUCK	1GC3KZCG4EF124488	HT	\$24,963
76A	1696221	2024	CHEVROLET	SILVERADO 1500 PU	3GCNAAEK5RG258235	LT	\$40,481
77	1404629	2012	VAC-CON	COMBO JET RODDER/VACUUM	1FVAC2BS3CHBH5647	HT	\$235,451
79	1580238	2020	FORD	F150 1/2-TON PICK UP	1FTMF1CB6LFA28440	LT	\$26,404
81A	1702792	2025	FORD	F150 1/2-TON PICK UP 4X4	1FTMF1LP6SKD33342	LT	\$40,845
82	1515970	2017	FORD	F250 PICK UP	1FTBF2A6XHEF21084	LT	\$27,249
83	1557317	2018	FORD	F150 1/2-TON PICK UP	1FTEW1CPOJFK83923	LT	\$32,073
85A	1712793	2024	FORD	F150 1/2-TON PICK UP 4X4	1FTEX1LP1RKF15431	LT	\$52,586
88	1657930	2017	CHEVROLET	SILVERADO 2500 PU	1GC0CUEG7HZ358319	LT	\$30,573
78		2014	CASE 580SM	SONSRAY BACKHOE	NEC 706788	UE	\$86,534
80		2008	CHERRYINGTON	BEACH CLEANER	508D514	LE	\$15,828
86		2015	CATERPILLAR	926m WHEEL LOADER	CAT0926MCLTE00430	UE	\$147,112
87		2016	CATERPILLAR	SKID STEER	BGZ03160	T	\$52,586
NONE	SE454655	1996	SULLIVAN/PALATEC	COMPRESSOR TRAILER MOUNT	32634-D185PDZ	N/A	\$23,737
NONE	SE455001	1990	CANOGA	CEMENT MIXER	113GH#577	N/A	\$1,811
NONE	1602213	2020	SEWER EQUIP. of AMERICA	SEWER RODDER	1S9S31614LD381636	UE	\$84,539

Vehicle Number	License Number	Year	Make	Description	VIN#	Vehicle Type	Cost
NONE		2008	MULTI-QUIP	COMPACTOR	R 3369	N/A	\$2,500
NONE		2016	MULTI-QUIP	PAVEMENT SAW	GX390-RH0C11645	N/A	\$3,726
NONE		2016	ZIEMAN	TRAILER for SKID STEER	1ZCE26EXCGZ348963	N/A	-
NONE		2021	MOYNO	ANNIHILATOR GRINDER	NONE	N/A	\$47,095
NONE		2024	SUPERIOR POWER JET	PRESSURE WASHER	PJ03504-12-H-GP/2407302	N/A	\$6,459
77		2015	MESSAGE BOARD		NONE	N/A	-
78		2015	MESSAGE BOARD		NONE	N/A	-
NONE		2024	SONSRAY	BOX TRAILER	5FTBD1529R1017681	N/A	-
NONE		2024	GRACO	LINELAZER V PAINT SPRAYER	H24B17K581000880	N/A	-

## 5 HMA Inventory

High Maintenance Area Cleaning Sheet			GIS Map #, Manhole #			
No.	HMAF	Location	From	To	Dir	Footage (nominal)
1	FOG	Coast Blvd. to Jake's	A6-29	A6-26	W	105
	FSE					
2	FOG	Coast Blvd. - 1700 block (King's Parking)	A6-27	A6-29	N	80
	FSE					
3	FOG	Del Mar Lane (1300–1400 block)	B7-18	B8-06	S	600+
	FSE					530
4	FOG	Del Mar Lane and Ocean Ave.	A7-10	B7-18	E	600+
	FSE			438		438
5	FOG	Ocean Avenue	A7-09	A7-10	S	120
	FSE					185
6	RI	Stratford Ct 600 Blk to CDM	B10-10	B10-15	E	300
7	FOG	Camino del Mar and Seaview to Plaza	B6-05	B7-14	S	600+
	FSE					
8	RI	Seaview at Belaire to cleanout	B6-08	B6-09	E	120
9	RI/SED	12th Street and Del Mar Ln	B8-02	B8-15	E	200
10	RI	Seaview at Belaire to cleanout (cont'd)	B6-09	B6-02 C.O.	E	84
11	RI	12th Street and CDM to Luneta Drive	B8-15	B8-19	E	210
12	FOG	Camino del Mar between 12th and 11th Street (~400')	B8-14	B8-20	S	400
	FSE					
13	FOG	Camino del Mar between 12th and 13th Street (~250')	B8-14	B8-03 C.O.	N	250
	FSE					
14	FOG	Camino del Mar between 11th and 13th Street (~400')	B8-20	B8-02	S	400
	FSE					
15	RI	11th Street 300 Block	B8-31	B8-33	E	380
16	RI	Zapo at Culebra, up easement	B5-33	B5-32	S	100
17	DC	Zapo at Culebra, up easement (cont'd)	B5-32	B5-02	SE	250
18	RI	Culebra MH-B6-29 to MH-B5-33	B6-29	B5-33	NE	120

High Maintenance Area Cleaning Sheet			GIS Map #, Manhole #			
19	RI	Zapo MH-B5-33 to MH-B5-31	B5-33	B5-31	NE	250
20	RI	Zapo MH-B5-31 to MH-B5-48	B5-31	B5-48	NE	165
21	RI	Manholes on Luneta Drive	B7-41	B7-48	S	113
22	RI	Cuchara at Rimini Road	C8-02	C8-01	NE	248
23	RI	Luneta MH B8-11 and MH B8-24 - Cuchara	B8-11	B8-24	E	268
		Sewer line runs in sloped easement to City's Luneta parcel – inspect MH B8-23				
24	DC	Beach Area – Jet rod 2x per year, time allows (Spring and Fall)				
		Beginning at 2nds and 4th quarters				
25	FOG	San Dieguito Drive	B4-20	C5-02	E	800+
	FSE	Step clean sections to station				
26	FOG	Balboa Ave and Zapo St. to Gatun Street	B5-29	B5-22	N	610
	FSE					
27	DC	Pine Needles and Oceanview Ave	C12-03	C12-06	N	335
28	RI	Serpentine Drive and Zapo Street	B6-32	B6-33	N	230
29	RI	Serpentine Drive – 400 blk	B6-13	B6-32	E	230
30	DC	Serpentine Drive – 300 blk	B6-16	B6-13	NE	185
31	FOG	Pine Needles easement (302 Oceanview)	C12-03	B12-13	S	600

# **Appendix B**

## **SSMP Training Log**

**City of Del Mar**  
**Sanitary Sewer Management Plan (SSMP) Training Log**  
**SSMP TRAINING LOG**

(Store Completed Form in Appendix B)

Date:	
Trainer(s):	
Training Location:	

TRAINING TOPICS COVERED	
	Review and Discussion of SSMP and Goals
	Regulatory Background
	Operations and Maintenance (“O&M”) Program
	Design and Performance Provision
	Spill Emergency Response Plan (“SERP”)
	Spill Water Quality Monitoring and Reporting
	Sewer Pipe Blockage Control Program
	System Evaluation, Capacity Assurance and Capital Improvements
	Monitoring, Measurement, and Program Modifications
	Communication Program

ATTENDEE NAME	TITLE	SIGNATURE

ATTENDEE NAME	TITLE	SIGNATURE

# **Appendix C**

## **Sanitary Sewer Spill Water Quality Monitoring Program**

# City of Del Mar Sanitary Sewer Spill Water Quality Monitoring Program Key Elements

## Trigger for Water Quality Sampling

### State Water Resources Control Board (SWRCB)

Sampling must be performed for spills that are 50,000 gallons or greater and reach surface water.

### San Diego County Department of Environmental Health (DEH)

Sampling must be performed for spills that reach surface water if County DEH staff indicates that sampling is necessary.

### Safety and Access

- ▶ Water quality sampling should only be performed if it is safe to do so and access to the surface water is not restricted. Unsafe conditions include, but are not limited to, heavy rains, slippery and/or steep banks, and visibility issues.
- ▶ When sampling is not possible, details of the situation should be recorded in the certified Category 1 spill Report and the spill Technical Report submitted on the CIWQS Online Spill Database.

### When to Sample

- ▶ Sampling must be performed (when and if it is safe to do so) within 18 hours after initial spill notification.
- ▶ Water quality sampling should not interfere with stopping the spill.

### Where to Sample

- ▶ Sampling should account for spill travel time in surface water (see Sample Collection Procedure below). The County DEH may require sampling at additional sites.

### Optional Follow-Up Monitoring

- ▶ It may be appropriate to conduct additional monitoring by sampling and/or visual inspection, depending on the original monitoring results. For example, follow-up monitoring could be conducted until the water body has reverted to an estimated baseline condition if an impact from the spill is observed or if directed by the County DEH.

## Water Quality Sampling – Protocols

### Sampling Parameters required for Analyses

- ▶ Ammonia
- ▶ Bacterial indicators (i.e., total and fecal coliform, enterococcus, and E. coli)

### Spill Sample Collection Kit Inventory

- ▶ 3 sterile ammonia sample bottles labeled A
- ▶ 3 sterile bacteria sample bottles labeled B
- ▶ Cooler
- ▶ Ice pack or ice (store in freezer)
- ▶ Safety gloves
- ▶ Sampling pole
- ▶ Pen
- ▶ Velocity probe or floating device
- ▶ Laboratory chain of custody form

- ▶ Camera
- ▶ Safety glasses

#### Sampling Locations

- ▶ Upstream of spill
- ▶ Immediate vicinity where spill enters water body (“source”)
- ▶ Downstream of spill

#### Sample Collection Procedure

1. Retrieve Spill Sample Collection kit<sup>1</sup> from Public Works office.
2. Obtain ice from freezer and place in cooler.
3. Determine the point where spill entered waterway and, if possible, photograph this location. Try to include a reference point in the photo.
4. If sampling is performed after the spill has stopped, estimate spill travel time.
  - a. This may be done by observing or dropping floatable debris in the surface water and timing how long it takes to travel over a measured distance (e.g., 100 feet). Include sections in the surface water where there are bends, bottlenecks, or other characteristics that may slow down the flow. If the first measurement is uncertain, this time estimate may be performed three to five times, and the values averaged to determine the estimated travel time. The velocity in the upper portion of the water body can then be calculated by dividing the measured distance by the average time.
  - b. An alternative way to measure the spill travel time is to use a velocity probe to determine the rate of flow in the water body.
5. Determine the “source” location for water quality sampling by accounting for spill travel time.
  - a. If the spill is occurring, the “source” location is the point where the spill is entering the waterway.
  - b. If the spill has stopped, calculate the approximate downstream distance from the original spill location by dividing the time since the spill occurred by the estimated velocity. This is the approximate downstream distance from the spill discharge point to the “source” sampling location.
6. Put on safety gloves and safety glasses from the spill Sample Collection Kit.
7. For each parameter, label the sample bottles with the location names (e.g., “Upstream”, “Source” and “Downstream”).
8. Upstream Sample Collection: Collect the “upstream” samples first. Move approximately one hundred feet (100’) upstream of the Source location. Label each of the sample bottles marked “Upstream” with the date and time.
  - a. (If possible) Take a photo of the sample location, including a reference point in the photo.
  - b. Fill the labeled bottles in the direction of the water flow just below the surface in knee deep water, approximately 3 feet deep (full arm’s length), without rinsing. Fill bottle leaving about 1” of air to allow for mixing. If needed, extend the sampling pole to the fullest length to reach deeper water depth. Avoid sampling debris or surface scum and minimize contact with bank or beach bed as water fouling may occur.

---

<sup>1</sup> A Sanitary Sewer Sample Collection kit can be an ice chest with all equipment inside prepared for sampling.

- c. Immediately place cap securely on bottle to avoid leaks and contamination. Dry bottle.
  - d. Place each sample bottle in the cooler after collection.
9. Source Sample Collection: Collect the “source” samples next. Move approximately ten feet (10’) downstream of the Source location. Label each of the sample bottles marked “Source” with the date and time.
  - a. (If possible) take a photo of the sample location, including a reference point in the photo.
  - b. Fill the labeled bottles in the direction of the water flow just below the surface in knee deep water, approximately 3 feet deep (full arm’s length), without rinsing. Fill the bottle, leaving about 1” of air to allow for mixing. If needed, extend the sampling pole to the fullest length to reach deeper water depth. Avoid sampling debris or surface scum and minimize contact with bank or beach bed as water fouling may occur.
  - c. Immediately place cap securely on bottle to avoid leaks and contamination. Dry bottle.
  - d. Place each sample bottle in the cooler after collection.
10. Downstream Sample Collection: Lastly, collect the “downstream” samples. Move one hundred feet (100’) downstream of the Source location. Label each of the sample bottles marked “Downstream” with the date and time.
  - a. (If possible) take a photo of the sample location, including a reference point in the photo.
  - b. Fill the labeled bottles in the direction of the water flow just below the surface in knee deep water, approximately 3 feet deep (full arm’s length), without rinsing. Fill bottle leaving about 1” of air to allow for mixing. If needed, extend the sampling pole to the fullest length to reach deeper water depth. Avoid sampling debris or surface scum and minimize contact with bank or beach bed as water fouling may occur.
  - c. Immediately place cap securely on bottle to avoid leaks and contamination. Dry bottle.
  - d. Place each sample bottle in the cooler after collection.
11. If additional sites are required and specified by County DEH, continue to perform sampling at these additional sites according to sampling procedures in the previous step.
12. Complete the laboratory chain of custody form with requested information: site, bottle number, collector, date and time of collection, type of sample, analyses requested, name and phone number of responsible person(s), and courier name.
13. As soon as possible after sample collection, transport the cooler containing the samples and the completed laboratory chain of custody form to the laboratory. The parameter with the shortest holding time is 6 hours (from sample collection to beginning of analysis). Sample analyses should begin as soon as possible after sample collection to achieve the most accurate result.
14. Restock the Spill Sample Collection Kit with the items listed above (*Spill Sample Collection Kit*).
15. After the analyses have been performed (see “Water Quality Analyses Protocols” below) and the results have been reviewed and finalized, report them to the County DEH and check if any of the following conditions are satisfied:
  - ▶ Both the ammonia and bacteria levels downstream are approximately equal to or less than the upstream levels;
  - ▶ The concentration of ammonia is below 2.139 mg/L as N; or
  - ▶ The fecal coliform bacteria levels are below 400 MPN/100mL.

As soon as one of the above conditions is satisfied and (if applicable) the County DEH indicates that additional monitoring is not needed, monitoring for this spill may stop. If none are satisfied, repeat the Sample Collection Procedure steps until either or all of the conditions are satisfied, or other information is available to suggest the spill is no longer causing a potentially adverse effect on the waterbody.

#### Warnings for Sample Collection

- ▶ **Avoid Contamination.** Be careful. Make every effort not to touch the inside of the collection bottle and the inner surface of the lid or bottle rim. Sample containers may also contain chemicals and/or preservatives.
- ▶ **Deliver Sample(s) to Lab(s) Immediately.** All samples need to be delivered to the laboratory expeditiously due to the limited hold time required for maintaining sample integrity.

### Water Quality Analyses – Protocols

Laboratory samples will be sent to an accredited or certified laboratory. The laboratory methods will be performed according to the laboratory's Standard Operating Procedures (SOPs).

### Maintenance and Calibration of Monitoring Instruments and Devices

All laboratory monitoring instruments and devices used for water quality analyses are maintained and calibrated according to the SOPs to ensure their continued accuracy. The Spill Sample Collection Kit is checked by the City staff annually to verify its contents, and City staff are to replace chemical preservatives in the sample bottles at that time.

# Attachment 1

## Spill Emergency Response Plan (SERP)



## **Spill Emergency Response Plan (SERP)**

**March 2026**

**CITY OF DEL MAR**

**CALIFORNIA**

**Table of Contents**

Definitions ..... ii

1 Introduction ..... 1

2 Spill Response Procedures ..... 1

3 Spill Response Monitoring ..... 7

4 Post Spill Notifications ..... 9

5 First Responders Debrief ..... 10

6 Reporting Preparation and Submittal ..... 11

    6.1 Report Submittal Timing ..... 11

    6.2 Gathering Report Information ..... 12

    6.3 Required Report Information ..... 13

7 Private-Lateral Sewer Discharge ..... 21

8 Other Agency Sewer Discharge ..... 23

9 Plan Review, Updates, and Training ..... 23

**Appendices**

- Appendix A: Spill Response Tactical Form
- Appendix B: Sewer Stoppage Report Form
- Appendix C: Spill Volume Estimation
- Appendix D: Damage Report for Private Property

## Definitions

### Category 1 Spill

Sewage discharges, of any volume, resulting from a failure in the City's collection system that:

- ▶ Results in a discharge to a drainage conveyance system and/or surface water; or
- ▶ Discharges to a drainage conveyance system and were not fully captured and returned to the sanitary sewer collection system.

### Category 2 Spill

Sewage discharges, 1,000 gallons or greater, resulting from a failure in the City's collection system that do not reach surface waters or a drainage conveyance system, including instances where the discharge was fully recovered from the City's storm drain system.

### Category 3 Spill

Sewage discharges equal to or greater than 50 gallons and less than 1,000 gallons, resulting from a failure in the City's collection system that do not reach surface waters or a drainage conveyance system.

### Category 4 Spill

Discharges less than 50 gallons resulting from a failure in the City's collection system that do not reach surface waters or a drainage conveyance system.

### Drainage Conveyance System

A drainage conveyance system is the City of Del Mar's or privately-owned storm drain system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

### Potential to Discharge/ Potential Discharge

Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

### Spill

A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

### Surface Water/Receiving Water

A waterbody into which treated or untreated water/wastewater is discharged. In Del Mar, this includes the Pacific Ocean, San Dieguito Lagoon, River or River Mouth, Los Peñasquitos Lagoon, or the NCTD channel between Court Street and the San Dieguito River.

## 1 Introduction

The City of Del Mar (City) recognizes the importance of protecting the health and safety of the public as well as the environment by preventing sewer flows from reaching surface waters and waters of the United States. The City understands the need to implement procedures to minimize the impact of sanitary sewer spills and comply with state regulations' requirements.

This document, the City’s Spill Emergency Response Plan (SERP), serves to ensure City staff:

- ▶ Or contractor personnel respond to identified spills appropriately and efficiently,
- ▶ Appropriately provide regulatory agencies, and other potentially affected entities notifications of all spills in a timely manner and in accordance with the State General Order for Sanitary Sewer Systems (Order),
- ▶ Conduct appropriate monitoring, notifications and reporting,
- ▶ Conduct appropriate training of staff and contractors, as applicable, on t
- ▶ Conducts post-spill assessments to review effectiveness of the procedures described in this SERP, and make appropriate updates if necessary, and
- ▶ Conduct periodic reviews and updates of this SERP.

## 2 Spill Response Procedures

Department of Public Works (PW) staff are responsible for first responding to and containing active or potential spills. A Spill Response Tactical Form (Appendix A) guides First Responders spill response procedures and immediate notifications, i.e., within two hours of knowledge of spills.

The Spill Response Tactical Form:

- ▶ Guides first responders from the first awareness or notification of a sewage spill through final cleanup
- ▶ Includes procedures for each of the steps outlined in Figure 1.
- ▶ Is placed in all City PW vehicles for staff reference and use.

In the event of a spill, the first responding Public Works staff (First Responders) are responsible

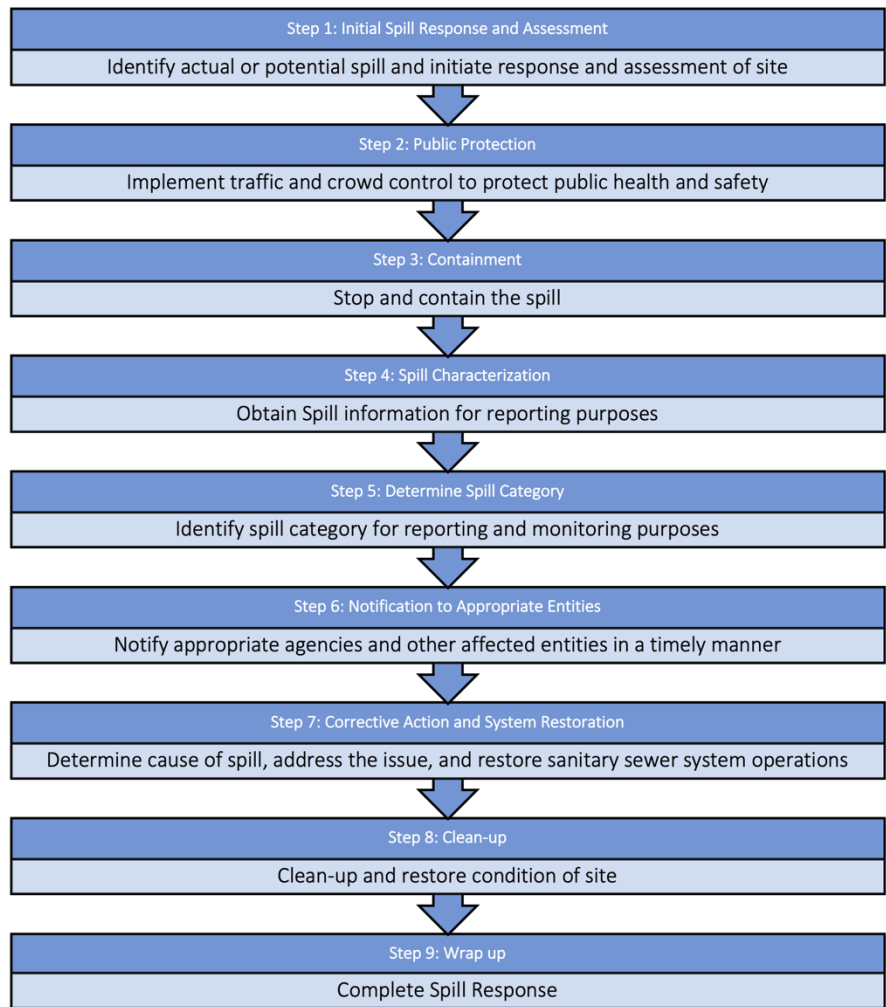


Figure 1: Spill Response Steps

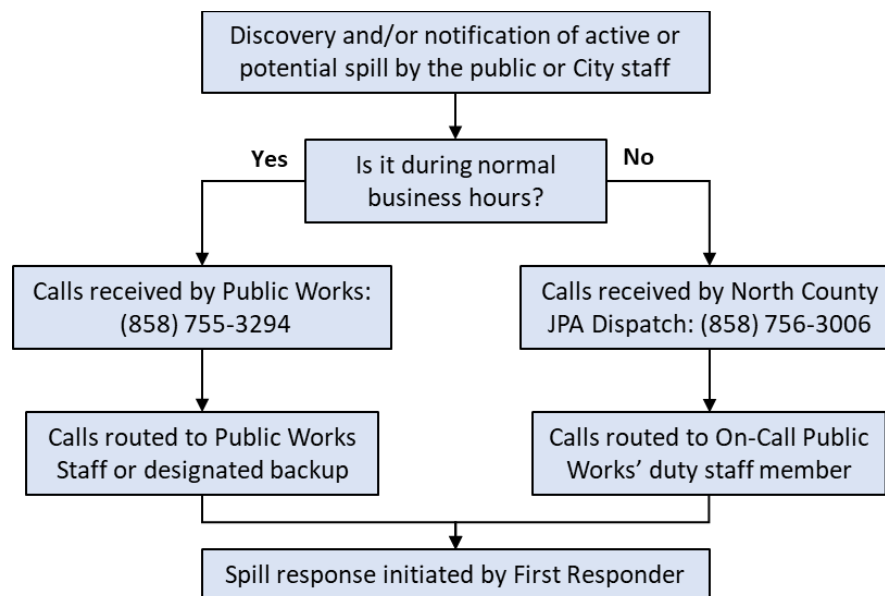
for protecting the public's health and safety by mitigating the spill's impacts to the maximum extent possible.

### Step 1: Initial Spill Response and Assessment

Suspicious circumstances, such as sewage flowing from a manhole, foul odors, backed-up plumbing, unusual flooding, and unusually low flows entering a pump station or treatment plant, may indicate a spill. A spill may be detected by City employees, the public, or via the City's pump station and lift station alarm systems.

Public detections of active or potential spills are received at the Public Work's front desk and routed to the PW Operations and Maintenance Staff. If a PW Operations and Maintenance staff member is not available or non-responsive, then a designated backup PW staff member is notified. The PW staff member that first responds to a spill is referred to as the First Responder.

After-hours calls are routed to North County Dispatch JPA and then to the designated 24-hour contact point for the Public Works Department. Figure 2 provides a typical procedure for spill detection.



**Figure 2: Procedure for Spill Detections**

Alarm systems in the City's sewer system pump station and lift station (i.e., 21st Street pump station, San Dieguito lift station) are triggered when there is a power failure, or high/low water level is detected in the wet well(s). When triggered, an alarm signal is transmitted via the City's SCADA system to PW staff (i.e., duty personnel) or North County Dispatch JPA if triggered outside business hours.

Upon receipt of a detected spill via a member of the public, City-employee, or automated alarm system, the First Responder shall perform the following:

- Step 1-1** If spill is flowing to surface water or City's drainage system (inlet, pipe, channel, etc.) IMMEDIATELY implement BMPs to block the spill from entering the drainage system
- Step 1-2** Record spill detection information, such as caller's information, estimated start time of the spill, and relevant information that will enable staff to quickly locate, assess, and contain the spill.

- Step 1-3** Call Maintenance Superintendent (Direct: 858-704-3676, Main: 858-755-3294) or Public Works Director (Direct: 858-704-3681, Main: 858-755-3294)
- Step 1-4** If applicable, call North Com Dispatch to confirm the response has been initiated.
- Step 1-5** Make an initial site assessment (via desktop analysis or, if needed, in-field investigation) to determine if the spill originated in the City's jurisdiction and whether a publicly- or privately-owned sewer line was the cause of the spill.
- If the spill originated in the City's jurisdiction and the cause is on a publicly owned sewer line, proceed with Step 2.
  - If the spill originated in the City's jurisdiction and is on a sewer line owned by either the City of Solana Beach or City of San Diego, see Section 5 below.
  - If the spill is not within the City's jurisdiction or resulted from blockages or other problems within a privately-owned sewer lateral, see Section 4 or 5 below.
  - If the spill or reported problem cannot be located, obtain additional information from the incident reporter or North County Dispatch JPA Operator to clarify the spill location and issue details. If the spill still cannot be located, the First Responder shall check the system for normal flows, advise the Emergency Dispatch Operator of the non-condition, and obtain approval from the Public Works Director or other designee before leaving the site.

## Step 2: Public Protection

To protect public health and safety, City staff must control public access to all areas where contact with sewage is possible. All traffic control setups shall conform to the appropriate standards to ensure the safety of the crews. Depending on the location of the spill and the applicability, the traffic and crowd controls may be implemented as follows:

- Step 2-1** Initiate protective measures:
- ▶ Place cones to direct traffic away from the spill area.
  - ▶ Place caution tape and barricades to protect pedestrians from contaminated area.
  - ▶ Use City personnel to control traffic and pedestrians.
  - ▶ Close affected entrances or exits from public and/or private facilities.
  - ▶ Perform lane closures as necessary.
  - ▶ If necessary, place signage to inform the public of potential hazards to public health and safety.
- Step 2-2** Inform the City Sheriff's Department of any law enforcement assistance necessary for roadway closures and traffic control.
- Step 2-3** To prevent public health impacts:
- By radio, notify the Del Mar Community Services Department (Lifeguards) and provide the location of the beach outfall that would be impacted if the sewer spill reached the outfall. Community Services will implement appropriate beach closure procedures.
  - Notify the County of San Diego Department of Environmental Health Quality (DEHQ). DEHQ will implement appropriate beach advisories/warnings/ closures.
- Step 2-4.** If after PW working hours and Lifeguards are NOT on duty and spill has reached waters of the State (lagoon or beach), report spill to San Diego Department of Environmental Health

and Quality (DEHQ), and/or Cal OES. Call County Communications at: (858) 505-6657 and request Environmental Health Specialist

*Note: The County of San Diego Department of Environmental Health and Quality (DEHQ) determines when to post notices of polluted surface waters or ground surfaces resulting from uncontrolled wastewater discharges from City facilities. Depending on the circumstances of the spill, the DEHQ may post notices or direct the City to do so. The postings warn of potential public health risks due to sewage contamination and do not necessarily prohibit the use of recreational areas, unless posted otherwise. Should additional notification of sewage contamination be deemed necessary, DEHQ will distribute news releases and advise the public of the affected areas.*

### **Step 3: Containment**

If the spill was caused by a blockage or other problem in a City-owned sewer line, the First Responder should begin efforts to stop and/or contain the overflow immediately. Steps to stop and contain the spill are as follows:

- Step 3-1** Take photos and/or video footage to document site and spill spread before beginning containment.
- Step 3-2** Identify and, if necessary, request additional personnel, materials, and equipment to minimize, contain, or isolate the spill's impact. Refer to Step 6-1 for a list of contacts.
- Step 3-3** Stop and/or contain overflow by blocking the storm drain, recovering sewage with a vacuum truck, by digging or constructing a containment pond, diverting flow into a downstream manhole, etc.
- Step 3-4** Recover as much spilled sewage as possible.
- Step 3-5** Obtain spill Information Determine the cause of the spill.
  - c. Determine the destination of the overflow (e.g., street, curb, gutter, storm drain, drainage channel, estuary, or Pacific Ocean).
  - d. Obtain photographic documentation before and after overflow containment to document the conditions of the area and the extent of the spill's impact. Photographs and/or video footage shall be filed with the Sewer Overflow Report.
- Step 3-6** Take photos and video:
  - a. To capture the extent of the spill spread.
  - b. Once overflow has been stopped/ contained.
  - c. Of any damaged property.

### **Step 4: Spill Characterization**

Information necessary for appropriate reporting shall be collected.

- Step 4-1** Using best estimation technique for the spill situation, estimate spill rate
- Step 4-2** Did the spill reach a drainage conveyance system? If yes, provide the information for the next five items:
  - a. Description of the drainage conveyance system transporting the spill, i.e., inlet, pipe, cobble gutter, etc
  - b. Take photos of the drainage conveyance system entry location(s)

City of Del Mar Spill Emergency Response Plan

- c. Estimated spill volume fully recovered from the drainage conveyance system
- d. Estimated spill volume remaining within the drainage conveyance system
- e. Estimated spill volume discharged to a groundwater infiltration basin, if applicable

**Step 4-3** If spill is in the conveyance system or surface flowing towards surface water, estimate spill travel time to the receiving water.

**Step 4-4** Did the spill reach surface water? If yes, provide the information for the next three items:

- a. Description and photographs of all discharge point(s) into the surface water
- b. Estimated spill volume that discharged to surface waters
- c. Estimated total spill volume recovered

**Step 4-5** Collect spill end date and time

**Step 4-6** Identify the cause of the spill (root intrusion, grease deposition, etc.)

**Step 4-7** Identify system failure location (main, lateral, pump station, etc.)

**Step 4-8** Determine and describe pipe/infrastructure material

**Step 4-9** Take photos and/or video of the following in receiving water if present:

- ▶ Waterbody bank erosion,
- ▶ Floating matter,
- ▶ Water surface sheen (potentially from oil and grease),
- ▶ Discoloration of receiving water, and
- ▶ Impact to the receiving water.

**Step 5: Determine Spill Category**

It is critical to appropriately determine the category of the spill for the purposes of appropriate notifications, monitoring, and reporting.

**Step 5-1** Determine the gallon size of the spill. See Appendix C.

**Step 5-2** Use the flow diagram below to determine the Primary Spill Category.

<p><b>DISCHARGE TO DRAINAGE CONVEYANCE SYSTEM, OR SURFACE WATER</b></p> <p>A discharge to a drainage conveyance system and/or surface water, that was <b>not</b> fully captured and returned to the sanitary sewer system.</p>	<p><b>SPILL TO PUBLIC LAND</b></p> <p>A discharge that does not reach a drainage conveyance system or surface waters.</p>			<p><b>PRIVATE LATERAL SPILL</b></p> <p>Caused by blockage or other problem in a privately owned sewer lateral, and spill remains on Private Property.</p> <p><b>If spill enters Public ROW,</b> it is no longer a Private Lateral Spill Determine Spill Category 1, 2, 3, or 4.</p>
	<p>Was the spill over 1,000 gallons?</p>	<p>Was the spill under 1,000 gallons but greater than 50 gallons?</p>	<p>Was the spill under 50 gallons?</p>	
<p><b>CATEGORY 1</b></p>	<p><b>CATEGORY 2</b></p>	<p><b>CATEGORY 3</b></p>	<p><b>CATEGORY 4</b></p>	<p><b>PRIVATE LATERAL SPILL</b></p>

**Step 6: Notification to Appropriate Entities**

Timely notification to all appropriate parties allows the City to respond to the spill efficiently, ensure the health and safety of the public and responding crew, and minimize the potential impacts of the spill. Steps to notify appropriate staff, agencies, and other entities are as follows:

**Step 6-1** If:

- ▶ Media is covering the spill
- ▶ There is damage to private property, OR
- ▶ The spill reaches beach/ocean/lagoon

**IMMEDIATELY** Contact PW Director/Superintendent and City Manager/Assistant City Manager.

To secure additional resources to fully contain and recover the spill, request support from additional City staff and/or request support from City’s approved on-call contractor.

**Table 1:City Staff Contact List**

Role	Main	Direct Line
Public Works Director, LRO	(858) 755-3294	(858) 704-3681
Wastewater Utility Specialist	(858) 755-3294	Andre
Utility Specialist II	(858) 755-3294	(760) 375-9535
Utility Specialist	(858) 755-3294	(760) 704-3687
Operations Manager	(858) 755-3294	(858)704-3684
Principal Engineer	(858) 755-3294	(858) 375-9533
Management Analyst	(858) 755-3294	(858) 704-3677
Admin Assistant (for resident/business contact info)	(858) 755-3294	(858) 704-3678
Engineering Manager (Michael Baker International)	(760) 476-9193	(760) 603-6243
City Manager	(858) 755-9313	(858) 704-3630
City Attorney (Devaney Pate Morris & Cameron)	(619) 354-5030	N/A

**Step 6-2** If Category 1 or 2 Spill is greater than or equal to 1,000 gallons, contact County DEHQ **IMMEDIATELY** and Cal OES within 2 hours of awareness of spill.

- ▶ See back of Spill Response Tactical Form for information requested by CAL-OES to obtain CAL-OES Control Number.

**Step 6-3** If the spill enters areas outside the City’s jurisdiction, notify the affected agency immediately. Refer to Section 8: Other Sewer Agency Discharge for contact info.

**Step 7: Corrective Actions and System Restoration**

First Responders should perform corrective actions to restore sanitary sewer system operations with care to prevent additional spills from occurring due to the corrective actions. Steps include:

**Step 7-1** Perform CCTV inspection, if needed, to determine the cause of the spill, assess the condition of the pipe or manhole, and identify the actions needed to restore operations.

**Step 7-2** Remove the pipe blockage by flushing or rodding.

**Step 7-3** Repair the damaged pipeline or manhole.

**Step 7-4** If applicable, manually operate pump/lift station controls.

**Step 7-5** In the event of a prolonged sewer line blockage or sewer line collapse, the responding City crew shall perform the following:

- a. Establish a portable bypass pumping operation around the obstruction,

- b. Continuously or periodically monitor the bypass pumping operation, and
- c. Perform emergency repairs to stop the overflow.

### Step 8: Clean up

Clean up procedures are executed as soon as possible to protect public health and safety and the environment. First Responders should be thorough and careful as clean up procedure is performed.

Steps to clean up and restore the condition of the site are as follows:

- Step 8-1** Take photographs and, if possible, video footage of the surrounding and impacted area to thoroughly document the nature and extent of the spill spread and impact.
- Step 8-2** If necessary, to access private property during clean up, obtain expressed permission from private property owner/occupant.
- Step 8-3** Sweep, rake, or pick-up by hand, and properly dispose of any solids and debris.
- Step 8-4** Thoroughly flush and clean the area of any sewage using a high-pressure water hose or vactor truck.
- Step 8-5** Contain and recover all wash-down water.
- Step 8-6** Disinfect and deodorize hard surface areas that came in contact with sewage and ensure proper contact time for proper disinfection.
- Step 8-7** Where sewage ponding formed, pump dry the pond, and remove and properly disposed of any residue.
- Step 8-8** Once cleaned, take photos and video of the site and any affected manholes, storm drain inlets, etc.
- Step 8-9** If applicable complete:
  - a. Sewer Stoppage Report Form, See SERP Appendix B
  - b. Damage Report for Private Property Form, See SERP Appendix D, take photos and video of the site and any affected manholes, storm drain inlets, etc.

### Step 9: Wrap up

- Step 9-1** Review Spill Response Tactical Form for completeness and note the time and date of spill response completion.
- Step 9-2** Review estimate spill volume, volume discharged into surface waters or into a drainage system and impacts to receiving waters and beneficial uses. If there are substantial changes from the previously submitted information, provide updates to CAL-OES.
- Step 9-3** Provide additional information pertinent to the spill response.

## 3 Spill Response Monitoring

### Receiving Water – Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the City will conduct the following water quality sampling *no later than 18 hours* after knowledge of a potential discharge to a surface water:

- ▶ Collect one water sample, each day of the duration of the spill, at:

**Table 2: Required Water Quality Sampling Locations**

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.
RSW-001: Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

Sampling locations codes (e.g., RSW-001D) should be used on sample bottle labels and chain of custody documents along with City of Del Mar name.

City staff will use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

City staff will sample for the following constituents:

- ▶ Ammonia
- ▶ Appropriate bacterial indicator(s) per the San Diego Basin Plan water quality objectives, including the following, unless directed otherwise by the Regional Water Board:
  - Total Coliform Bacteria
  - Fecal Coliform Bacteria
  - Enterococcus
  - E-coli

**Water Quality Analysis Specifications**

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. Per the General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per the General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

**Safety and Access Exceptions**

Should City staff encounter access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements as outlined in the General Order, responsible staff must provide documentation of access restrictions and/or safety hazards in the corresponding required reporting.

## 4 Post Spill Notifications

### Notification of Spills to Regional Board

The City shall notify the State Water Board of Category 1 spills, Category 2 spills, or City-owned and/or operated lateral spills discharging or threatening to discharge to waters of the State. The City shall notify the Regional Water Board of Category 1 spills and all private lateral sewage discharges as described in Order No. R9-2007-001. Notifications shall be by phone (619.516.1990) or fax (619.516.1994) and include:

- ▶ the name and phone number of the person reporting the sewage spill,
- ▶ the responsible sewage collection agency (City of Del Mar),
- ▶ the estimated total sewer overflow volume,
- ▶ the location of the sewage spill,
- ▶ the receiving water (if any),
- ▶ the start date/time of the sewage spill (if known),
- ▶ the end date/time of the sewage spill (or whether or not the sewage spill is still occurring at the time of the report),
- ▶ and confirmation that the local health services agency (DEHQ) was or will be notified as required under the reporting requirements of the local health services agency.

### Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

*This notification is part of the Spill Response Tactical Form and spill response procedures. The First Responders are responsible for completing this notification, if applicable. The First Responders may enlist assistance to provide the notification. Still, ultimately it is the First Responders' responsibility to ensure the notification is completed and a CAL-OES Control Number is received.*

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the City shall notify the CAL-OES and obtain a CAL-OES Control Number as soon as possible **but no later than two (2) hours after:**

- ▶ The City has knowledge of the spill; and
- ▶ Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater, from an City-owned and/or operated laterals, to a surface water.

The City shall provide the following spill information to the CAL-OES before receiving a Control Number, as applicable:

- ▶ Name and phone number of the person notifying the CAL-OES;
- ▶ Estimated spill volume (gallons);
- ▶ Estimated spill rate from the system (gallons per minute);
- ▶ Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- ▶ Spill incident description:
  - Brief narrative of the spill event, and
  - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- ▶ Name and phone number of contact person on scene;

## City of Del Mar Spill Emergency Response Plan

- ▶ Date and time the City was informed of the spill event;
- ▶ Name of sanitary sewer system causing the spill;
- ▶ Spill cause or suspected cause (if known);
- ▶ Amount of spill contained;
- ▶ Name of receiving water body receiving or potentially receiving discharge; and
- ▶ Description of water body impact and/ or potential impact to beneficial uses.

**Notification of Spill Report Updates**

Following the initial notification to the CAL-OES and until such time that the City certifies the spill report in the online CIWQS Sanitary Sewer System Database, the City shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- ▶ Estimated spill volume (increase or decrease in gallons initially estimated);
- ▶ Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- ▶ Additional impact(s) to the receiving water(s) and beneficial uses

**Notification of Spills County DEHQ**

- ▶ Confirm that appropriate notification and coordination with County DEHQ has occurred, or is occurring, for all applicable spills. Coordination shall include beach signage, water quality monitoring, and follow-up.

## 5 First Responders Debrief

It is important to gather accurate information and documentation for reporting to appropriate agencies.

City PW staff will conduct a debrief of the First Responders involved in implementing the Spill Response. The purpose of the debrief is to:

- ▶ Collect and document the data and information necessary for appropriate reporting, and
- ▶ Identify challenges in executing the procedures as written and opportunities for enhancements to improve the efficiency and effectiveness of the Spill Response Tactical Form and procedures.

The debrief shall include an assessment of the Spill Response Tactical Form and procedures described in Section 2 above. Management questions that should be used as part of the debrief include, but are not limited to:

- ▶ Did the Spill Response Tactical Form and procedures prevent harm to human health or the environment from sewage spills to the maximum extent practicable?
- ▶ Was there any confusion or challenges in implementing the Spill Response Tactical Form and procedures?
- ▶ Were appropriate immediate notifications made in a timely manner?
- ▶ If there was confusion or challenges, what were they, and how can the SERP or Spill Response Tactical Form and procedures be modified to eliminate or reduce the confusion?
- ▶ Was a complete report submitted within the required timelines?
- ▶ Were corrective actions required from the State Board after submitting the report?
- ▶ Does the current SERP need to be immediately updated to prevent harm to human health or the environment from sewage spills to the maximum extent practicable?

This post spill assessment process should be documented, and include:

- ▶ The date of the debrief

## City of Del Mar Spill Emergency Response Plan

- ▶ Participants
- ▶ Responses to the assessment questions above

The City will immediately update this SERP if it is determined that the current plan is not sufficient to prevent harm to human health or the environment from sewage spills to the maximum extent practicable.

Documenting spills and their causes provides information for various purposes, including but not limited to:

- ▶ Measuring performance and informing decision-making;
- ▶ Comply with reporting requirements;
- ▶ Planning future maintenance and repair activities;
- ▶ Engineering determinations regarding capacity, rehabilitation, or replacement; and
- ▶ Reference for historical performance or claims.

City staff implement this SERP to ensure the spill is properly responded to and documented. Information collected during the spill response, including photographs and/or video footage taken of the spill, shall be recorded in the Spill Response Tactical Form (Appendix A) and, applicable, the Sewer Stoppage Report (Appendix B). Copies of any supporting information or documentation shall also be compiled and saved with the spill event files. See Table 2 for mandatory reporting information required for spill events.

## 6 Reporting Preparation and Submittal

### 6.1 Report Submittal Timing

The following table identifies the submittal timing for draft, certified and technical reports for the various spill categories.

**Table 3: Required Report Submittal Timing by Spill Category**

<b>Spill Category</b>	<b>Report submittal Timelines</b>
<b>Category 1:</b> Spills to Surface Waters	<ul style="list-style-type: none"> <li>▶ Submit Draft Spill Report <b>within three (3) business days</b> of the City’s knowledge of the spill;</li> <li>▶ Submit Certified Spill Report <b>within 15 calendar days</b> of the spill end date;</li> <li>▶ Submit Technical Report <b>within 45 calendar days</b> after the spill end date for a Category 1 spill in which <b>50,000 gallons or greater</b> discharged to surface waters; and</li> <li>▶ Submit Amended Spill Report <b>within 90 calendar days</b> after the spill end date.</li> </ul>
<b>Category 2:</b> Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters	<ul style="list-style-type: none"> <li>▶ Submit Draft Spill Report <b>within three (3) business days</b> of the City’s knowledge of the spill;</li> <li>▶ Submit Certified Spill Report <b>within 15 calendar days</b> of the spill end date; and</li> <li>▶ Submit Amended Spill Report <b>within 90 calendar days</b> after the spill end date.</li> </ul>
<b>Category 3:</b> Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters	<ul style="list-style-type: none"> <li>▶ Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within <b>30 calendar days</b> after the end of the month in which the spills occur; and</li> <li>▶ Submit Amended Spill Reports <b>within 90 calendar days</b> after the Certified Spill Report due date.</li> </ul>
<b>Category 4:</b> Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters	<ul style="list-style-type: none"> <li>▶ If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred.</li> <li>▶ Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1<sup>st</sup> after the end of the calendar year in which the spills occur.</li> </ul>
City Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters	<ul style="list-style-type: none"> <li>▶ Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1<sup>st</sup> after the end of the calendar year in which the spills occur.</li> <li>▶ Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.</li> </ul>

## 6.2 Gathering Report Information

The following information is important to obtain from the Spill Response Tactical Form, City files, or from First Responders debrief if necessary for required report preparation:

- ▶ Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;

## City of Del Mar Spill Emergency Response Plan

- ▶ Spill end date and time;
- ▶ Description of how the spill volume estimations were calculated, including at a minimum:
  - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
  - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
- ▶ Spill cause(s) (for example, root intrusion, grease deposition, etc.);
- ▶ System failure location (for example, main, lateral, pump station, etc.);
- ▶ Description of the pipe material, and estimated age of the pipe material, at the failure location;
- ▶ Description of the impact of the spill;
- ▶ Whether or not the spill was associated with a storm event;
- ▶ Description of spill response activities including description of immediate spill containment and cleanup efforts;
- ▶ Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
- ▶ Spill response completion date;
- ▶ Detailed narrative of investigation and investigation findings of cause of spill;
- ▶ Reasons for an ongoing investigation (as applicable) and the expected date of completion;
- ▶ Name and type of receiving water body(s);
- ▶ Description of the water body(s), including but not limited to:
  - Observed impacts on aquatic life,
  - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
  - Responsible entity for closing/restricting use of water body, and
  - Number of days closed/restricted as a result of the spill.
- ▶ Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
- ▶ If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

A variety of approaches exist for estimating spill volumes. Appendix C provides guidance on estimating the volume of sewage that escaped from the wastewater collection system and the amount of sewage recovered.

If it is determined that a spill caused by the City's sanitary sewer collection system has reached a private residence or business, a Damage Report to Private Property (Appendix D) is completed and attached to the Sewer Overflow Report.

### 6.3 Required Report Information

The following table identifies the required information for each of the spill categories per the timing identified in Table 3 above.

**Table 4: Required Report Information by Spill Category**

Required Item	Category 1* Spill		Category 2 Spill		Category 3 Spill	Category 4 Spill
	Draft Spill Report	Certified Spill Report	Draft Spill Report	Certified Spill Report	Certified Spill Report	Certified Spill Report
Spill contact information (name and phone number of contact)	✓	✓	✓	✓	✓	
Spill location name	✓	✓	✓	✓	✓	
Date and time the City was notified, or self-discovered, the spill	✓	✓	✓	✓	✓	
Operator arrival time	✓	✓	✓	✓	✓	
Estimated spill start date and time	✓	✓	✓	✓	✓	
Date and time California Office of Emergency Services was notified, and the assigned control number	✓	✓	✓	✓		
Description, photographs, and GPS coordinates of where spill originated: if multiple points, describe each appearance point and provide GPS coordinates for the appearance point closest to failure point	✓	✓	✓	✓	✓	
Estimated total spill volume exiting system	✓	✓	✓	✓	✓	✓
Description and photographs of the extent of the spill and spill boundaries	✓	✓	✓	✓	✓	
Did the spill reach a drainage conveyance system? If yes, provide the information for the next five items:	✓	✓	✓	✓	✓	
1. Description of the drainage conveyance system transporting the spill;	✓	✓	✓	✓	✓	
2. Photographs of the drainage conveyance system entry location(s);	✓	✓	✓	✓	✓	
3. Estimated spill volume fully recovered from the drainage conveyance system;	✓	✓	✓	✓	✓	
4. Estimated spill volume remaining within the drainage conveyance system;	✓	✓	✓	✓		
5. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable			✓	✓	✓	
Description and photographs of all discharge point(s) into the surface water;	✓	✓				
Estimated spill volume that discharged to surface waters; and	✓	✓				
Estimated total spill volume recovered.	✓	✓		✓	✓	
Description and GPS coordinates of spill event destinations		✓		✓	✓	
Spill end date and time		✓		✓	✓	
Description of how spill volume was calculated; including methodology, assumptions, type of data relied on		✓		✓	✓	
Description of how spill start and end times were determined; including methodology, assumptions, type of data relied on		✓		✓	✓	
Cause of spill (root intrusion, grease deposition, etc.)		✓		✓	✓	
System failure location (main, lateral, pump station, etc.)		✓		✓	✓	

City of Del Mar Spill Emergency Response Plan

Required Item	Category 1* Spill		Category 2 Spill		Category 3 Spill	Category 4 Spill
	Draft Spill Report	Certified Spill Report	Draft Spill Report	Certified Spill Report	Certified Spill Report	Certified Spill Report
Description of pipe/infrastructure material, and estimated age of the pipe/infrastructure material at failure location		✓		✓	✓	
Description of the impact of the spill		✓		✓	✓	
Weather or not spill was associated with a storm event		✓		✓	✓	
Description of spill response activities including description of immediate spill containment and clean up efforts		✓		✓	✓	
Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence, and a schedule of major milestones for those steps		✓		✓	✓	
Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and					✓	
Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location (capital improvements, adjusted maintenance schedule/methods, inspected or repaired assets)					✓	
Spill response completion date		✓		✓		
Detailed narrative of investigation and findings of cause of spill		✓		✓		
Reason for ongoing investigation and expected completion date		✓		✓		
Name and type of receiving water body impacted		✓				
Observed impacts on aquatic life		✓				
Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill		✓				
Number of days closed/restricted due to spill		✓				
Whether or not spill was located within 1,000 feet of a municipal surface water intake		✓		✓		
If water quality samples were collected, identify sample locations and parameters the water quality samples were analyzed for (NA if no samples were taken)		✓				
Total number of all Category 4 spills						✓

\*Category 1 spills that have 50,000 gallons or greater discharged into a surface water also require a Spill Technical Report to be completed – see below in Section 6.3.3.

6.3.1 Draft Spill Report for Category 1 Spills

**Within three (3) business days** of the City’s knowledge of a Category 1 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;

## City of Del Mar Spill Emergency Response Plan

2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
  - ▶ If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
  - ▶ Description of the drainage conveyance system transporting the spill;
  - ▶ Photographs of the drainage conveyance system entry location(s);
  - ▶ Estimated spill volume fully recovered from the drainage conveyance system;
  - ▶ Estimated spill volume remaining within the drainage conveyance system;
11. Description and photographs of all discharge point(s) into the surface water;
12. Estimated spill volume that discharged to surface waters; and
13. Estimated total spill volume recovered.

### 6.3.2 Certified Spill Report for Category 1 Spills

**Within 15 calendar days** of the spill end date, the City shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database.

Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 6.3.1 (Draft Spill Report for Category 1 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
  - ▶ The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
  - ▶ The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and

cleanup efforts;

10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
  - ▶ Observed impacts on aquatic life,
  - ▶ Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
  - ▶ Responsible entity for closing/restricting use of water body, and
  - ▶ Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

#### 6.3.3 Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the City shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
  - ▶ Complete and detailed explanation of how and when the spill was discovered
  - ▶ Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
  - ▶ Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
  - ▶ Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
  - ▶ Detailed description of the spill cause(s);
  - ▶ Description of the pipe material, and estimated age of the pipe material, at the failure location;
  - ▶ Description of the impact of the spill;
  - ▶ Copy of original field crew records used to document the spill; and
  - ▶ Historical maintenance records for the failure location.
2. City's response to spill causes:
  - ▶ Chronological narrative description of all actions taken by the City to terminate the spill;
  - ▶ Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
  - ▶ Final corrective action(s) completed and a schedule for planned corrective actions, including:
    - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,

## City of Del Mar Spill Emergency Response Plan

- Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
  - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. City's response to spill causes:
    - ▶ Description of all water quality sampling activities conducted;
    - ▶ List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.3 (Receiving Water Monitoring) of this Attachment;
    - ▶ Laboratory results, including laboratory reports;
    - ▶ Detailed location map illustrating all water quality sampling points; and
    - ▶ Other regulatory agencies receiving sample results (if applicable).
  4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water

## 6.3.4 Amended Certified Spill Reports for Individual Category 1 Spills

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at [SanitarySewer@waterboards.ca.gov](mailto:SanitarySewer@waterboards.ca.gov) to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

## 6.3.5 Draft Spill Report for Category 2 Spills

**Within three (3) business days** of the City's knowledge of a Category 2 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
  - ▶ Description of the drainage conveyance system transporting the spill;
  - ▶ Photographs of the drainage conveyance system entry location(s);

## City of Del Mar Spill Emergency Response Plan

- ▶ Estimated spill volume fully recovered from the drainage conveyance system;
- ▶ Estimated spill volume remaining within the drainage conveyance system;
- ▶ Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable

11. Estimated total spill volume recovered.

#### 6.3.6 Certified Spill Report for Category 2 Spills

**Within 15 calendar days** of the spill end date, the City shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 6.3.5 (Draft Spill Report for Category 2 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
  - ▶ The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
  - ▶ The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and
14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

#### 6.3.7 Amended Certified Spill Reports for Individual Category 2 Spills

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at [SanitarySewer@waterboards.ca.gov](mailto:SanitarySewer@waterboards.ca.gov) to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

## City of Del Mar Spill Emergency Response Plan

## 6.3.8 Monthly Certified Spill Reporting for Category 3 Spills

The City shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the City was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:  
If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
  - ▶ Description of the drainage conveyance system transporting the spill;
  - ▶ Photographs of the drainage conveyance system entry location(s);
  - ▶ Estimated spill volume fully recovered from the drainage conveyance system; and
  - ▶ Estimated spill volume discharged to a groundwater infiltration basis or facility, if applicable.
10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
  - ▶ The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
  - ▶ The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;

20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:

- ▶ Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
- ▶ Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
  - Adjusted schedule/method of preventive maintenance,
  - Planned rehabilitation or replacement of sanitary sewer asset,
  - Inspected, repaired asset(s), or replaced defective asset(s),
  - Capital improvements,
  - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
  - Description of spill response activities,
  - Spill response completion date, and
  - Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;

21. Detailed narrative of investigation and investigation findings of cause of spill.

#### 6.3.9 Monthly Certified Spill Reporting for Category 4 Spills

The City shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within **30 calendar days after the end of the month in which the spills occurred.**

#### 6.3.10 Amended Certified Spill Reports for Category 3 Spills

**Within 90 calendar days of the certified Spill Report due date,** the City may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

**After 90 calendar days,** the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

## 7 Private-Lateral Sewer Discharge

Private property owners are responsible for the private lateral to and including the connection to the City sewer main per City ordinances. If a spill is determined to be a private-lateral sewer discharge (PLSD), PW staff must use discretion when responding, as the City or the responding staff may be held liable for any damages to private property.

If the PLSD poses an imminent danger to the public, public health, property, or to local waterways, then the First Responder shall perform the following steps.

- Step 1** Notify the responsible agency, homeowner, or business owner to respond to the overflow if not already present on site. Contact PW Admin Assistant to obtain resident or business contact info
- Step 2** Take emergency action to mitigate the spill until the responsible party arrives.

## City of Del Mar Spill Emergency Response Plan

- ▶ If the flow extends into the public right-of-way, execute spill response procedures in Section 2 and initiate completion of the Spill Response Tactical Form. Containment and cleanup procedures are at the property owner's expense to prevent the spill from reaching adjacent private properties, the storm drain system, and local water bodies.

**Step 3** In the event the property owner is not acting responsibly in response to the spill event, stop the delivery of water to the property by closing the water supply at the City meter.

**Step 4** If the Lateral Spill is equal to or exceeds 1,000 gallons, results in a discharge to a drainage conveyance system and/or surface water channel and/or surface water, and were not fully captured and returned to the sanitary sewer collection system notify CAL-OES within 2 hours of becoming aware of the spill and the San Diego Region Water Quality Control Board by phone or fax within 24 hours after becoming aware of the PLSD.

**Step 5** Complete Spill Response Tactical Form (Appendix A) and, if applicable, a Sewer Stoppage Report form (Appendix B)

### Private Lateral Sewer Discharge Reports

The City is encouraged to report all known PLSDs to the SWRCB via CIWQS Sanitary Sewer System Database within 24 hours of becoming aware of the spill (as described below):

- ▶ A spill equal or greater than 1,000 gallons that discharges (or has a potential to discharge) to a water of the State, or a drainage conveyance system that discharges to waters of the State; or
- ▶ Any volume of sewage that discharges (or has a potential to discharge) to surface waters.
- ▶ In the CIWQS module, City staff are encouraged to identify:
  - ▶ Time of observation;
  - ▶ Description of general spill location (for example, street name and cross street names);
  - ▶ Estimated volume of spill;
  - ▶ If known, general description of spill destination (for example, flowing into drainage channel, flowing directly into a creek, etc.); and
  - ▶ If known, name of private system owner/operator.

Upon observing or acquiring knowledge of any of the following from a private sewer lateral or private sanitary sewer system that is not owned/operated by the City, the City is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271), or inform the responsible party that State law requires such notification to the Office of Emergency Services by any person that causes or allows a sewage discharge to waters of the State:

- ▶ A spill equal to 1,000 gallons or more that discharges (or has a potential to discharge) to waters of the State, or a drainage conveyance system that discharges to waters of the State; or
- ▶ A spill of any volume to surface waters.

As required, 30 days after the end of the calendar month in which the PLSD occurs, the City shall complete a monthly certification. These reports identify the sewage discharge as occurring and caused by a private lateral. If known, a responsible party (other than the City) is identified. The City is not responsible for the cause, cleanup, or repair of PLSDs.

## 8 Other Agency Sewer Discharge

There are sewer lines within the City's limits that are owned by either the City of Solana Beach or City of San Diego. If a spill is determined to be at a sewer line owned by one of these agencies, the First Responder shall perform the following steps:

- Step 1** Take emergency action to mitigate the spill until the responsible party arrives. Deploy crew and vactor truck to prevent environmental exposure and protect public health. Carry out Public Protection measures and spill Containment measures (Section 2 Steps 2 and 3).
- Step 2** Notify the responsible agency:
  - ▶ If originating from the City of Solana Beach, call Solana Beach PW (858-720-2471), or Receptionist (858-720-2400). If outside business hours, call North Com Dispatch (858-756-3006).
  - ▶ If originating from the City of San Diego, call 619-515-3525, available 24/7.
- Step 3** Remain on site until the responsible party arrives.
- Step 4** Complete a Spill Response Tactical Form (Appendix A) and, if applicable, a Sewer Stoppage Report form (Appendix B)

## 9 Plan Review, Updates, and Training

At a minimum, once per year, the City will assess the entire SERP. Program and related elements to be assessed include:

- ▶ Spill Response Tactical Form
- ▶ Processes for:
  - Notifications
  - Spill response
  - Spill monitoring
  - Documentation, and
  - Reporting procedures
- ▶ Spill reporting documents submitted to the State Board
- ▶ Post-spill assessments conducted after each spill, see Step 8 in Section 2. Spill Response Procedures above
- ▶ New or emerging regulations related to the SERP
- ▶ New, proven technologies that may be incorporated into this SERP to support efficient and effective spill response efforts.

The City shall conduct annual SERP training for Public Works staff to include a review of response procedures, notifications, reporting, practice drills and spill volume estimation. In-house and external training (as-needed) will be provided on an annual basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- ▶ The requirements of General Order;
- ▶ The City's SERP procedures and practice drills;
- ▶ Skilled estimation of spill volume for field operators; and
- ▶ Electronic CIWQS reporting procedures for staff submitting data.

## City of Del Mar Spill Emergency Response Plan

Each element above shall be assessed to determine whether the current SERP is effective. Criteria and management questions for the assessment include, but are not limited to, can procedures be modified to:

- ▶ Reduce response times to get First Responders, proper equipment and necessary personnel to a spill site?;
- ▶ Reduce or eliminate sewage discharge human contact?;
- ▶ Reduce or eliminate sewage discharge from reaching surface waters, conveyance systems or the City's storm drain system?;
- ▶ Improve appropriate notifications to City or external entities?; and
- ▶ Improve reporting?

Based on a comprehensive review and outcome of the assessment above, the City may elect to update this SERP.

# **Appendix A**

## Spill Response Tactical Form

## Spill Response Tactical Form

Responder #1 Name: \_\_\_\_\_  
 Responder #2 Name (If Applicable): \_\_\_\_\_  
 Arrive onsite Time: \_\_\_\_\_ a.m. or p.m.

### Step 1: Initial Spill Response

1	If spill is flowing to surface water or City's drainage system (inlet, pipe, channel, etc.) <b>IMMEDIATELY</b> implement BMPs to block the spill from entering the drainage system.
2	<p>Record spill detection information, as applicable:            Source of initial notification (Circle one): City Employee    Public    Pump Station Alarm            Caller information, if applicable (name, phone number): _____            Date and time reported or identified: _____ a.m. or p.m.            Estimated start date and time of the spill: _____ a.m. or p.m.            Specific location (address, cross street, latitude, longitude, etc.): _____            _____            Description of problem: _____            _____            Observations of the caller (e.g., odor, duration, back or front of the property, etc.): _____            _____</p>
3	Call Operations Manager <b>Direct: (858) 704-3676</b> or <b>Main: (858) 755-3294</b> or Public Works Director <b>Direct: (858) 704-3681</b> or <b>Main: (858) 755-3294</b>
4	If applicable, call North Com Dispatch to confirm response has been initiated <b>(858-756-3006)</b>
5	Determine if the spill originated in the City's jurisdiction.
6	<p>If spill is originating from City of Solana Beach, call Solana Beach PW or Receptionist. If outside business hours, call North Com Dispatch. See <i>duty sheet</i> for contact information.            If Spill is originating from City of San Diego, call City of San Diego. See <i>duty sheet</i> for contact information.  <i>If applicable, enter city contacted and call time below, and continue to Step 2.</i>            City Contacted: _____ Time of call: _____ a.m. or p.m.</p>
7	<p>If spill is affecting private property, call the claims adjuster. See <i>duty sheet</i> for contact information.  <i>If applicable</i>, Time of call: _____ a.m. or p.m.</p>
8	<p>If spill is caused by an issue in a privately-owned sewer lateral, contact the responsible party.  <i>If applicable</i>: Time of call: _____ a.m. or p.m.            Contact made? (Circle one) Yes or No      Contact Name: _____</p>
10	<p>If spill cannot be located, contact incident reporter or North Com Dispatch to clarify info.            If spill still cannot be located 1) check system for normal flows, 2) advise Emergency Dispatch Operator of the non-condition, 3) obtain approval from PW Director before leaving site.</p>
11	<p>Description of where spill originated: if multiple points, describe each appearance point and provide appearance point closest to failure point:            Description: _____</p>
12	<p>Take photos and/or video footage of site before beginning containment for spill estimation.            Take photos of where spill originated: if multiple points, take photos of each appearance point.</p>

## Step 2: Public Protection

1	Set up traffic/crowd controls, such as cones or barricades to prevent public access to the spill site.
2	Call NorthCom/Fire Department to contact Sheriff if traffic control is needed.
3	<p>To prevent public health impacts: By radio, notify the Del Mar Community Services Department (Lifeguards) and provide the location of the beach outfall that would be impacted if the sewer spill reached the outfall. Community Services will implement appropriate beach closure procedures.</p> <p>If Lifeguards are <b>ON DUTY</b>: Ask lifeguards to check outlet pipes for evidence of spillage onto the beach, when appropriate. Lifeguards will assist with any labor or investigation issues that are needed. Lifeguards to post warning signs only after instructions are given to the City from County Department of Environmental Health Quality DEHQ.</p> <p>If sewage reaches the beach, notify DEHQ. DEHQ will implement appropriate beach advisories/warnings/ closures.</p>
4	If after PW working hours and Lifeguards are <b>NOT ON DUTY</b> and spill has reached waters of the State (lagoon or beach), report spill to San Diego Department of Environmental Health and Quality (DEHQ), and/or SDRWQCB, and/or Cal OES. <b>Call County Communications at: (858) 505-6657 and request Environmental Health Specialist</b>

## Step 3: Containment

1	Take photos and/or video footage to document site and spill spread before beginning containment.
2	Identify and request any additional personnel, materials, and equipment to minimize, contain, or isolate the spill's impact
3	Perform operations to contain and stop and/or contain the flow. i.e., blocking the storm drain, recovering sewage with a vacuum truck, by digging or constructing a containment pond, diverting flow into a downstream manhole, etc.
4	Recover as much spilled sewage as possible.
5	<p>Determine the cause of the spill.</p> <p>Determine the destination of the spill (e.g., street, curb, gutter, storm drain, drainage channel, estuary, or Pacific Ocean).</p>
6	<p>Take photos and/or video footage once the spill has been stopped/contained. Take photos and/or video footage of any damaged property.</p> <p>Photos to capture the extent of the spill spread.</p>

## Step 4: Spill Characterization

1	Using best estimation technique for the spill situation, estimate spill rate: _____ gallons/min
2	Did the spill reach a drainage conveyance system? If yes, provide the information for the next five items:
	1. Description of the drainage conveyance system transporting the spill, i.e., inlet, pipe, cobble gutter, etc:
	2. Take photos of the drainage conveyance system entry location(s)
	3. Estimated spill volume fully recovered from the drainage conveyance system: _____ gallons
	4. Estimated spill volume remaining within the drainage conveyance system: _____gallons
	5. Estimated spill volume discharged to a groundwater infiltration basin, if applicable:_____ gallons

3	If spill is in the conveyance system or surface flowing towards surface water, provide estimated spill travel time to the receiving water: _____ minutes
4	Did the spill reach surface water? If yes, provide the information for the next three items:
	1. Description and photos of all discharge point(s) into the surface water
	2. Estimated spill volume that discharged to surface waters: _____ gallons
	3. Estimated total spill volume recovered: _____ gallons
5	Spill end date and time: Date _____ Time: _____ a.m. or p.m.
6	Cause of spill (root intrusion, grease deposition, etc.):
7	System failure location (main, lateral, pump station, etc.):
8	Description of pipe/infrastructure material:
9	Take photos and/or video of the following in receiving waters if present: <ul style="list-style-type: none"> <li>▶ Waterbody bank erosion,</li> <li>▶ Floating matter,</li> <li>▶ Water surface sheen (potentially from oil and grease),</li> <li>▶ Discoloration of receiving water, and</li> <li>▶ Impact to the receiving water.</li> </ul>

**Step 5: Determine Spill Category**

1	Determine gallon size of the spill. See SERP Appendix C. Estimation of total spill volume exiting system: _____ gallons
2	Use the flow diagram below to determine the Primary Spill Category.
3	Did the spill originate from a private lateral or building structure? Circle one Y or N

<b>DISCHARGE TO DRAINAGE CONVEYANCE SYSTEM, OR SURFACE WATER</b> A discharge to a drainage conveyance system and/or surface water, that was <b>not</b> fully captured and returned to the sanitary sewer system.	<b>SPILL TO PUBLIC LAND</b> A discharge that does not reach a drainage conveyance system or surface waters.			<b>PRIVATE LATERAL SPILL</b> Caused by blockage or other problem in a privately owned sewer lateral, and spill remains on Private Property.  <b>If spill enters Public ROW,</b> it is no longer a Private Lateral Spill Determine Spill Category 1, 2, 3, or 4.
	Was the spill over 1,000 gallons?	Was the spill under 1,000 gallons but greater than 50 gallons?	Was the spill under 50 gallons?	
<b>CATEGORY 1</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>CATEGORY 4</b>	<b>PRIVATE LATERAL SPILL</b>

Spill Category: Circle one category below and PLS if private lateral spill.

Category 1    Category 2    Category 3    Category 4    PLS

## Step 6: Notify Necessary Entities

1	<p>If:</p> <ul style="list-style-type: none"> <li>• Media is covering the spill</li> <li>• There is damage to private property, OR</li> <li>• The spill reaches beach/ocean/lagoon</li> </ul> <p>Contact PW Director/Operations Manager and City Manager/Assistant City manager <b>IMMEDIATELY</b>. See duty sheet for contact information.</p> <p>Time of call to PW Director/Operations Manager: _____</p> <p>Time of call to City Manager/Assistant City Manager: _____</p> <p><b>Secure additional resources to fully contain and recover the spill</b></p>
2	<p>If <b>Category 1 or 2 Spill</b> is greater than or equal to 1,000 gallons: Contact County DEHQ <b>IMMEDIATELY</b> and CAL-OES within <b>2 hours of awareness of spill</b>. See <i>duty sheet</i> for contact information. See back of this tactical form for the info requested by CAL-OES.</p> <p>DEHQ Notification Date and Time: _____ a.m. or p.m.</p> <p>CAL-OES Notification Date and Time: _____ a.m. or p.m.</p> <p>CAL-OES Control Number: _____</p>
3	<p>If the spill enters areas outside the City's jurisdiction, notify the affected agency immediately See <i>duty sheet</i> for contact information.</p> <p>Agency Contacted: _____ Time of call: _____ a.m. or p.m.</p>

## Step 7: Corrective Actions and System Restoration

1	Perform CCTV inspection, if needed, to determine the cause of the spill, assess the condition of the pipe or manhole, and identify the actions needed to restore operations.
2	Remove the pipe blockage by flushing or rodding.
3	Repair the damaged pipeline or manhole.
4	If applicable, manually operate pump/lift station controls.
5	<p>In the event of a prolonged sewer line blockage or sewer line collapse, the responding City crew shall perform the following:</p> <ul style="list-style-type: none"> <li>• Establish a portable bypass pumping operation around the obstruction,</li> <li>• Continuously or periodically monitor the bypass pumping operation, and</li> <li>• Perform emergency repairs to stop the spill.</li> </ul>

## Step 8: Clean Up

1	Take photographs and, if possible, video footage of the surrounding and impacted area to thoroughly document the nature and extent of the spill spread and impacts.
2	If necessary, to access private property during clean up, obtain expressed permission from private property owner/occupant.
3	Sweep, rake, or pick-up by hand, and properly dispose of any solids and debris.
4	Thoroughly flush and clean the area of any sewage using a high-pressure water hose or vacuor truck.
5	Contain and recover all wash-down water.

6	Disinfect and deodorize hard surface areas that came in contact with sewage and ensure proper contact time for proper disinfection.
7	If sewage ponded, pump dry the pond and properly dispose of any residue.
8	Once cleaned, take photos and video of the site and any affected manholes, storm drain inlets, etc.
9	Complete the remaining information in this form and if applicable: Sewer Stoppage Report Form, See SERP Appendix B Damage Report for Private Property Form, See SERP Appendix D
<b>Step 9: Wrap Up</b>	
1	Date and Time of spill response completion: Date: _____ Time: _____ a.m. or p.m.
2	Review estimate spill volume, volume discharged into surface waters or into a drainage system and impacts to receiving waters and beneficial uses. If there are substantial changes from the previously submitted information, provide updates to CAL-OES.
3	Additional Information

The notification requirements below apply to individual spills of 1,000 gallons or greater, from a City-owned and/or operated laterals, to a surface water.

The City shall provide the following spill information to the CAL-OES before receiving a Control Number, as applicable:

- ▶ Name and phone number of the person notifying the CAL-OES;
- ▶ Estimated spill volume (gallons);
- ▶ Estimated spill rate from the system (gallons per minute);
- ▶ Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- ▶ Spill incident description:
  - Brief narrative of the spill event, and
  - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- ▶ Name and phone number of contact person on-scene;
- ▶ Date and time the Enrollee was informed of the spill event;
- ▶ Name of sanitary sewer system causing the spill;
- ▶ Spill cause or suspected cause (if known);
- ▶ Amount of spill contained;
- ▶ Name of receiving water body receiving or potentially receiving discharge; and
- ▶ Description of water body impact and/ or potential impact to beneficial uses.

# **Appendix B**

## Sewer Stoppage Report Form

# SEWER STOPPAGE REPORT

PRIVATE Spill:    
 Check appropriate box

PUBLIC Spill:

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

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

CALL BACK NUMBER: \_\_\_\_\_

NAME OF RESPONDING CREW: \_\_\_\_\_

ARRIVAL TIME: \_\_\_\_\_

TIME CREW CLEARED STOPPAGE: \_\_\_\_\_

LOCATION AND ACTUAL CAUSE OF STOPPAGE: \_\_\_\_\_  
\_\_\_\_\_

CITY \_\_\_\_\_ RESIDENT \_\_\_\_\_ RESPONSIBILITY

PROCEDURE TAKEN FOR CLEARING STOPPAGE AND CLEAN-UP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS: (DAMAGES, COMMUNICATIONS TO RESIDENT, ETC.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_

**PWD013**

# **Appendix C**

## Spill Volume Estimation

## Possible Methods for Estimating Spill Volume

A variety of approaches exist for the estimation of the volume of a sanitary sewer spill. This attachment documents three methods that are most often employed. Other methods are also possible. The person preparing the estimate shall use the method most appropriate to the spill in question using his/her judgment. Every effort shall be made to make the best possible estimate of the volume.

### **Method 1**      Eyeball Estimate

The volume of very small spills can be estimated using an “eyeball estimate.” To use this method, imagine the amount of water that would spill from a bucket or a barrel. A bucket contains 5 gallons and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and then multiply by 50 gallons. This method is useful for contained spills up to 100 gallons.

### **Method 2**      Measured Volume

The volume of some small spills can be estimated using this method if it is not raining. In addition, the shape, dimensions, and depth of the spilled sewage are needed. The shape and dimensions are used to calculate the area of the spill and the depth is used to calculate the volume.

Step 1 Sketch the shape of the contained sewage

Step 2 Measure or pace off the dimensions

Step 3 Measure the depth in several locations

Step 4 Convert the dimensions, including depth to feet.

Step 5 Calculate the area using the following formulas:

Rectangle    Area = length x width

Circle        Area = diameter x diameter x

0.785 Triangle Area = base x height x 0.5

Step 6 Multiply the area times the depth

Step 7 Multiply the volume by 7.5 to convert it to gallons

### **Method 3**    Duration and Flow Rate

Calculating the volume of spills where it is difficult or impossible to measure the area and depth requires a different approach. In this method, separate estimates are made of the duration

of the spill and the flow rate. The methods of estimating duration and flow rate are:

**Duration:** The duration is the elapsed time from the start time to the end time, when the spill stopped.

**Start time** is sometimes difficult to establish. Here are two approaches:

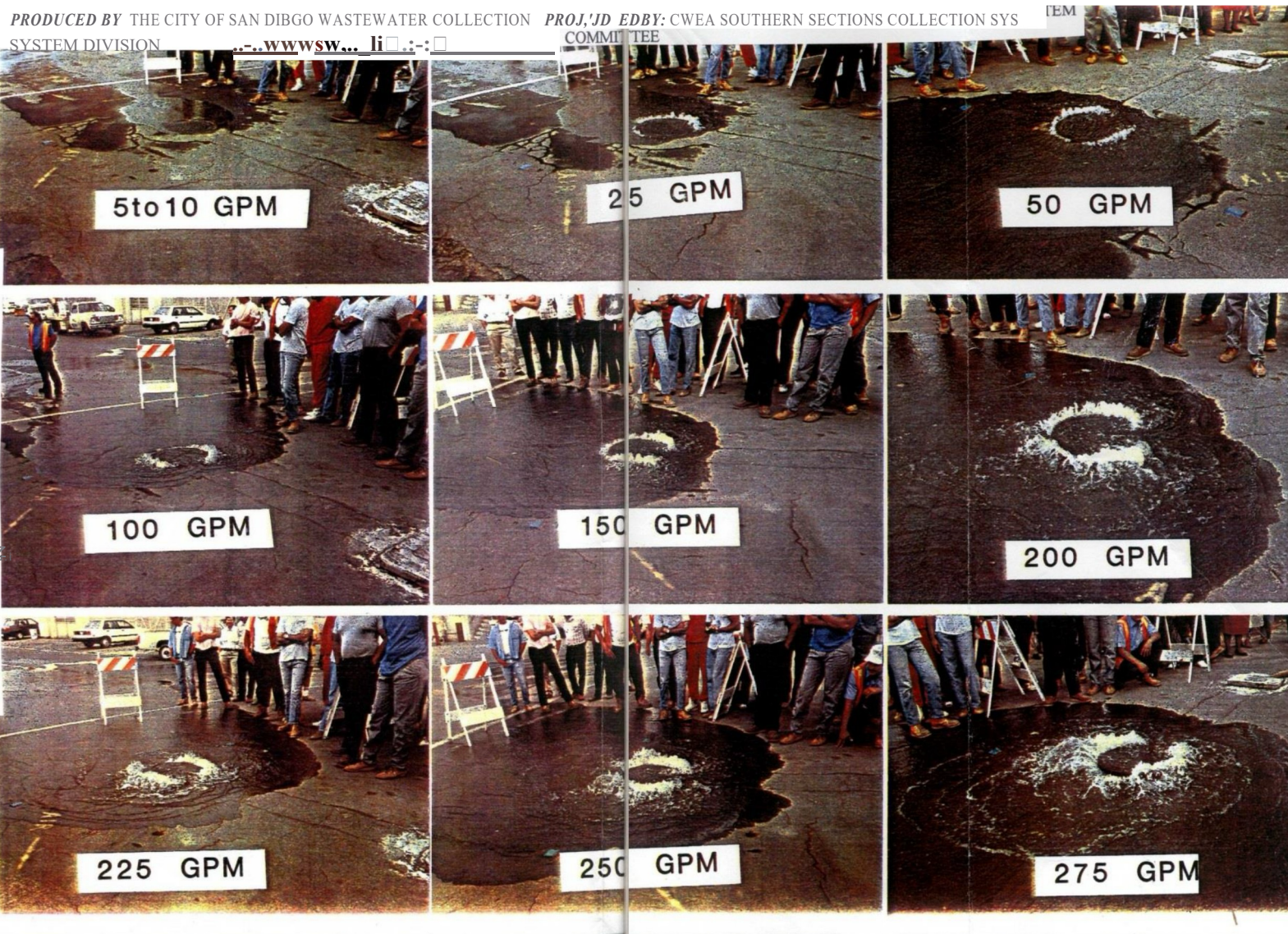
- For very large spills, changes in flow on a downstream flow meter can be used to establish the start time. Typically, the daily flow peaks are “cut off” or flattened by the loss of flow. This can be identified by comparing hourly flow data. Conditions at the spill site change with time. Initially, there will be limited deposits of grease and toilet paper. After a few days to a week, the grease forms a light-colored residue. After a few weeks to a month the grease turns dark. In both cases the quantity of toilet paper and other materials of sewage origin increase in amount. These changes with time can be used to estimate the start time in the absence of other information.
- Sometimes it is simply not possible to estimate the start time.

**End time** is usually much easier to establish. Field crews on-site observe the “blow down” that occurs when the blockage has been removed. The “blow down” can also be observed in downstream flow meters.

**Flow Rate:** The flow rate is the average flow left in the sewer system during the time the spill stopped. There are three ways to estimate the flow rate:

- San Diego Manhole Flow Rate Reference Sheet: This sheet, presented in Figure G-1, shows the sewage flowing from a manhole cover for a variety of flow rates. The observations of the field crew are used to select the approximate flow rate from the chart.
- Flow meter: Changes in flows in the downstream flow meters can be used to estimate the flow rate during the spill (better for large spills).
- Estimate based on up-stream connections: Once the location of the spill is known, the number of upstream connections can be determined from system maps. Multiply the number of connections by 200 to 250 gallons per day per connection, 8 to 10 gallons per hour per connection, or other flow rates that are consistent with the City’s data for its connections.

Once duration and flow rate have been estimated, the volume of the spill is the product of the duration in hours or days times the flow rate in gallons per hour or gallons per day.



# **Appendix D**

## Damage Report for Private Property

## Damage Report for Private Property

The information requested on this form is for the purpose of documenting the possible impacts and extent of damage caused by a sanitary sewer spill at, or as close to, the time of the event. By using this form, the City, its employees, elected officials, contract staff, and volunteers do not admit liability or culpability for the damage being documented.

**INSTRUCTIONS:** City staff at the spill location are instructed to write notes, take photographs, and, if possible, video record the visible area without entering the private property. Please complete as much of this form as possible. Keep a copy and submit this form to the Maintenance Superintendent.

<b>Spill INFORMATION</b>	
Date of Spill: _____	Time of Spill: _____ <u>AM /</u>
Location of Spill Event: _____ (ADDRESS)	
OR Cross Street: _____	
<b>AFFECTED PROPERTY</b>	
Address of Private Property: _____	_____ Zip _____
Owner/Occupant Name(s): _____	
Owner/Occupant Telephone Number(s): _____	_____
<b>INITIAL DAMAGE ASSESSMENT</b>	
Brief Description of Damage: _____	
Reported by (name and title): _____	
Date: _____ <i>(attach sketches, photographs, and other items documenting the extent and impact of</i>	

# Attachment 2

## Sewer Pipe Blockage Control Program (SPBCP)



## **Sewer Pipe Blockage Control Program**

**March 2026**

**CITY OF DEL MAR  
CALIFORNIA**

## Sewer Pipe Blockage Control Program

## Table of Contents

1	Introduction .....	1
1.1	Elements of the Sewer Pipe Blockage Control Program .....	1
1.2	Organization of this Document .....	1
2	Regulatory Background.....	2
3	Food Service Establishment Responsibilities .....	3
3.1	FOG Wastewater Discharge (FWD) Permit.....	3
3.2	Kitchen BMPs and Employee Training.....	3
3.3	Grease Traps and Grease Interceptors.....	3
3.4	Notification .....	3
3.5	Recordkeeping and Reporting Requirements .....	4
4	Best Management Practices (BMPs) .....	5
4.1	BMP Implementation.....	5
4.2	Example BMPs .....	5
4.3	Requirements .....	6
5	FOG Removal Equipment.....	7
5.1	Grease Traps .....	7
5.2	Grease Interceptors .....	8
5.2.1	Installation Requirements.....	8
5.2.2	Maintenance Requirements .....	9
5.2.3	Cleaning .....	9
5.3	Inspections & Monitoring Facilities .....	10
5.3.1	Monitoring Facility Locations.....	10
5.3.2	Maintenance Requirements .....	11
6	FOG Wastewater Discharge ( FWD) Permit Requirements .....	11
6.1	New and Existing FSEs.....	11
6.2	FSE Site Modifications.....	11
6.3	Exemption from FOG Wastewater Discharge Permit .....	11
7	Inspection and Enforcement.....	12
7.1	Inspections.....	12
7.2	Enforcement .....	12
7.2.1	Compliance Order.....	13
7.2.2	Show Cause Hearing .....	13
7.2.3	Suspension or Termination of Sewer Service.....	13
7.2.4	Administrative Enforcement of Civil and/or Criminal Penalties.....	14

Sewer Pipe Blockage Control Program

7.2.5 Cost Recovery (Clean-Up Costs)..... 15  
8 Drawing Submittals..... 15  
9 Public Outreach ..... 15

**Appendices**

Appendix A: Definitions

Appendix B: Grease Control Device Cleaning/Maintenance Log

Appendix C: FOG Inspection Form

Appendix D: FSE Public Educational Materials

## Sewer Pipe Blockage Control Program

## 1 Introduction

A sanitary sewer spill is any overflow, spill, release, discharge or diversion of sewage from a sanitary sewer collection system that may reach streets, storm drains, or waters of the State. Sewer spills can be attributed to many causes, including high concentrations of fats, oils, and grease (FOG), rags and debris causing blockages or backups, roots interfering with collection system infrastructure, poor condition of the sanitary sewer collection system lines, or a combination of causes. It is estimated that preventable sewer spills are caused by FOG and other pipe-blocking substances more than any other factor, prompting state and local regulating agencies to focus on Sewer Pipe Blockage Control Program (SPBCP) development and implementation as a key element in complying with the mandates set forth under the General Waste Discharge Requirements for Sanitary Sewer Systems Order No. 2022-0103-DWQ (WDRs), and the San Diego Region by Order R9-2007-0005 (as amended).

The City of Del Mar (City) has prepared a Sewer Pipe Blockage Control Program to effectively reduce the quantity of FOG, rags, and debris discharged to the sanitary sewer collection system. The City's Sewer Pipe Blockage Control Program includes policies and procedures to address potential FOG and other pipe blocking substance contributions by Food Service Establishments (FSEs) into the City's sanitary sewer collection system to the maximum extent possible.

### 1.1 Elements of the Sewer Pipe Blockage Control Program

The primary goal of the City's Sewer Pipe Blockage Control Program is to eliminate sewer spills thereby protecting public health and the environment. An effective Sewer Pipe Blockage Control Program includes control mechanisms that establish regulations and policies for the collection and disposal of pipe blocking substances from FSEs. By controlling the FOG, rag, and debris discharge into the sanitary sewer collection system, the buildup of blockage in the system can be lessened, thereby improving the operating efficiency of the system and reducing the number of sewer line blockages and spills. A Sewer Pipe Blockage Control Program can also minimize revenue expenditures associated with maintenance activities necessary to remove blocking substances from the collection system and reactionary enforcement actions required to limit public exposure to a sewer spill.

Implementation of a long-term Sewer Pipe Blockage Control Program includes various policies and procedures for all new and existing FSEs. Elements of the Sewer Pipe Blockage Control Program include the following:

- ▶ Kitchen Best Management Practices (BMPs)
- ▶ Grease Trap Installation, Operation and Maintenance Requirements
- ▶ Grease Interceptor Installation, Operation and Maintenance Requirements
- ▶ Notification Requirements
- ▶ Recordkeeping and Reporting Requirements
- ▶ Permits, Inspections, and Enforcement
- ▶ Drawing/Plans Submittals and review
- ▶ Public Education

### 1.2 Organization of this Document

This document provides the guidelines necessary for the City to implement a comprehensive Sewer Pipe Blockage Control Program. It illustrates the participation required on behalf of City staff and the FSEs to allow for effective management and control of pipe blocking substance discharge into the City's sanitary sewer collection system. Sections in this document are listed below and definitions are provided in Appendix A.

- ▶ Section 1 presents an overview of the program.
- ▶ Section 2 describes the regulations requiring the Sewer Pipe Blockage Control Program.

## Sewer Pipe Blockage Control Program

- ▶ Section 3 presents the requirements and responsibilities of FSEs.
- ▶ Section 4 describes various recommended BMPs to effectively reduce the quantity of FOG, rags, and debris discharged from FSEs into the City's sanitary sewer collection system. Information to effectively implement the recommended BMPs is also included.
- ▶ Section 5 discusses the requirement to pretreat sanitary sewer flows generated at FSEs prior to discharging into the City's sanitary sewer collection system. Pretreatment includes installation of grease removal devices or a City-approved site-specific pretreatment program. This section also presents maintenance and inspection requirements for pretreatment devices.
- ▶ Section 6 presents FOG Wastewater Discharge (FWD) Permit requirements for new and existing FSEs.
- ▶ Section 7 provides information regarding the inspection and enforcement that may be applied for compliance with the Sewer Pipe Blockage Control Program.
- ▶ Section 8 discusses the requirements for the submittal of development plans for new and remodeled facilities.
- ▶ Section 9 describes current public outreach efforts to educate the public about the program and how to reduce FOG and other pipe-blocking substance discharge.

## 2 Regulatory Background

The EPA's general pretreatment regulations (40 CFR Part 403) and the City's Municipal Code (Section 60.04.900) prohibit any user, including FSEs, from discharging solid or viscous substances, such as FOG wastes, in such quality, size, or quantity that may cause obstructions (blockages) to the flow in the sanitary sewer collection system and interfere with the operation of the sanitary sewer collection system or the Public Owned Treatment Works (POTW).

The following regulations establish the impetus for the City to maintain the Del Mar Municipal Code (DMMC) and develop a Sewer Pipe Blockage Control Program to minimize the potential of sewer spills due to excessive FOG discharges into the City's sanitary sewer collection system.

**California Water Code Section 13271, California Code of Regulations:** Section 13271 of the California Water Code, Title 23 of the California Code of Regulations, prohibits the discharge of sewage and hazardous material into the waters of the State and requires the proper notification of authorized agencies in the event of an SSO. Entities which do not properly follow the requirements of this section may be found guilty of a misdemeanor and punished by fine, imprisonment, or both.

**California Waste Discharge Requirements:** On May 2, 2006, the State Water Resources Control Board adopted the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003. The WDRs apply to all federal and state agencies, municipalities, counties, cities, and other public entities that own or operate sanitary sewer collection systems greater than one mile in length that collect and/or convey untreated or partially treated sewage to publicly owned treatment facilities in the State of California. Specifically, the WDRs require compliance with the provisions contained in Division 7 of the California Water Code as well as the additional provisions included with the WDRs, which require the City to evaluate its service area to identify and assess FOG related problems. If it is determined that a FOG source control program is necessary, the City must prepare and implement a Sewer Pipe Blockage Control Program. The City of Del Mar's Sewer Pipe Blockage Control Program fulfills the requirement and documents the City's efforts to comply with the WDRs and amendments thereof.

**Clean Water Act, Section 1251 of Chapter 33 of the United States Code:** In 1972, the federal Congress enacted the Federal Water Pollution Control Act, commonly known as the Clean Water Act (CWA). The CWA prohibits the discharge of pollutants, including sewage, into public waters of the United States. The

## Sewer Pipe Blockage Control Program

federal government has the authority to enforce compliance with the CWA via specific permits, such as National Pollutant Discharge Elimination System permits, as well as court actions such as administrative orders and consent decrees.

### 3 Food Service Establishment Responsibilities

FSEs shall be responsible for ensuring that, at a minimum, the following basic elements of the City's Sewer Pipe Blockage Control Program are established and maintained:

- ▶ FWD Permit
- ▶ Kitchen BMPs and Employee Training
- ▶ Grease Traps, where applicable
- ▶ Grease Interceptors, where applicable
- ▶ Notification
- ▶ Record Keeping and Reporting

The following sections describe these basic FSE responsibilities in more detail.

#### 3.1 FOG Wastewater Discharge (FWD) Permit

All FSEs requiring sanitary sewer collection service are required to obtain an FWD Permit from the City. The permit is legally binding and sets forth the terms, conditions, and criteria of the Sewer Pipe Blockage Control Program. It is prepared and maintained under the authority of the City, and its provisions may be periodically modified. The City's Municipal Code contains requirements for an FWD Permit for FSEs requiring connection to the City's sanitary sewer collection system. Compliance with the permit conditions is required before issuing or renewing the permit. Additional information regarding permitting is included in Section 6.

#### 3.2 Kitchen BMPs and Employee Training

BMPs are practices, procedures, and maintenance activities performed by FSE staff to reduce the discharge of pipe-blocking substances into the City's sanitary sewer collection system, thereby reducing the potential for sewer spills. Each FSE shall implement BMPs for handling and disposing of wastes containing pipe-blocking substances. Training new and existing employees to properly implement BMP activities adopted for the establishment will help ensure and reinforce proper handling and disposal of pipe-blocking substances. Kitchen BMPs are described in greater detail in Section 4.

#### 3.3 Grease Traps and Grease Interceptors

Grease traps are small grease-control devices typically installed inside FSEs and are generally cleaned and maintained by FSE staff. A grease trap operates by gravity separation and uses a flow-control device and baffles to separate floating FOG and settleable solids from the sanitary sewer. A grease interceptor uses gravity to separate FOG from the sanitary sewer as it flows through the chamber.

For grease traps/interceptors to perform according to design specifications, they require periodic cleaning and maintenance, including removal of accumulated FOG and solids, which must be disposed of properly at regular intervals. The City's Municipal Code contains requirements for the installation and maintenance of a grease trap/interceptor by FSEs that may be a source of food and/or FOG. The criteria for requiring the installation of a grease trap/interceptor at new and existing FSEs is included in Section 5.

#### 3.4 Notification

Occasionally, some key events may occur that affect the City's monitoring and enforcement procedures for controlling pipe-blocking substances. This includes:

- ▶ The occurrence of a FOG-related sewer spill
- ▶ An FSE changes ownership
- ▶ An FSE expands or modifies its fare

## Sewer Pipe Blockage Control Program

- ▶ An FSE closes

Should any of the above events occur, each FSE is responsible for the following notification procedures when applicable.

### 1) Notification of Discharge and/or Sewer Spill

- a. In the event an FSE is unable to comply with the City Municipal Code and/or the Sewer Pipe Blockage Control Program, due to malfunctioning equipment, accidents, or human error, or the FSE has a reasonable belief that its discharge will violate the conditions of the FWD Permit and/or the Sewer Pipe Blockage Control Program, the FSE shall immediately notify:

**Public Works – (858) 755-3294**

- b. If the material discharged has the potential to cause or results in a sewer blockage or spill, the FSE shall immediately notify Public Works. If it is outside of business hours or on weekends, the FSE shall contact:

**North County Dispatch JPA – (858) 756-1126**

- c. Within five days of a sewer spill occurrence, the FSE shall submit in writing a detailed report to the City's Public Works Director describing the cause of the discharge and the measures to be taken by the FSE to prevent similar occurrences in the future.
- d. Such notification shall not relieve the FSE of any expense, loss, damages, or other liability that may be incurred as a result of damage to any sanitary sewer collection system or any other damage arising out of a violation of the City's Municipal Code or other applicable law.

### 2) Notification Regarding Change in Operations (60.04.150)

In accordance with City Municipal Code Chapter 22.08.051, an FSE shall notify the Public Works Director or the Director's designee in writing at least 60 days prior to any facility expansion and/or remodeling or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. The FSE shall submit an amended FWD permit application, including any information requested by the Public Works Director or the Director's designee, for evaluation of the effect of such change. Additionally, the FSE shall notify the Public Works Director or the Director's designee as soon as practicable, in the event of a change in ownership, sale, or cessation of operation. All notifications shall be sent to:

City of Del Mar  
Public Works Director  
2240 Jimmy Durante Blvd, Del Mar, CA 92014

The written notification shall state:

- ▶ FSE name;
- ▶ Name and title of the FSE's contact person or person most knowledgeable concerning the facility expansion and/or remodeling or process modifications;
- ▶ Address and telephone number of the FSE;
- ▶ Date of the proposed facility expansion and/or remodeling or process modifications; and
- ▶ Reasons for the proposed facility expansion and/or remodeling or process modifications.

### 3.5 Recordkeeping and Reporting Requirements

Each FSE shall be responsible for maintaining accurate and up-to-date records documenting the cleaning and inspection of grease pretreatment devices. Inspection and cleaning records must be maintained on

## Sewer Pipe Blockage Control Program

the premises for a minimum of three years and made available to the Public Works Director or the Director's designee for review upon inspection of the facility. It is considered a violation of the City's Municipal Code if the FSE fails to maintain and keep accurate and up-to-date records of all cleaning and maintenance of grease removal devices, removal of FOG wastes, and inspections performed by the Public Works Director or the Director's designee.

Inspection records should, at a minimum, document the:

- ▶ Date of inspection;
- ▶ Name of the person who performed the inspection;
- ▶ Estimated volume of FOG and solids present at the time of inspection; and
- ▶ Signature of the manager or designee of the FSE.

Cleaning records should, at a minimum, document the:

- ▶ Date of maintenance;
- ▶ Name of company and person who performed maintenance;
- ▶ Estimated volume of FOG removed; and
- ▶ FOG disposal location.

A manifest from the FSE's permitted waste hauler is an acceptable record if it contains all of the above information.

## 4 Best Management Practices (BMPs)

A fundamental component of the Sewer Pipe Blockage Control Program is the implementation of BMPs. BMPs are designed to assist facilities with regulatory compliance, pollution prevention, and reduce the amount of FOG in an FSE's sanitary sewer discharge. BMPs are practices that focus on good housekeeping measures and operations management techniques and include a series of activities that effectively manage, and control disposal of waste FOG generated from the operation of an FSE. FSEs shall use BMPs to control FOG in the sanitary sewer and to prevent obstructions from entering the sewer mains.

The City is working with the food service industry to promote implementation of BMPs at all FSEs. This section presents BMP implementation guidelines designed to effectively reduce the amount of FOG discharged to the City's sanitary sewer collection system.

### 4.1 BMP Implementation

Benefits of BMPs include the reduction of FOG and solids accumulation in grease removal equipment, thereby reducing the maintenance needs and costs of the device. BMPs assist the FSEs with reducing costs associated with pumping frequencies, plumbing maintenance costs, and compliance with environmental and regulatory standards. Due to the variety of FSEs that generate FOG, BMPs at each site should be evaluated and implemented to accommodate the nature and needs of each FSE.

### 4.2 Example BMPs

There are various simple and effective practices that all FSEs can implement to prevent and reduce the quantity of FOG discharged into the sanitary sewer collection system. At a minimum, all FSEs are required to implement all BMPs required per the City's Municipal Code(s). The following BMPs are examples of site-specific procedures and/or practices that aim to reduce the amount of FOG in sanitary sewer discharge.

- ▶ **Trash Disposal:** Dispose of food waste and fatty scraps into the trash or garbage bin. Do not discard into the sink. Use plastic trash bags to prevent leaks and odors. When needed, double-bag waste that has the potential to leak in trash bins. Ensure trash bins are covered when not in use and notify trash hauler if the bin leaks.
- ▶ **Pre-Wash:** Before washing pots, pans, dishware, floor mats, and work areas, dry wipe or

## Sewer Pipe Blockage Control Program

- scrape food scraps, and dispose of them in the trash. Do not discard food scraps or other materials into the sink.
- ▶ **Use of Drain Screens:** Install removable screens on all drainage pipes in food preparation areas. Keep screens in sink and floor drains clean and in good repair. Dispose of collected solids in the trash, not in the drain.
  - ▶ **Yellow Grease Disposal:** Dispose of grease and oil from cooking equipment (e.g., pots, pans, fryers) by pouring waste oil and yellow grease (e.g. used cooking oil) into covered containers (e.g., drums, barrels) for storage and recycling. Provide secondary containment to capture any liquid grease or oil that may spill from the primary container. Use a licensed waste hauler or recycling facility to dispose of liquid grease and oil before the container is full. Keep a written log with manifests and invoices of waste oil pickups to show the City’s authorized inspector during site inspection.
  - ▶ **Mat Cleaning:** Clean and wash floor mats in a utility mop sink connected to grease removal equipment. DO NOT empty mop or wash water outdoors or into storm drains.
  - ▶ **Hood Cleaning:** Clean hoods and filters in sinks that flow to grease removal equipment and clean as frequently as necessary to maintain good operating condition. Use a licensed waste hauler to dispose of sanitary sewer collected from cleaning hoods and filters.
  - ▶ **Spill Prevention:** Place absorbent materials, such as paper towels or pads, under fryer baskets and other areas where grease may drip or spill during cooking, frying or during the transfer of grease to storage or disposal containers.
  - ▶ **Super Hot Water:** DO NOT dispose of water hotter than 140°F through grease removal equipment.
  - ▶ **Employee Training:** Train employees regularly and retain records of staff training.
  - ▶ **Posted Signs:** Post signs to show kitchen best management practices in food preparation, dishwashing, spill response and cleaning, and maintenance areas. Clearly identify and label sinks and/or drains that are not connected to a grease control device.

To ensure that building drains and sanitary service lines are properly maintained to avoid FOG and debris accumulation and potentially FOG-related sewer spills, it is recommended that FSEs have their building drains and service lines professionally inspected and cleaned regularly.

### 4.3 Requirements

The success of a BMP program requires proper and continued implementation of the FSE’s BMPs.

To promote effective and proper employee implementation, each FSE shall, at a minimum:

- ▶ Train employees on the BMPs adopted for their establishment;
- ▶ Maintain records of employee training;
- ▶ Provide constant reinforcement on proper disposal of FOG with employees; and
- ▶ Post “No Grease” and BMP signs near sinks and dishwashers. Signs need to be written in the language(s) that are commonly spoken by employees.

Regular training of the FSE staff ensures that employees are trained on the proper FOG handling and disposing methods and that BMPs are being implemented. Routine inspections by the City to confirm proper BMP implementation also reinforce the importance of limiting FOG discharge into the City’s sanitary sewer collection system and reducing the risk of spills caused by excessive FOG.

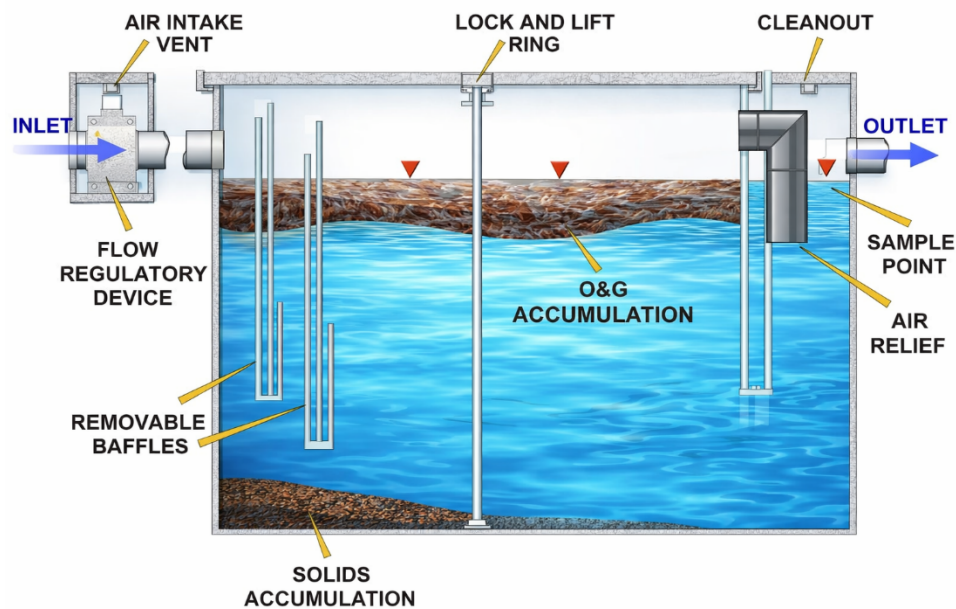
## Sewer Pipe Blockage Control Program

## 5 FOG Removal Equipment

Pretreatment of sanitary sewer flows generated at FSEs removes excessive amounts of FOG in the sanitary sewer prior to its being discharged into the City's sanitary sewer collection system. The City's pretreatment program requires FOG producing FSEs to install the appropriate type and size of grease removal equipment. Alternative oil and grease removal technologies are subject to written approval by the Public Works Director or the Director's designee. Approved FOG removal equipment are presented in the following sections. These devices must be regularly and appropriately maintained and installed solely at the FSE's expense.

### 5.1 Grease Traps

Grease traps are small devices designed to separate and retain grease from the sanitary sewer generated by the FSE. These devices are installed inside a facility and connected directly to the effluent drains of sinks (e.g., in kitchens under the floor or near the sink). Figure 1 illustrates the common components of a grease trap.



**Figure 1: Typical Grease Trap**

Grease traps hold small quantities of captured FOG and therefore must be cleaned frequently. For grease traps to be effective, the units must be properly sized, constructed, and installed in a location to provide easy access for cleaning and adequate retention time for settling and accumulation of FOG. Installation and maintenance requirements of grease traps are presented below.

#### Installation Requirements

Sizing and installation of grease traps shall be per the manufacturer's recommendations and conform to the latest edition of the California Plumbing Code. Dishwashers and food waste disposal units shall not be connected to or discharged into any grease trap.

An FSE may use or may be required to install grease traps when:

- 1) Installation of a grease interceptor is not physically feasible;
- 2) There is not adequate slope for gravity flow between a proposed grease interceptor and the private collection lines or the public sewer; and/or
- 3) No alternative pretreatment device can be installed.

## Sewer Pipe Blockage Control Program

**Maintenance Requirements**

FSEs shall be responsible for performing adequate testing and monitoring to ensure that grease traps are functioning properly. Minimum grease trap operation and maintenance requirements are as follows:

- ▶ Operate and maintain grease traps in accordance with the manufacturer's specifications.
- ▶ Maintain grease traps in efficient operation condition by removing accumulated grease at the frequency specified by the manufacturer, but not less than on a weekly basis.
- ▶ Inspect grease traps at least monthly to check for leaking seams and pipes and for effective operation of baffles and flow-regulating devices. Grease traps and their baffles shall be maintained free of FOG and waste. Removable baffles shall be removed and cleaned during the maintenance process.
- ▶ Maintain a maintenance record that documents the cleaning activities for the grease traps. Records should include the name of employee who performed the cleaning, date/time of cleaning, Document the amount of grease removed, and the disposal location for the grease. Records shall be kept on site for a minimum of three years.

All maintenance records shall be made available to the City's Public Works Director or the Director's designee at the time of inspection and/or request.

**5.2 Grease Interceptors**

Grease interceptors are located outside of building infrastructure, underground and include a multi-compartment tank that serves to reduce the quantity of FOG in the sanitary sewer before discharging the sewage into the sanitary sewer collection system. Grease interceptors typically include two compartments that function to physically separate, remove, and retain FOG and solids from the FSE's sanitary sewer. Due to the differences in specific gravity, FOG rises to the top and is retained by a baffle installed in the effluent chamber. The separated FOG and solids are retained while the liquid flows to the City's sanitary sewer collection system. The hydraulic detention capacity of the unit decreases as grease and solids accumulate; therefore, regular pumping, cleaning, and maintenance of grease interceptors are essential to ensure proper operation. Figure 2 illustrates the common components of a grease interceptor.

For the units to be effective, units must be properly sized, constructed, and installed in a location that provides easy access for inspection and cleaning. Grease interceptors are pretreatment facilities that are subject to plan submission and operation requirements according to the provisions included in the City's Municipal Code.

§60.04.140. Installation and maintenance requirements for grease interceptors are presented in the following sections.

**5.2.1 Installation Requirements**

Individual grease interceptors may be required for FSEs, whether or not such facilities are located in a separate building or structure or occupy space in a building or structure that is occupied by other businesses. If the volume or nature of food service provided by the establishment involves significant food preparation, a discharge of FOG waste is highly likely, and a grease interceptor may be required. Exceptions to the requirement for a grease interceptor are under the permit conditions outlined in Section 6.3.

Each new grease interceptor that is installed to replace or upgrade an existing grease interceptor will be required to meet all criteria in accordance with City requirements. For properties with multiple FSEs on a single parcel, each FSE is required to install and maintain a separate grease interceptor.

## Sewer Pipe Blockage Control Program

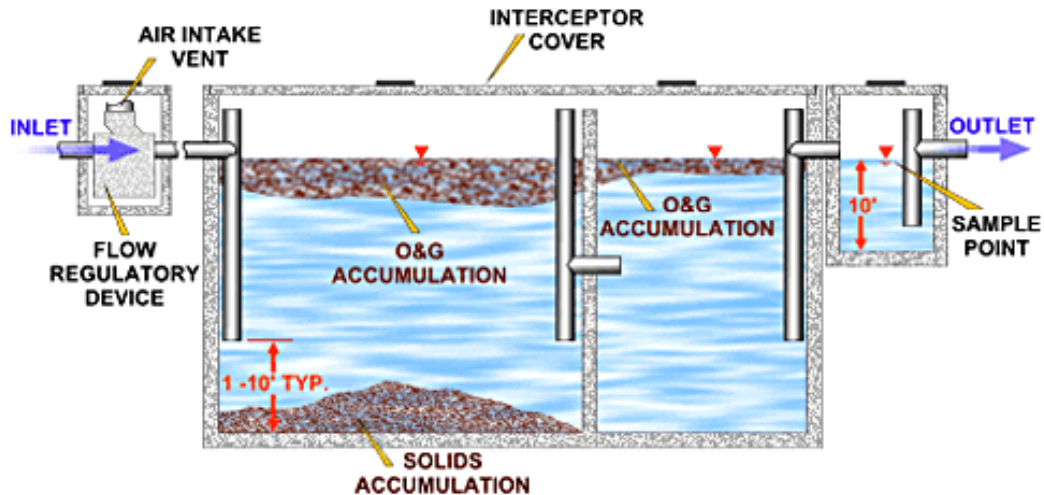


Figure 2: Typical Grease Interceptor

### 5.2.2 Maintenance Requirements

Each FSE shall be responsible for adequate maintenance, testing, and monitoring of the grease interceptors to ensure that the grease interceptors are functioning properly and to the City's standards. At a minimum, maintenance procedures for grease interceptors should include the following:

- ▶ Observe proper grease interceptor cleaning and maintenance procedures to ensure that the device is operating properly. Regular and proper service maximizes interceptor efficiency, prevents spills and minimizes odor.
- ▶ Train all employees to regularly check the depth of solids and thickness of retained FOG. Generally, an interceptor loses its effectiveness and does not separate FOG properly when excessive amounts of FOG and/or solids accumulate. The interceptor requires servicing when the combined thickness of solids at the bottom and FOG material on the surface is at 25% of total depth of the interceptor. The frequency of servicing is determined by the accumulation rate of FOG and solids.
- ▶ Inspect grease interceptor after cleaning to ensure that service was performed correctly, that entire contents were pumped out, and to verify that all pipes and baffles are intact.
- ▶ Maintain a maintenance record that documents the cleaning activities for the grease interceptor. Records should include the name of the company who performed the cleaning, date/time of cleaning, amount of grease removed, and the disposal location for the grease. Records shall be kept for a minimum of three years.

### 5.2.3 Cleaning

Cleaning must be performed by a licensed waste hauler with an approved license from an authorized agency. All chambers of a grease interceptor shall be left completely empty upon completion of the pumping operation. The grease mat, liquids, sludge, and scrapings from the interior walls must be completely removed. Under no circumstances will the waste hauler reintroduce the removed water or materials into the City's sanitary sewer collection system. All water and materials removed from the grease interceptor must be disposed of at qualified disposal stations.

Since the FSE is the generator of the grease waste, it is liable for the condition of its pretreatment devices and shall be responsible for payment of all cleaning service fees. It is recommended that the FSE owner or designee be present during the cleaning and maintenance activities to ensure that the grease interceptor

## Sewer Pipe Blockage Control Program

is being completely and properly cleaned and maintained. A maintenance log serves (Appendix B) as a record of the cleaning frequency and can assist the FSE manager in reducing costs by efficiently scheduling service.

A grease interceptor is considered out of compliance if any of the following conditions exist:

- ▶ The interceptor is incapable of retaining the floatable and settleable material adequately in the sanitary sewer flow;
- ▶ The interceptor is structurally incomplete;
- ▶ Any part of the grease interceptor is broken, missing, or in need of total replacement;
- ▶ The interceptor directly or indirectly causes damage to the City's sanitary sewer collection system;
- ▶ The interceptor is incorrectly sized for the facility; or
- ▶ The total volume of captured grease and solid material displaces more than 25% of the capacity of the interceptor as calculated using an approved dipping method.

When the City finds a grease interceptor out of compliance, the FSE owner/operator will be properly notified of the violation and be required to properly install, at the FSE owner's/operator's expense, an interceptor in compliance with the City's requirements. As an option, the FSE could increase cleaning frequency to ensure that the combined thickness of solids at the bottom and FOG material on the surface does not exceed 25% of total depth of the interceptor.

### 5.3 Inspections & Monitoring Facilities

The City may inspect and sample any FSE's sanitary sewer discharges to determine whether conditions of the FWD Permit are being met. Reasonable access to the FSE shall be made available when inspection and/or sampling of the sanitary sewer is required. The FSE shall make the following available for the purpose of inspections:

- ▶ Access to grease pretreatment devices;
- ▶ Manifests, receipts, and invoices of grease pretreatment device maintenance;
- ▶ Documents identifying the waste hauler; and
- ▶ Documents identifying the disposal site locations.

Monitoring facilities serve to allow sampling and flow measurement of the sanitary sewer collection system and may be utilized to ensure that the FSE does not contribute excessive FOG quantities that may result in potential problems in the collection system. The City may require the installation and maintenance of sewage monitoring devices and controls to facilitate the implementation of the provisions contained in the Municipal Code. The type of monitoring and/or control facilities to be implemented must be approved by the Public Works Director or the Director's designee on a case by case basis for each specific application and purpose. All approved devices shall be in accordance with the City's requirements.

#### 5.3.1 Monitoring Facility Locations

Typically, monitoring facilities are located on the FSE premises. However, with the approval of the Public Works Director or the Director's designee, the monitoring facility may be located in the public right-of-way and where it will not be obstructed by landscaping or parked vehicles.

Whether constructed on the premises or within the public right-of-way, the location of approved monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. The approved devices shall be tamper-proof or tamper-resistant and where appropriate, be integrated such that monitoring, or treatment devices cannot be bypassed or defeated. All monitoring facilities shall be installed in a manner that can be inspected and verified by City staff during business hours.

## Sewer Pipe Blockage Control Program

### 5.3.2 Maintenance Requirements

Each FSE shall be responsible for adequate maintenance, calibration, and standardization of sanitary sewer monitoring, treatment, and control devices and systems. The FSE is responsible for ensuring that each facility operates in accordance with the manufacturer's specifications or as required by the City's Municipal Code.

## 6 FOG Wastewater Discharge ( FWD) Permit Requirements

All FSEs are required to obtain and renew an FWD Permit to discharge sanitary sewer into the City's sanitary sewer collection system. Requirements of the permit will vary based on site specific characteristics of FSEs, but, in general, each permit will require the FSE to install FOG removal and monitoring equipment, comply with applicable City codes and policies, and pay all required fees. Fees for obtaining the required permit(s) will be assessed and reflect the specific permit requirements.

### 6.1 New and Existing FSEs

Individual grease interceptors shall be required for all new FSEs on a case-by-case basis and per City policy. The requirements for new grease interceptor and where to install it will be determined during the plan review/building permit process. Each new grease interceptor or trap that is installed to replace or upgrade existing devices will be required to meet all criteria stated in the City's Municipal Codes, the adopted Uniform Plumbing Code, and plan check requirements.

FSEs planning or undergoing substantial remodeling have opportunities similar to new FSEs to design and install grease interceptors, and therefore will be required to comply with the same conditions as new FSEs. Existing FSEs that discharge to sewer lines known to be a source of Spills or sewer lines where frequent cleaning is required may be required to install a complete grease interceptor system.

FWD permit requirements may vary based on an FSE's connection to sewer lines identified as "high-frequency maintenance sites." Since there is the potential for new high-frequency maintenance sites to develop, a site-specific preventive approach in dealing with the FSE must be developed based on the quantity of FOG generated.

### 6.2 FSE Site Modifications

Beyond new construction or modifications to an existing structure, changes in the operation of an FSE may also prompt requirement of pretreatment devices. The following is a list of changes that could initiate an increase in FOG discharges and require owners of FSEs to install pretreatment devices:

- ▶ Menu changes;
- ▶ Menu expansion;
- ▶ Seating capacity, operations, equipment, or production expansion;
- ▶ Changes in facility management and the use of BMPs;
- ▶ Changes in discharge volume;
- ▶ Changes in nature of discharge; and/or
- ▶ Changes to the building plumbing/sewer system.

The owner or operator of the FSE shall notify the Director of Public Works or the Director's designee when any of these events are planned in order to determine the overall impacts to the existing permit and/or pretreatment devices. The Director of Public Works or the Director's designee may require the FSE to submit an amended FWD Permit application in accordance with the City Municipal Code for review and approval.

### 6.3 Exemption from FOG Wastewater Discharge Permit

At the discretion of City staff, FSEs with limited food preparation capabilities may be exempt from obtaining an FWD Permit. Exempted establishments shall be engaged only in reheating, hot holding or assembly of

## Sewer Pipe Blockage Control Program

ready-to-eat food products and, as a result, there is no sanitary sewer discharge containing significant amounts of FOG. An FSE with limited food preparation capabilities does not include any operation that changes the form, flavor or consistency of food.

### 7 Inspection and Enforcement

The City's objective is to implement and enforce actions against users of the sanitary sewer collection system who violate the prohibition of discharging pipe blocking substances into the sanitary sewer collection system. The City will initiate enforcement actions for noncompliance; however, it is also possible for other regulatory agencies (e.g., Regional Board) to initiate their own enforcement actions.

The City has a range of enforcement responses that can be applied to gain compliance with the Sewer Pipe Blockage Control Program and respective City Municipal Code. Enforcement actions are implemented when an owner of an FSE has neglected or violated compliance requirements and may include an escalating response strategy to achieve corrective action. Fines may be implemented in conjunction with the City's established Municipal Code procedures or permitting processes and procedures.

#### 7.1 Inspections

To determine whether an FSE complies with the conditions of the FWD Permit, Sewer Pipe Blockage Control Program, and City Municipal Code, the Director of Public Works or the Director's designee, will inspect each FSE once annually, at a minimum. A copy of the City's FWD Inspection Form, used during FSE inspections, is included in Appendix C.

Reasonable access to all parts of the FSE shall be made available when inspection and/or sampling of the sanitary sewer are required. The FSE shall make the following available upon request:

- ▶ Access to grease pretreatment devices
- ▶ Access to flow measuring and monitoring devices
- ▶ Manifests, receipts, and invoices of grease device maintenance
- ▶ Documents identifying the waste hauler carrier
- ▶ Documents identifying the disposal site locations
- ▶ Records of employee training in best management practices

Based on the results of the inspection, the status of the FSE's existing FWD Permit may be renewed, extended or revoked. If violations are encountered, the Director of Public Works or the Director's designee shall note the violation(s) and include a description(s) of the violation(s) on the FWD Inspection Form. The documentation of the violation(s) shall serve as the formal 'Notice of Non-Compliance' or 'Notice of Violation.' Additionally, the Director of Public Works or the Director's designee shall schedule a follow-up inspection of a violating FSE to determine whether the required corrective actions have been implemented and if additional improvements are necessary.

#### 7.2 Enforcement

All users of the City's sanitary sewer collection system and facilities are required to comply with the Sewer Pipe Blockage Control Program and all applicable elements of the City's Municipal Code. All users are subject to all penalties noted in the Sewer Pipe Blockage Control Program and/or City Municipal Code if it is determined that a violation of the program and/or City Municipal Code has occurred.

Violations may include, but are not limited to:

- ▶ Failure to install approved grease removal equipment;
- ▶ Making a false statement, representation, record, report, plan or other document that is filed with the City;
- ▶ Tampering with or knowingly rendering inoperable any grease control or monitoring devices;
- ▶ Failure to clean, properly operate, maintain or remove FOG from grease removal equipment

## Sewer Pipe Blockage Control Program

- ▶ within the required time for such cleaning, maintenance or grease removal;
- ▶ Failure to keep up-to-date and accurate records of all cleaning, maintenance, and FOG removal and to produce records upon request of the Director of Public Works or the Director's designee, any representative of a local sanitation agency that has jurisdiction over the sanitary sewer collection system that services the FSE, or any City authorized inspector or designee;
- ▶ Refusing the Director of Public Works or the Director's designee, a representative of a local sanitary sewer collection agency that has jurisdiction over the sanitary sewer collection system that services the FSE, or any authorized inspector, reasonable access to the FSE to inspect, monitoring, or review the grease pretreatment removal equipment;
- ▶ Failure to implement kitchen BMPs;
- ▶ Disposing of, or knowingly allowing or directing FOG to be disposed of, unlawfully;
- ▶ Failure to comply with the provisions of the Sewer Pipe Blockage Control Program; and
- ▶ Failure to comply with the provisions of the FOG related codes or any permit issued by the City.

Procedures the City may take to enforce the Sewer Pipe Blockage Control Program, and related Municipal Code include:

- ▶ Issuing written notices of violation which may require a compliance plan for the satisfactory correction of the violation;
- ▶ Increasing the inspection schedule;
- ▶ Requiring a Show Cause Hearing;
- ▶ Terminating sewer service;
- ▶ Pursuing civil penalties and/or criminal penalties;
- ▶ Suspending or revoking of the FWD Permit; and/or
- ▶ Assessing costs and charges to reimburse the City to clean and/or repair damages to the sanitary sewer collection system or other affected sewer facilities.

### 7.2.1 Compliance Order

The Director of Public Works or the Director's designee can direct the user to achieve or restore compliance

with the FWD Permit or any other provisions of the City's Municipal Code, by a specific date. The terms of the compliance order need not be discussed with the user in advance.

### 7.2.2 Show Cause Hearing

Upon determination by the Director of Public Works or the Director's designee that an FSE or owner of the property is in noncompliance with its FWD Permit or any other applicable provision of the Municipal Code, the Director of Public Works or the Director's designee may require a Show Cause Hearing. This requires the owner of the FSE or property to appear at the City office to show cause to the City as to why criminal and/or civil actions should not be taken against the user and/or why sewer service should not be discontinued to the user's facility.

### 7.2.3 Suspension or Termination of Sewer Service

The Director of Public Works or the Director's designee may discontinue the sewer and/or water service to the FSE or the property if a violation of the City's Municipal Code has occurred. Suspension or termination of sewer and/or water may apply if the FWD Permit conditions causes or contributes to a sewer spill event (or an overflow event emanating from a sewer lateral or private system) and/or such event is creating or contributing to an immediate or impending threat to the public's health or safety or to the environment. The service discontinuation shall remain in effect until the private sewer lateral

## Sewer Pipe Blockage Control Program

impairment is repaired or until the matter is heard and sewer and/or water service is restored by the Director of Public Works or the Director's designee.

#### 7.2.4 Administrative Enforcement of Civil and/or Criminal Penalties

The Director of Public Works or the Director's designee may pursue Administrative Civil Penalties against any user who has violated or is violating any prohibition, limitation, or requirement contained in the City's Municipal Code and/or the FWD Permit. The enforcement response shall be dependent upon the magnitude and duration of the violation, its effect on the POTW and the environment and whether or not there is a danger to the health and safety of the general public due to a sanitary sewer discharge.

##### **Civil Penalties**

All users of the City's sanitary sewer collection system and facilities are subject to the Civil penalties assessed in accordance with the City's Municipal Code as well as additional provisions of federal, state and local regulatory agencies. In the event the City is the subject of fines, penalties, or legal actions as a result of actions of the FSE or other parties in violation of the Sewer Pipe Blockage Control Program, the City shall be entitled to recover from the responsible party(ies) all costs and expenses to which the City has been subjected. Civil penalties shall be assessed according to the City Municipal Code or as assessed by the City Manager or the City Council based on the extent of the violation(s).

##### **Suspension or Revocation of Permit**

An FWD Permit may be suspended and/or revoked for the following reasons:

- ▶ Failure to comply with the conditions of the FWD Permit or City Municipal Code;
- ▶ Failure to install required grease pretreatment or monitoring devices as required by the FWD Permit;
- ▶ Failure to comply with the reporting and/or pretreatment requirements or pretreatment device maintenance as required by the FWD Permit and the City Municipal Code;
- ▶ Failure to pay all applicable charges and fees;
- ▶ Failure to report significant changes in operations, sanitary sewer volume, constituents, and/or characteristics before discharge;
- ▶ Tampering with monitoring equipment;
- ▶ Failure to meet effluent limitations;
- ▶ Failure to comply with a Compliance Order issued to require compliance with an FWD Permit or other provision of the City's Municipal Code;
- ▶ Knowingly providing a false FWD Permit application or making false representations, or submitting false documents, reports or logs to the City's Director of Public Works or the Director's designee;
- ▶ Failure to notify the City of modifications to the FSE facilities such that the conditions are not consistent with the information presented in the original FWD Permit application;
- ▶ Refusal to allow inspections during normal business hours or after hours if emergency conditions exist (overflow or suspected overflow);
- ▶ Interference with the Director of Public Works or the Director's designee during the FSE inspection or in sampling an FSE's discharge or in inspecting and sampling an overflow event; and/or
- ▶ Causing or contributing to sewer blockages or sewer overflows within the public sewer or failing to address the conditions leading to more than one (1) overflow event from a private system within a twelve month period.

## Sewer Pipe Blockage Control Program

### 7.2.5 Cost Recovery (Clean-Up Costs)

Enforcement activities often commence with investigations of blockages in and overflows from the sanitary sewer collection system. Such investigations may include closed circuit television (CCTV) inspection of sewer lateral lines and privately-owned service lines. These inspections are used to determine contributing factors causing the blockage or overflow, such as defective infrastructure, accumulated roots and/or debris; and to seek visual evidence of FOG waste accumulation between the site of the stoppage or overflow and upstream FSEs.

FSEs found to have discharged waste containing FOG or other illicit constituents, or have otherwise contributed to a sewer blockage, sewer spill, damage, or any other impairment to the City's sewer facilities is subject to enforcement actions. This may include being ordered to install and maintain a grease interceptor and/or sanitary sewer monitoring devices. In addition, the FSE may be subject to a more restrictive plan to abate future problems. Furthermore, sewer lateral failures and Spills caused by FSEs alone or collectively, are the responsibility of the private property owner or FSE(s) and they shall be liable for all costs required to clean or repair the facilities together with expenses incurred by the City to resume normal operations.

If the City must act to clear a sewer blockage or clean up an SSO caused by a blockage of a sewer lateral serving an FSE, the City's costs shall be entirely borne by the property owner and/or operator of the FSE and may constitute a debt to the City. The property owner or operator is also responsible for costs accrued in any instance that the City is acting at the request of the owner/operator.

## 8 Drawing Submittals

The City requires that plans be submitted on all projects that require alteration, removal, or addition of any type or size of plumbing fixtures. The purpose of the plans is to verify that all development requirements established in the City's Municipal Code and included in the adopted conditions of approval for the project are addressed.

The City may require facility site plans, mechanical and plumbing plans, and other details to show the sewer locations and connections for its facility or premises. Plan check submittals for review of an existing or proposed grease interceptor, monitoring and metering facilities, and/or operating procedures shall be in a form and contain content as required by the City. Where it is determined that installation of grease removal equipment is required, the Director of Public Works or the Director's designee shall approve the size of the grease removal equipment.

Review of the plans and procedures shall in no way relieve an owner or operator of an FSE of the responsibility of modifying the facilities or procedures in the future, as necessary to meet the requirements of the City's Sewer Pipe Blockage Control Program, City Municipal Code or any additional requirements of other regulatory agencies.

## 9 Public Outreach

The City's Sewer Pipe Blockage Control Program documents the activities that facilitate the maximum beneficial public use of the City's sanitary sewer system while preventing blockages and reducing the adverse effects of FOG discharges on wastewater conveyance and treatment operations.

The primary focus of the City's Sewer Pipe Blockage Control Program is on source control with a concentrated effort in educating FSE operators and benefits of implementing BMPs, good housekeeping, routine and consistent servicing of FOG removal equipment, and the negative impacts of putting FOG into the sanitary sewer system.

During the regularly performed site inspections, City staff inform FSE personnel on the purpose and requirements for reducing the quantity of FOG discharged into the City's sanitary sewer collection system.

Sewer Pipe Blockage Control Program

This includes providing FSE owners and staff with information regarding BMPs related to FOG. To date, the City's efforts to educate FSE staff has been effective in attaining the desired results from the FSEs. Examples of public educational materials are provided in Appendix D.

# **Appendix A**

# **Definitions**

The following is a summary of acronyms and definitions typically used in a Sewer Pipe Blockage Control Program. Also included are acronyms specific to the City of Del Mar and its sanitary sewer collection system.

**BMP:** This is the acronym for Best Management Practices. BMPs include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the introduction of FOG into sanitary sewer collection facilities.

**Domestic Wastewater:** Liquid and waterborne wastes derived from the ordinary living processes in a dwelling unit, with said wastes being of such character as to permit satisfactory disposal into a public sewer without special treatment.

**FOG:** This is the acronym for Fats, Oils, and Grease. FOG includes any substance such as a vegetable or animal product that is used in or is a by-product of the cooking or food preparation process, and that turns or may turn viscous or solidify with a change in temperature or other conditions.

**FSE:** This is the acronym for Food Service Establishment. An FSE is a place where food is prepared and served for consumption by the public. This includes, but is not limited to, retail establishments selling prepared foods and drinks for consumption on the premises, cafeterias, lunch counters, and refreshment stands selling prepared foods for immediate consumption. Restaurants, lunch counters, and drinking places operated as a subordinate service facility by other establishments shall also be included. Bars that do not serve food and markets that sell exclusively pre-packaged food and/or unprocessed fruit, or vegetables are typically not included.

**Grease:** A liquid or solid material composed primarily of fats and oils from animal or vegetable sources.

**Grease Trap:** This is a device, typically located under sinks inside FSEs, designed to collect and contain food wastes and grease from the waste stream while allowing the remaining sanitary sewer to be discharged to the sanitary sewer collection system.

**Grease Interceptor:** This is a device, typically located underground and outside of an FSE, designed to collect and contain food wastes and FOG material from the waste stream while allowing the remaining sanitary sewer to be discharged to the sanitary sewer collection system.

**Grease Hauler:** A person who collects the contents of a grease interceptor or trap and transports it to an approved recycling or disposal facility.

**Non-Domestic Wastewater:** Sanitary sewer that is not Domestic Wastewater. Non-Domestic Wastewater shall not include sanitary sewer that arises from strictly residential activities and places engaged exclusively in retail business.

**Pretreatment or Treatment:** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in sanitary sewer to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the City's Sanitary Sewer System or POTW. The reduction or alteration can be done through physical, chemical or biological processes or process changes by other means.

**Sewage:** Any liquid waste and waterborne solid waste resulting from residential, commercial, industrial, or institutional activities or uses.

**Surface Waters:** All permanent and intermittent drainage ways, lakes, and reservoirs, either public or private, which are not man-made for the treatment of municipal, agricultural, or industrial waste, and wholly or partially within the boundaries of the City of Del Mar. Spills to storm drains tributary to surface waters shall be reported as discharges to surface waters.

**Tri-TAC:** This is the acronym for the Technical Advisory Committee. Tri-TAC represents three California associations, including the League of California Cities, California Association of Sanitation Agencies, and California Water Environment Association.

**Waste:** Any and all waste substances, liquid or solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of whatever nature, including such wastes placed within containers of whatever nature, prior to and for the purpose of disposal via a public sewer.

**Waste Hauler or Liquid Waste Hauler:** Any person carrying on or engaging in vehicular transport of waste as part of, or incidental to, any business for that purpose.

**Wastewater/Sanitary Sewer:** Any volume of liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether untreated or partially treated sewage, which is discharged into, or permitted to enter, the City's sewer system upstream of a sanitary sewer treatment plant.

**Wastewater/Sanitary Sewer Facilities:** Any system of pipes, pump stations, sewer lines, etc., used to collect and convey sewage to a treatment plant. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, high-lines, etc.) are considered to be part of the sanitary sewer collection system, and discharges of sewage to these facilities are not spills.

**Waters of the United States:** All waters of the United States as defined in the Code of Federal Regulations, Volume 40, Section 122.2 (40 CFR 122.2) such as navigable waters, rivers, streams, lakes, natural ponds, wetlands, etc., including tributaries to traditional navigable waters.

# **Appendix B**

## **Grease Control Device Cleaning/Maintenance Log**



**The City of Del Mar Public Works Department | FOG**  
 Office: (858) 755-3294 | Fax: (858)481-0254  
 24hr Water & Sewer Emergency: (858)756-1126

**Grease Control Device (GCD) Cleaning/Maintenance Log**

<b>Food Service Establishment:</b>						
<b>Address:</b>				<b>GCD Location:</b>		
<b>Trap Depth:</b>		<b>Inches</b>	<b>Max amount of grease solids(25%capacity):</b>			<b>Inches</b>
<b>Date Cleaned</b>	<b>Cleaned By (Co./or Person)</b>	<b>Amount Removed in Inches</b>			<b>Initials of Owner/Authorized Representative</b>	
		<b>Grease A</b>	<b>Solids B</b>	<b>Grease + Solids A + B</b>		


# **Appendix C**

# **FOG Inspection Form**

**City of Del Mar Sewer Pipe Blockage Control  
Program for Food Service Establishments Annual Inspection Form**

**1. FSE Information**

Business Name: \_\_\_\_\_

Check if Business Name, Address, Phone, or Point-of-Contact has changed

Updates to Database: \_\_\_\_\_

\_\_\_\_\_

**2. Inspection Details**

Type of Inspection:  Routine  Follow-up

Inspector: \_\_\_\_\_

Inspection conducted with: \_\_\_\_\_

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_ Total Time \_\_\_\_\_

Type of Grease Control Device (GCD): Interceptor  Grease Trap  None

Other:

**A. Establishments without grease removal equipment:**

1. Is grease removal equipment required? Yes  No

2. Inventory of all plumbed fixtures and all cooking/warming equipment used during food preparation and/or clean-up procedures:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Establishments with grease removal equipment:**

1. Are all required plumbed fixtures connected to the grease removal equipment? (If not, list non-complying fixtures) Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Del Mar Sewer Pipe Blockage Control  
Program for Food Service Establishments Annual Inspection Form**

3. Inventory of fixtures connected to grease removal equipment / Required BMP Checklist.

Kitchen BMP	Compliant	Non-Compliant	Notes
Drain Screens			
Collect & Recycle Cooking Grease (Yellow Grease)			
Food Waste Disposal Scrape Excess Food			
Employee Training Log			
Dry Wipe/Dry Cleanup			
Proper Food Disposal			
Proper Grease Disposal			
Kitchen Signage			
Proper Disposal of Hood Cleaning Waste			
GCD FOG >25%?			

4. Take pictures of installed equipment.

**C. Inspector Recommendations:**

(Inform the contact at the establishment that inspection results will be issued in writing.)

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Date/Time

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date/Time

\_\_\_\_\_  
Signature of FSE Management

# **Appendix D**

## **FSE Public Educational Materials**



**Are there FROGs in your sewer line? YES!  
Fats, Roots, Oil & Grease!**



**Fats, Roots, Oils & Grease (FROGs)**, get into every sewer line, including the private line that connects your home or business to the public sewer system. FROGs block pipes, causing sewage to back up onto property, into the street, down the storm drains, and into the ocean. FROGs are the #1 cause of sewage spills that close our beaches.

What WE, the City of Del Mar, do to keep the public sewer system "FROG-free:"

We video inspect the public sewer lines periodically. We clean 100% of the public sewer lines annually.

We make repairs and improvements to prevent sewer spills.

What YOU can do to keep your private sewer line "FROG-free:" Don't put fats, oils, or grease down the drain.

Don't plant trees over your private sewer line.

Talk to a licensed plumber about inspecting & cleaning your line.

Call Public Works (858) 755-3294 to notify us when your line will be cleaned. Our crew will come the day it's cleaned to remove any debris that is pushed into the public sewer system.

**Clean Pipelines = Clean Ocean**

# No Wipes Down the Pipes!

**Even if a product says it is flushable....**

**Unless it is toilet paper, it should NOT be flushed!**

- Diapers (including cloth, cotton, disposable, or plastic)
- Flushable, disposable, cleaning, or baby wipes
- Paper towels, cloth towels, or any type of rag
- Feminine hygiene products
- Facial tissues



**Place items listed above in a trash can.**

**Flushing these items down toilets may plug sewers and cause RAW sewage to back up into YOUR HOME.**

Please call City of Del Mar Public Works with any questions:

(858) 755-3294





# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Karen Brindley, Planning and Community Development Director  
Matt Bator, AICP, Principal Planner  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Affordable Housing Regulatory Agreement with Watermark DM, L.P., an Arizona Limited Partnership, for the Watermark Del Mar Multi-unit Residential Development at 2250 San Dieguito Drive (APN: 299-100-51-00)

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt a Resolution (Attachment A) authorizing the City Manager to execute an Affordable Housing Regulatory Agreement (Regulatory Agreement) (Exhibit A to Attachment A) with Watermark DM, L.P., an Arizona limited partnership (Developer), restricting 10 of the 50 units in the approved Watermark Del Mar Project (Development) as long-term affordable housing.

## BACKGROUND:

On April 19, 2022, the City approved Administrative Coastal Development Permit (CDP) 21-005 for construction of a new 4-story, 48-foot high, 132,894 square foot, multi-unit residential development comprised of three residential levels above a podium parking garage. The project site consisted of two vacant lots at the southwest corner of Jimmy Durante Boulevard and San Dieguito Drive that have been consolidated into one legal lot through Boundary Adjustment BA22-001 for a total site size of 2.37 acres.

The project includes a Density Bonus for relief of development standards and consists of 50 units with an affordability component of 10 income restricted lower income units. The project is also subject to the City's Affordable Housing Ordinance (Chapter 24.21 of the Del Mar Municipal Code), the restricted units will also satisfy the requirements of the Affordable Housing Ordinance.

The City's administrative CDP approval was subsequently appealed to the California Coastal Commission (CCC), and in November 2023, they determined that no substantial issue existed with respect to the grounds on which the appeal had been filed and thus upheld the City of Del Mar's approval of CDP21-005.

---

## City Council Action:

The Developer has since been working to satisfy all conditions of the above-cited entitlements and complete processing of building permits in anticipation of commencing construction of the project. A condition of approval required the Developer to enter into a Regulatory Agreement with the City to secure the construction of the affordable units that are part of the project.

DISCUSSION/ANALYSIS:

Pursuant to Del Mar Municipal Code (DMMC) Chapter 30.90, an Applicant seeking a Density Bonus for a housing development shall enter into a Regulatory Agreement with the City to ensure the continued affordability of the affordable units pursuant to State Density Bonus Law. The Regulatory Agreement must be executed and recorded by the Applicant as a deed restriction against the project property to run with the land and be binding on all future owners and successors in interest of the property prior to issuance of building permits.

The Regulatory Agreement (Attachment B) was drafted by special counsel to the City, Goldfarb & Lipman, LLP, who have an expertise in affordable housing. A summary of the document's provisions include:

- The restricted (affordable) units will be deed restricted commencing from the time of initial certification for occupancy for a 55-year period and requires the Developer to make the affordable rental units available for occupancy and rented to income qualified households;
- Consistent with DMMC Section 24.21.030 and State Density Bonus Law, of the ten (10) restricted units to be provided, six (6) units are designated affordable in the "low" income category, two (2) units in the "very low" income category, and two (2) units in the "extremely low" income category;
- Restricted units will be reasonably dispersed throughout the Development (see Exhibit B of the Regulatory Agreement);
- Restricted units are required to be proportional in terms of the number and size of bedrooms to the market-rate units in the residential development and comparable in terms of size, design, materials, finished quality, and appearance, to the market-rate units in the Development;
- Restrictions against rental to persons or entities affiliated with the Developer, the property, or future property owners;
- Requirements for compliance with Fair Housing and Tenant Protection laws;
- Prohibition against Short Term Rentals;

- Household size limitations;
- Affordable rents and limitations on additional fees that can be charged to occupants of restricted and market-rate units;
- Provisions for the marketing and operations of the restricted units;
- Nondiscrimination provisions;
- Procedures for obtaining and certifying qualifying household income information;
- Requirements for annual income certification reporting to the City; and
- Property Management and Maintenance responsibilities

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the City Council related to this agenda item.

ENVIRONMENTAL STATUS:

The approval of the Regulatory Agreement does not qualify as the approval of a "project" subject to the California Environmental Quality Act (CEQA) because it will result in no physical effect on the environment, and is, therefore, exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c)(2),(3); 15378(a)).

ATTACHMENTS:

Attachment A – Resolution Authorizing the City Manager to Execute the Affordable Housing Regulatory Agreement

Exhibit A to Attachment A- Affordable Housing Regulatory Agreement

**RESOLUTION NO. 2026-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AFFORDABLE HOUSING REGULATORY AGREEMENT WITH WATERMARK DM L.P., AN ARIZONA LIMITED PARTNERSHIP, FOR THE WATERMARK DEL MAR MULTI-UNIT HOUSING DEVELOPMENT AT 2250 SAN DIEGUITO DRIVE (APN: 299-100-51-00)

WHEREAS, Watermark DM, L.P., an Arizona limited partnership (“Developer”) is the owner of vacant real property located at 2250 San Dieguito Drive (“Property”); and

WHEREAS, the Developer filed a verified application for Coastal Development Permit CDP21-005 and Boundary Adjustment BA22-001 for the construction of fifty (50) multi-unit residential “by-right” development with an affordability component of ten (10) income restricted units, associated garage, parking structures, and associated grading, landscaping and site improvements on a consolidated legal lot located in the Coastal Commission Appeals area (“Project”); and

WHEREAS, the project as proposed required and was granted approval of Density Bonus concessions and waivers in order to achieve 20-25 dwelling units per acre and inclusionary housing on the Property as required by the City of Del Mar 5th Cycle Housing Element Program 2G; and

WHEREAS, on April 19, 2022, Coastal Development Permit CDP21-005 and Boundary Adjustment BA22-001 were approved with conditions by the Director of Planning and Community Development, and the approval of CDP21-005 was subsequently appealed to the California Coastal Commission; and

WHEREAS, on November 17, 2023, the California Coastal Commission determined that no substantial issue existed with respect to the grounds on which the appeal had been filed, and thus upheld the City of Del Mar’s approval of CDP21-005; and

WHEREAS, Del Mar Municipal Code (DMMC) Chapter 30.90 requires that the Developer and the City enter into an affordable housing regulatory agreement (Regulatory Agreement’) to ensure the continued affordability of the Development’s ten (10) restricted units pursuant to State Density Bonus Law and to comply with the requirements of the City’s Affordable Housing Ordinance (Chapter 24.21 of the Del Mar Municipal Code); and

WHEREAS, approval of the Regulatory Agreement does not qualify as the approval of a “project” subject to the California Environmental Quality Act (CEQA) because it will result in no direct physical effect on the environment, and is, therefore, exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c)(2),(3); 15378(a)).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar, California hereby authorizes the City Manager to execute the Regulatory Agreement with Watermark DM, L.P., an Arizona limited partnership substantially in the form presented to the City Council and attached to this resolution as Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3<sup>rd</sup> day of March, 2026.

---

Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

---

Christina Cameron, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:  
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2<sup>nd</sup> day of April, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

Sarah Krietor, Administrative Services  
Manager/City Clerk  
City of Del Mar

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Del Mar  
City Clerk's Office  
1050 Camino Del Mar  
Del Mar, CA 92014

---

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

### **Regulatory Agreement and Declaration of Restrictive Covenants**

This Regulatory Agreement is recorded at the request and for the benefit of the City of Del Mar and is exempt from the payment of a recording fee pursuant to Government Code Sections 27383.

APN Nos. 299-100-51-00

This **Regulatory Agreement and Declaration of Restrictive Covenants ("Agreement")** is between Watermark DM, L.P., an Arizona limited partnership ("Property Owner") and the City of Del Mar, a municipal corporation ("City").

#### **RECITALS**

- A. Property Owner owns certain real property located at 2250 San Dieguito Drive, in the City of Del Mar, County of San Diego, California consisting of approximately 2.37 acres, or 103,282 square-feet of area (APN 299-100-51-00), and more specifically described in Exhibit A, attached hereto and incorporated herein by this reference ("Property").
- B. On April 19, 2022, the City Director of Planning and Community Development rendered its Decision on Administrative Coastal Development Permit CDP21-005 ("CDP") approving the Property Owner to construct a new 50-unit, 132,894 square-foot residential development with 10 units of deed restricted affordable housing.
- C. The CDP requires, consistent with Del Mar Municipal Code Section 24.21.030 and State Density Bonus Law, that of the ten (10) affordable units to be provided, six (6) units are to be designated affordable in the "low" income category, two (2) units in the "very low" income category, and two (2) units in the "extremely low" income category (collectively the "Restricted Units").
- D. The Property Owner and City pursuant to Del Mar Municipal Code section 24.21.050 desire to enter into this Agreement to set forth their agreement regarding the affordable housing

restrictions with respect to the residential units and to cause the affordable housing restrictions to run with the land during the Qualified Project Period, as herein defined.

- E. Pursuant to the City's Affordable Housing Ordinance (Chapter 24.21 of the Del Mar Municipal Code) and Density Bonus Ordinance (Chapter 30.90 of the Del Mar Municipal Code) and the State Density Bonus Law (Chapter 4.3 of Division 1 of Title 7 of the State Government Code), the City is requiring the Property Owner to enter into this Agreement, which shall be recorded against the Property to implement the CDP requirements with regard to the Development and to ensure that the Property will be used for the purpose approved by the City and that the Development will be maintained and operated in accordance with the City's conditions and restrictions concerning affordability, operation and maintenance.

NOW, THEREFORE, the Property Owner and City hereby agree as follows:

ARTICLE 1.  
DEFINITIONS

Section 1.1 Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in this Section 1.1:

(a) "Actual Household Size" means the actual number of persons in the applicable household, which shall be used to determine income eligibility.

(b) "Additional Fees" means fees charged by Owner to Residents for amenities and specifically excluded from Rent, including but not limited to: pet rent and deposits (subject to all accessibility and fair housing laws), clubhouse or common area exclusive temporary rental fees, Wi-Fi service fees, cable television services, telephone services, non-bicycle storage lockers, use of electrical vehicle charging stations, secured/enclosed parking garages, other than parking spaces that must be provided free of charge as required under Municipal Code Section 30.80.020.D, and package management services.

(c) "Adjusted Income" means the anticipated annual income of all persons who intend to reside in one residential Unit, calculated in the manner consistent with determinations of household income for low-income families by the California Department of Housing and Community Development, as calculated in accordance with 25 California Code of Regulations Section 6914. In the event that no such program exists, the City shall provide the Owner with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

(d) "Extremely Low Income Household" means an individual or household whose gross income is 30% or less of the Median Income for the Area, adjusted for household size computed pursuant to California Health and Safety Code sections 50079.5 and 50053, as may be amended, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(e) "Extremely Low Income Rent" means the rent permitted to be charged for an Extremely Low Income Unit pursuant to Section 2.2(a) below.

(f) "Extremely Low Income Unit" means the Units, which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(g) "HCD" means the State of California Department of Housing and Community Development.

(h) "Household Income" is the combined gross, pre-tax income of all adult occupants of the applicant household, as calculated using the guidelines provided 25 California Code of Regulations Section 6914.

(i) "Low Income Household" means an individual or household whose gross income is 80% or less of the Median Income for the Area, adjusted for household size computed pursuant to California Health and Safety Code sections 50079.5 and 50053, as may be amended, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(j) "Low Income Rent" means the maximum allowable rent for a Low Income Unit pursuant to Section 2.2(c) below.

(k) "Low Income Units" means the Units, which, pursuant to Section 2.1(c) below, are required to be occupied by Low Income Households.

(l) "Median Income for the Area" means the gross yearly median income for San Diego County adjusted for household size as most recently published by the California Department of Housing and Community Development. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, City shall provide the Property Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

(m) "Parties" means City and Property Owner.

(n) "Project" or "Development" means collectively the Property and the structures and related buildings, and other improvements located on the Property from time to time together with all fixtures and other property owned by the Property Owner and located on, or used in connection with, such buildings, structures, and other improvements.

(o) "Property" means the real property legally described in Exhibit A which is attached hereto and by this reference incorporated herein.

(p) "Qualified Project Period" or "Term" means the period beginning upon the certification of occupancy of the Restricted Units and ending on the date which is fifty-five (55) years after the beginning of the Qualified Project Period.

(q) "Qualified Household" means the individuals occupying the Restricted Units with Adjusted Income meeting the maximum qualifying income level, adjusted for Actual Household Size appropriate for the unit to be rented.

(r) "Regulatory Agreement" or "Agreement" means this Regulatory Agreement.

(s) "Rent" means the total of monthly payments by the Residents of a Restricted Unit for the following: (1) use and occupancy of the Restricted Unit and land and associated facilities, including but not limited to parking (which must be provided free of charge as required under Municipal Code Section 30.80.020.D, and other than for secured/enclosed parking garages spaces, must be of similar quality and equitable distribution by parking typology, subject to review and approval of a parking plan), bicycle storage (required under Municipal Code Section 30.80.030.C(4)(c)(iv)), and use of all common areas of the Development; (2) any separately charged fees or service charges assessed by Property Owner, which are required of all residents, other than security deposits and allowable Additional Fees; (3) an allowance for the cost of an adequate level of service for utilities paid by the Resident, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, consistent with the most updated and effective San Diego Housing Commission Allowance for Tenant-Furnished Utilities and other Services; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Property Owner, and paid by the Residents not exceeding the "affordable rent" as defined in Health and Safety Code Section 50053(b)(1)(D) for Low Income Households, Section 50053(b)(1)(C) for Very Low Income Households, and Section 50053(b)(1)(B) for Extremely Low Income Households, adjusted for household size appropriate for the unit.

(t) "Resident" means a tenant or other person who lawfully occupies a Restricted Unit.

(u) "Restricted Unit" or "Restricted Units" means the affordable units identified in the attached Exhibit B, incorporated herein by this reference, required to be rented to Qualified Households pursuant to the terms, covenants, and conditions of this Agreement.

(v) "Very Low Income Household" means an individual or household whose gross income is 50% or less of the Median Income for the Area, adjusted for household size computed pursuant to California Health and Safety Code sections 50079.5 and 50053, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(w) "Very Low Income Rent" means the rent permitted to be charged for a Very Low Income Unit pursuant to Section 2.2(b) below.

(x) "Very Low Income Units" means the Units, which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

## ARTICLE 2. AFFORDABILITY COVENANTS

Section 2.1 Occupancy Requirements. Property Owner shall ensure there are always ten (10) Restricted Units available and shall only rent Restricted Units to Qualified Households. The Units shall be occupied by Residents meeting the following income requirements:

(a) Extremely Low Income Units. Two (2) Units, including one (1) studio and one (1) one-bedroom Unit, which shall be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households.

(b) Very Low Income Units. Two (2) Units, including one (1) one-bedroom Unit and one (1) two-bedroom Unit, which shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(c) Low Income Units. Six (6) Units, including one (1) one-bedroom Unit, three (3) two-bedroom Units, and two (2) three-bedroom Units which shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

(d) Manager's Unit. The Property Owner shall at all times be responsible for continuing to meet State onsite manager unit requirements under 25 CCR Section 42. One (1) of the Restricted Units may be made available for designation as the manager's unit so long as the Property Owner ensures the manager meets income eligibility requirements and the lease for such Restricted Unit includes a provision that states that employment as the resident manager is not a condition of the tenancy and that the resident manager cannot be evicted from such Restricted Unit as a result of termination of employment. Furthermore, Property Owner agrees and acknowledges that if the onsite manager housed in a Restricted Unit is terminated from employment, the Property Owner must designate an alternative unit for a new resident onsite manager, which is not guaranteed to be one of the Restricted Units.

(e) Restriction on Rental to Affiliated Households. Except consistent with subsection (d), above, Property Owner shall not rent any Restricted Unit to Property Owner or any relative (by blood or marriage) of Property Owner or any person employed by Property Owner or of any individuals who are members, principals, executives, directors, partners, agents, or shareholders of Property Owner or in any entity having an ownership interest in Property Owner or in the Property, or to any pre-determined household. A "pre-determined household" is any household with a pre-existing relationship with Property Owner, such as a friend, associate, or any other household that has an existing relationship with Property Owner, or whose occupancy of the Restricted Unit would decrease its availability to the general public as intended by State of California housing law.

(f) Fair Housing. The Development shall be operated at all times in compliance with the provisions of: (1) the Unruh Act; (2) the California Fair Employment and Housing Act, (3) Section 504 of the Rehabilitation Act of 1973; (4) the United States Fair Housing Act, as amended, and (5) any other applicable law or regulation (including the Americans With Disabilities Act, to the extent applicable to the Development). Property Owner agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, and its council members, agents, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Property Owner's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

(g) Appearance and Maintenance of Restricted Units. The design, square footage, exterior appearance, and general quality of the Restricted Units shall be of good quality, compatible with those of the market rate units in the Development and consistent with the designs provided for the Project Approvals in compliance with Municipal Code Section 30.90.100. Interior Finishes and features of the Restricted Units may differ from those provided in the Market-Rate units, but shall be durable, of good quality, and consistent with functioning kitchen and bathrooms and other contemporary standards for new housing so long as the workmanship and products are not substandard or inferior in quality. Without limiting the forgoing, the Restricted Units shall include the following appliances and fixtures: refrigerator, washer, dryer, stove, microwave, and water heater. Owner shall allocate and assign parking spaces, bicycle storage, storage lockers, and other common area spaces reserved for use by individual Units to the Restricted Units on the same basis as for the Market Rate Units, and Residents of the Restricted Units shall have equal access to the Project's common areas as is given to the residents of the Market Rate Units. Other than Additional Fees, any fee charged for use of non-exclusive common areas or for spaces reserved for individual Units shall be included in the Resident's Rent.

(h) Owner shall provide Restricted Units disbursed throughout the Project in the location(s) shown on the Site Map attached hereto as Exhibit B, incorporated herein by this reference.

(i) All Restricted Units shall be protected under the California Tenant Protection Act of 2019 (AB 1482, commencing at Civil Code 1946.2).

Section 2.2 Allowable Rents. The Rent for each Restricted Unit shall be determined based upon income limits that do not exceed those applicable to San Diego County as published annually by the Department of Housing and Community Development under Title 25 of the California Code of Regulations, Section 6932 (or successor provision), adjusted for Assumed Household Size.

(a) Extremely Low Income Rent. Subject to Section 2.3 below, the monthly Rent charged to Residents of the Extremely Low Income Units shall not exceed one-twelfth ( $1/12^{\text{th}}$ ) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to Section 2.3 below, the monthly Rent charged to Residents of the Very Low Income Units shall not exceed one-twelfth ( $1/12^{\text{th}}$ ) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area, adjusted for Assumed Household Size.

(c) Low Income Rent. Subject to Section 2.3 below, the monthly Rent charged to Residents of the Low Income Units shall not exceed one-twelfth ( $1/12^{\text{th}}$ ) of thirty percent (30%) of sixty percent (60%) of Median Income for the Area, adjusted Assumed Household Size.

(d) Assumed Household Size. Occupancy of the Restricted Units shall be appropriate to the number of bedrooms in the Restricted Unit. As a general rule and policy, an appropriately sized household is no less than one person per bedroom, unless a reasonable accommodation must be made under federal or state fair housing laws in conformance with HUD

guidelines set forth in FR Doc. 98–33568, published on December 18, 1998 at 63 FR 70256–70257 --Fair Housing Enforcement— Occupancy Standards; Notice of Statement of Policy. In calculating the allowable Rent for the Units, the following "Assumed Household Sizes" shall be determined pursuant to the terms of Health and Safety Code Section 50052.5(h):

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
Studio	1
One	2
Two	3
Three	4

(e) The initial rent for the Restricted Unit shall be approved by the City prior to occupancy based on the HCD published allowable rents. All Rent increases shall also be subject to approval by the City. The City shall provide the Property Owner with a schedule of permissible maximum Extremely Low Income Rents, Very Low Income Rents, and Low Income Rents for the succeeding year. Under no circumstance may Property Owner raise rents above the permissible maximum rents as allowed under the annual rent schedule published by HCD.

(f) No Additional Fees. The Owner must at all times comply with Municipal Code Section 24.21.060(A)(4), which requires the Owner to provide the Residents of Restricted Units be permitted the same access to common entrances, common areas, parking, amenities, and recreational facilities as the occupants of the market-rate units in the development. Other than Additional Fees, the Owner shall not charge any fee, other than Rent, and pet deposit associated with reasonable accommodation requests, cleaning fees and repayment plan servicing fees, to the Resident of the Restricted Rental Units for any housing or other services or costs provided by the Owner or any other third party. In addition, if Owner charges any fees or requires Residents to procure any insurance, the cost of such fees or insurance must be deducted from the amount charged as the affordable Rent for the applicable Restricted Unit. Nothing herein shall prevent Owner from establishing charges for defaults by Residents, so long as such fees are not prohibited under by any applicable state or federal laws.

Section 2.3 Increased Income of Residents.

(a) Change of Income for Extremely Low Income Household. If, upon recertification of a Resident's income, the Property Owner determines that a former Extremely Low Income Household's Adjusted Income has increased and exceeds the qualifying income for an Extremely Low Income Household, but does not exceed the qualifying limit for a Very Low Income Household, or Low Income Household, then, upon expiration of the Resident's lease:

(1) Such Resident's Unit may be considered a Very Low Income Unit, Low Income Unit, as applicable;

(2) Such Resident's Rent may be increased to a Very Low Income Rent, a Low Income Rent, as applicable, upon sixty (60) days written notice to the Resident and subject to the requirements under Civil Code Section 1947.12; and

(3) The Property Owner shall rent the next available comparable Unit to an Extremely Low Income Household at an Extremely Low Income Rent to meet the requirements of Section 2.1.

(b) Change in Income for Very Low Income Household. If, upon recertification of a Resident's income, the Property Owner determines that a former Very Low Income Household's Adjusted Income has increased and exceeds the qualifying income for a Very Low Income Household, but does not exceed the qualifying limit for a Low Income Household, then, upon expiration of the Resident's lease:

(1) Such Resident's Unit may be considered a Low Income Unit;

(2) Such Resident's Rent may be increased to a Low Income Rent, upon sixty (60) days written notice to the Resident and subject to the requirements under Civil Code Section 1947.12; and

(3) The Property Owner shall rent the next available comparable Low-Income Unit to a Very Low Income Household at a Very Low Income Rent to meet the requirements of Section 2.1.

(c) Change in Income to Non-Qualifying Household. If, upon recertification of the income of a Resident, the Property Owner determines that a former Extremely Low Income Household, Very Low Income Household, or Low Income Household has an Adjusted Income exceeding the maximum qualifying income for a Low Income Household, such Resident shall be permitted to continue occupying the Unit and upon expiration of the Resident's lease and upon sixty (60) days written notice and subject to the requirements under Civil Code Section 1947.12, the Resident may continue to reside in the Unit and the Rent may be increased to the lesser of one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of actual Adjusted Income of the Resident, or fair market rent and the Property Owner shall rent the next available comparable Restricted Unit to an Extremely Low Income Household, Very Low Income Household, or Low Income Household to meet the requirements of Section 2.1 above.

(d) Termination of Occupancy. Upon termination of occupancy of a Restricted Unit by a Resident, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Extremely Low Income Household, Very Low Income Household, or Low Income Household) as the income level of the vacating Resident, until such Unit is reoccupied, at which time the income character of the Restricted Unit (e.g., Extremely Low Income Unit, Very Low Income Unit, or Low Income) shall be redetermined. In any event, Property Owner shall maintain the occupancy requirements set forth in Section 2.1 above.

Section 2.4 Restriction on Use. During the term of this Agreement, the Property and the Restricted Units shall be utilized for residential use only in accordance with applicable local ordinances and regulations; any commercial use or transient habitation (of less than thirty days) is specifically prohibited. All Residents of Restricted Units must occupy the Restricted Unit as their primary and sole residence. The Development shall be subject to all applicable City ordinances.

Section 2.5 Marketing Units.

(a) The Property Owner shall market the Restricted Unit to eligible households at rents required by Section 2.2, in compliance with the marketing and management plans reasonably approved in advance by the City and consistent with this Agreement and the City's Affordable Housing Ordinance and Density Bonus Law.

(b) Marketing Plan for Restricted Units. Within 90 days of commencement of Development construction, the Property Owner shall prepare and submit for City approval an initial marketing plan for the Restricted Units. The marketing plan must include, among other items, descriptions of how the availability of the Restricted Units shall be advertised, how applications shall be accepted, the amount of fees to be charged under Civil Code Section 1950.6, and applicants ranked and qualified, a draft application form, procedures for complying with fair housing laws, and a tentative timeline including an application deadline and milestones for tenant selection. The marketing plan will include procedures to affirmatively market the Restricted Units in a manner that will further fair housing. The marketing plan will provide for and the Property Owner will market the rental of the Restricted Units in languages other than English as recommended by City. The Property Owner, at a minimum, shall provide marketing in Spanish, or in the languages other than English deemed necessary to effectively communicate with community members from target populations with limited English proficiency, as such may be amended from time to time. The earlier of (1) one hundred twenty (120) days prior to completion of construction; or (2) sixty (60) days prior to marketing the Units in the Development, the Property Owner shall provide any necessary updates to the marketing plan. The marketing plan shall require that the Property Owner or its designee shall advertise the availability of the Restricted Units for a minimum of two consecutive weeks. Property Owner may employ marketing methods in accordance with industry standards and ensure that advertising includes news or media outlets that are of general circulation to the residents of the County of San Diego and City of Del Mar. Property Owner acknowledges and agrees the City may also advertise the Restricted Units and provide contact information to interested households. Property Owner shall not begin the selection process until after the two-week advertising period has ended. Property Owner or its designee shall maintain a record of all interested households and applications, and shall provide such documentation to City upon request. Property Owner will immediately inform City of any disqualification protest concerning a potential tenant's eligibility.

(c) To the extent permitted and required by applicable law including fair housing laws, and unless prohibited by the regulations of HCD or HUD, Property Owner shall grant a preference in rental of the Restricted Units to otherwise Qualified Households: (1) displaced by activity of the City or a City affiliated entity, the City's code enforcement activities, or as provided in Health and Safety Code Section 33411.3. The preferences set forth in the immediately preceding sentence are required by law.

(d) Should City refer such a Qualified Household(s) to Property Owner, Property Owner shall rent the next available Restricted Unit to the Qualified Household(s) irrespective of waiting lists if the household is otherwise eligible for occupancy in the Restricted Unit. The preferences stated in this section apply to the rentals of Restricted Units in the Development throughout the Term.

Section 2.6 Nondiscrimination Covenant.

(a) Property Owner shall comply with all applicable State, Federal and local laws, including but not limited to the Americans with Disabilities Act, Fair Housing Act and California Fair Employment and Housing Act and shall not discriminate against any prospective tenant on the basis of race, color, religion, sex, national origin, familial status, disability, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of that person or any other status protected under State and Federal fair housing laws.

(b) All of the Restricted Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Property Owner shall not give preference to any particular class or group of persons in renting the Restricted Units, except to the extent that the Units are required to be leased to Extremely Low Income Households, Very Low Income Households, or Low Income Households. All deeds, leases or contracts made or entered into by Property Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(c) The Property Owner shall not discriminate against any applicants for tenancy on the basis of source of income or rent payment (for example, without limitation, Temporary Assistance for Needy Families (TANF) or Section 8), and the Property Owner shall consider a prospective Resident's previous rent history of at least one (1) year, or such other time period the Property Owner deems reasonable, as evidence of the prospective Resident's ability to pay the applicable Rent. Notwithstanding the foregoing, evidence of the prospective Resident's ability to pay the applicable Rent shall be deemed to have been demonstrated if the prospective Resident can document that the prospective Resident's gross income is at least two (2) times the prospective rent. The Property Owner, in the reasonable exercise of its discretion, may waive the requirement that the prospective Resident's gross income equal at least two (2) times the prospective rent, and admit prospective Residents with lower gross incomes.

(d) The provisions of this Section shall run with the land and, to the extent reflective of applicable law beyond the Qualified Project Period, survive termination of this Agreement.

Section 2.7 Lease Provisions. The Property Owner shall include in leases for all Units provisions which authorize the Property Owner to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's qualification as an Extremely Low Income Household, Very Low Income Household, or Low Income Household, as applicable. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits for an Extremely Low Income Household, Very Low Income Household, or Low Income Household, as applicable, such household's Rent may be subject to increase.

Section 2.8 Condominium Conversions. The conversion of a unit to condominium ownership shall require City Council approval of a Tentative Subdivision Map conditioned to ensure that: (a) the Restricted Units remain income restricted; (b) existing Residents are not

displaced during the course of their lease or rental agreement; and (c) that such Residents are granted a first right of refusal and that their economic rights are protected.

Section 2.9 Units Available to the Disabled. Property Owner shall construct the Development consistent with approved Building Permit requirements and in compliance with all applicable federal and state disabled persons accessibility requirements including the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, and Title 24 of the California Code of Regulations.

### ARTICLE 3. INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Property Owner will obtain, and complete, as a condition to initial occupancy and maintain on file annually thereafter, income certifications from each Resident renting any of the Restricted Units. The Property Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household (for all adults age eighteen (18) or older) in an income certification is accurate by obtaining an income tax return for the three most recent tax years, (or if no such tax return has been filed, another form of independent verification acceptable to the City) and one or more third party verifications of income including but not limited to: (1) one month's pay stub for the most recent pay period; (2) an income verification form from the applicant's current employer; (3) an income verification form from the Social Security Administration and/or the California Department of Social Services if the eligible applicant receives assistance from either of such agencies; or (4) unemployment benefits; (5) profit and loss statement; (6) benefit statement; and (7) asset statement. .

Section 3.2 Annual Report to City. The Property Owner shall submit to the City: (a) not later than the sixtieth (60th) day after the close of each calendar year, or such other date as may be requested by the City, a statistical report, in a form acceptable to the City, including income and rent data for all Restricted Units and an assessment of compliance with the approved Management Plan, and an evaluation of the Management Agent. The Annual Report shall, at a minimum, include the following most recent information for each Restricted Units in the Project, but is not limited to: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in each unit; (vi) total gross household income of residents; (vii) documentation of source of household income; (viii) lease commencement and termination dates, (ix) initial move-in date, and (x) Copies of annual Resident Household Income certifications shall be provided to the City for review, along with the information required by Section 3.1 any other information or completed forms requested by the City.

Section 3.3 Additional Information. Within fifteen (15) days after receipt of a written request, the Property Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of the Property Owner which pertain to the Restricted Units of the Development and applicable common use areas.

Section 3.4 Records and Audits.

(a) The Property Owner shall maintain at the Development, or elsewhere with the City's written consent, complete, accurate and current records, books and accounts pertaining solely to the Restricted Units and applicable common areas, and shall permit any duly authorized representative of the City to inspect records, including but not limited to records pertaining to income and household size of Residents, Rent charged Residents and affirmative marketing requirements. All Resident lists, applications and waiting lists relating to the Restricted Units shall at all times be kept separate and identifiable from any other business of the Property Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Property Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Restricted Units for a period of at least five (5) years.

(b) The City shall notify Property Owner of any records it deems insufficient. Property Owner shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Property Owner shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(c) In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Property Owner's books, records (including tenant files), and accounts pertaining solely to the Restricted Units. Such audit shall be conducted during normal business hours at the principal place of business of Property Owner and other places where records are kept. Upon an event of default under this Agreement, the City or any designated agent or employee of the City shall be entitled to audit all of Property Owner's books, records (including Restricted Unit Resident files only), and accounts pertaining solely to the Restricted Units and applicable common areas, with the Property Owner's review limited to factors reasonably determined by the City to ascertain compliance pertaining the Restricted Unit in compliance with the City's Affordable Housing Ordinance and all other applicable laws.

Section 3.5 On-site Inspection. The City shall have the right to perform an on-site inspection of the Development at least one (1) time per year upon forty-eight hours (48) prior notice, which inspection shall focus on ensuring compliance with the terms of this Agreement. The Property Owner agrees to cooperate in such inspection.

Section 3.6 Monitoring and Compliance Fee. In connection with this Agreement, City shall have the right to charge Property Owner a monitoring and compliance fees as set forth in City's master fee schedule. The terms of this Section 3.6 shall not apply to the extent the Development meets the exception set forth in Government Code Section 65915.3, such determination to be made by the City.

Section 3.7 Lease Termination. Any termination of a lease of a Restricted Unit (other than for a default by the Resident) or refusal to renew must be in conformance with California Civil Code Section 1946.2 and 1946.1(b) and preceded by not less than sixty (60) days written notice to the Resident by Owner specifying the grounds for the action or such other periods

specified under Section 1946.2. Any termination of a lease for a default of the Resident shall be in accordance with applicable law.

ARTICLE 4.  
OPERATION OF THE RESTRICTED UNITS AND DEVELOPMENT

Section 4.1 Residential Use. The Development shall be operated only for residential use. No part of the Development shall be operated as transient housing in which the term of Resident occupancy is less than thirty (30) days.

Section 4.2 Taxes and Assessments. The Property Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Development; provided, however, that the Property Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Property Owner exercises its right to contest any tax, assessment, or charge against it, the Property Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.3 Section 8 Certificate Holders. The Property Owner will accept as residents, on the same basis as all other prospective residents, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Property Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective residents, nor shall the Property Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Residents. In determining a Section 8 certificate or voucher holders ability to pay rent, the Property Owner shall determine the prospective Residents ability to make only the prospective Resident's portion of the rent.

Section 4.4 Notice of Litigation. Property Owner shall promptly notify the City in writing of any litigation materially affecting the Development, the Property Owner or the Restricted Units and of any claims or disputes that involve a material risk of such litigation.

Section 4.5 Lease Termination. Any termination of a lease of a Restricted Unit (other than for a default by the Resident) or refusal to renew must be preceded by not less than sixty (60) days written notice, and subject to the requirements under Civil Code Section 1947.12, to the Resident by Property Owner specifying the grounds for the action. Any termination of a lease for a default of the Resident shall be in accordance with applicable law.

ARTICLE 5.  
PROPERTY MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities. The Property Owner is responsible for all management functions with respect to the Development, including without limitation the selection

of residents, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, and reasonable replacement of capital items, and security. The City shall have no responsibility over management of the Development. The Property Owner shall retain a professional property management company, approved by the City in its reasonable discretion, to perform its management duties hereunder. It shall not be deemed unreasonable if the City disapproves a management agent for failure to meet the requirements set forth in Section 5.2, below. A resident manager shall also be required. The Property Owner shall submit to the City for approval an initial proposed "Management Plan" no later than six (6) months after the commencement of construction of the Development. The City shall reasonably approve or disapprove (with written explanation for disapproval) of the proposed management plan by notifying the Property Owner in writing within sixty (60) days of the date of submission to the City. The Property Owner shall for the entire Term of this Agreement ensure that the management company has demonstrated experience and ability in operating and managing similar mixed-income housing projects in the State of California and not less than two (2) years' experience with Resident income certification procedures outlined in Article 3 or similar experience.

Section 5.2 Management Agent; Periodic Reports. The Development shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Property Owner shall for the entire Term of this Agreement ensure the Management Agent of the Development has demonstrated experience and ability in operating and managing similar mixed-income housing projects in the State of California, and not less than two (2) years' experience with Resident income certification procedures outlined in Article 3 or similar experience. The Property Owner shall contract with a new Management Agent or subcontract with a Management Agent that: (a) is a California corporation or company or is a corporation or company that is authorized to do business in California whose primary business purpose includes operation and management of mixed-income or affordable multifamily housing, or an affiliate thereof; (b) has not less than two (2) years' experience in owning, operating or managing mixed-income or affordable housing projects in San Diego or Southern California; and (c) the proposed Management Agent has no record of uncured defaults, maintenance problems, housing or building code violations, or substantiated fair housing complaints at properties it owns or operates. The Property Owner shall submit for the City's reasonable approval the identity of any proposed Management Agent and on-site resident manager. The Property Owner shall provide the City with the name of the Managing Agent and submit such additional information about the background, experience, and financial condition of any proposed Management Agent and on-site resident manager as is reasonably necessary for the City to determine whether the proposed Management Agent or on-site resident manager meets the standard for a qualified Management Agent or on-site resident manager set forth above. If the City reasonably determines the proposed Management Agent or on-site resident manager does not meet the standard for a qualified Management Agent or on-site resident manager set forth above, the City shall disapprove the proposed Management Agent or on-site resident manager by notifying the Property Owner in writing. Unless the proposed Management Agent or on-site resident manager is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved and no further action by the Property Owner shall be required. The parties agree and acknowledge that the City will have the right to disapprove a proposed Management Agent based on any of the

following: uncured defaults, ongoing or repeated maintenance problems, housing or building code violations, and/or substantiated fair housing complaints at properties it owns or operates.

Section 5.3 Performance Review. In addition to the reporting requirements under Section 5.2 above, the City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by the City) review of the management practices and financial status of the Restricted Units. The purpose of each periodic review will be to enable the City to determine if the Restricted Units are being operated and managed in accordance with the requirements and standards of this Agreement. The Property Owner shall cooperate with the City in such reviews.

Section 5.4 Replacement of Management Agent or On-Site Resident Manager.

(a) If, as a result of a periodic review, the City determines, in its reasonable judgment, that the Restricted Units are not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to the Property Owner of its intention to cause replacement of the Management Agent or on-site resident manager, including the reasons therefor. Within fifteen (15) days of receipt by Property Owner of such written notice, City staff and the Property Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development. If, after a reasonable period as determined by the City (not to exceed sixty (60) days after the meeting between the City and the Property Owner), the City determines that the Property Owner is not operating and managing the Development in accordance with the material requirements and standards of this Agreement, the City may require replacement of the Management Agent or on-site resident manager.

(b) If, after the above procedure, the City requires in writing the replacement of the Management Agent or on-site resident manager, the Property Owner shall promptly dismiss the then Management Agent or on-site resident manager within sixty (60) days' notice, and shall appoint as the Management Agent or on-site resident manager a person or entity meeting the standards for a Management Agent or on-site resident manager set forth in Section 5.2 above and reasonably approved by the City pursuant to Section 5.2 above. The City shall have the right to review and inspect documents related to the management and operation of the Restricted Unit. The then acting Management Agent will have a period of thirty (30) days to address any deficiencies identified by the City. If, after initial meeting or after the sixty (60) day cure period runs (commencing from the date of the deficiency notice), the City staff recommends in writing to the Property Owner for the replacement of the Management Agent solely for the Restricted Units, the Property Owner shall identify a replacement Management Agent or a subcontract the Management Agent duties for the Restricted Unit, to a person or entity meeting the standards set forth in Section 5.2(a) above and subject to the City's reasonable approval pursuant to Section 5.2 above.

(c) If, after the above procedure, the City requires in writing the replacement of the Management Agent or on-site resident manager, the Property Owner shall promptly dismiss the then Management Agent or on-site resident manager within thirty (30) days notice, and shall appoint as the Management Agent or on-site resident manager a person or entity meeting the standards for a Management Agent or on-site resident manager set forth in Section 5.2 above and reasonably approved by the City pursuant to Section 5.2 above.

(d) Any contract for the operation or management of the Development entered into by the Property Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent or on-site resident manager in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.5, below.

Section 5.5 Maintenance Requirements.

(a) The Property Owner agrees, for the entire Term of this Agreement, to reasonably maintain all interior and exterior improvements, including landscaping, on the Development in good condition and repair (and, as to landscaping, in a healthy condition), normal wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

(1) Landscaping. The Property Owner agrees to have reasonable landscape maintenance performed at least every other week, including replacement of dead or diseased plants with comparable plants. Property Owner agrees to adequately water the landscaping on the Development in compliance with City policies, but subject to state or local restrictions on water usage. No improperly maintained landscaping on the Development shall be visible from public streets and/or rights of way.

(2) Yard Area. No yard areas on the Development shall be left unmaintained, including:

(A) broken or discarded furniture, appliances and other, household equipment stored in yard areas for a period exceeding one (1) week;

(B) packing boxes, lumber, trash, dirt and other debris in areas visible from public improvements or neighboring properties; and

(C) vehicles parked or stored in other than approved parking areas.

(3) Building. No buildings located on the Development may be left in an unmaintained condition so that any of the following exist:

(A) violations of state law, uniform codes, or City ordinances;

(B) conditions that constitute an unsightly appearance that detracts from the aesthetics or value of the Development or constitutes a private or public nuisance;

(C) broken windows;

(D) graffiti (must be removed within seventy-two (72) hours);  
and

(E) conditions constituting hazards and/or inviting trespassers, or malicious mischief.

(4) Sidewalks. The Property Owner shall maintain, repair, and replace as necessary all private sidewalks adjacent to the Development.

(b) In the event that the Property Owner breaches any of the covenants contained in this Section, and such default continues for a period of seven (7) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Development and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Development and perform all acts and work necessary to protect, maintain, and preserve the Improvements and landscaped areas on the Development, and to attach a lien on the Development, or to assess the Development, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Property Owner to the City upon demand.

#### ARTICLE 6. MISCELLANEOUS

Section 6.1 Notice of Expiration of Term. To the extent applicable, prior to the termination of the Term, the Property Owner shall provide all required notices to Residents of the Restricted Units (and other required parties) in compliance with the requirements of Government Code Section 65863.10, Section 65863.11 and 65863.13, or successor statutes. The Property Owner shall also file a copy of any notices sent by the Property Owner pursuant to this Section with the City Manager.

Section 6.2 Sale or Transfer of the Project.

(a) Property Owner hereby covenants and agrees to promptly notify City if it sells, transfers, or otherwise disposes of the Property or the Project. Each transferee shall expressly assume all applicable obligations of Property Owner imposed by this Agreement. Notwithstanding anything herein to the contrary this section shall not apply to a foreclosure under any construction or permanent financing related to the construction, development, or operation of the Project.

(b) Other than renting or leasing to a Qualified Household, Property Owner shall not sell, transfer, allow the possession of, and/or dispose of any Restricted Unit to any person and/or entity, unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Property Owner's obligations under this Agreement, on a form reasonably acceptable to City. Upon transfer contemplated hereby, and upon the transferee's express written assumption, the transferor shall be released from, and City shall look solely to the transferee for, the performance of any and all obligations under this Agreement. Any purchaser of the Restricted Unit(s) shall be, and must agree in writing to be, bound by the terms of this Agreement.

Section 6.3 Term.

This Agreement and all and each of the provisions hereto shall become effective upon its execution and delivery, shall remain in full force and effect for a period of fifty-five (55) years from the date of issuance of certificate of occupancy for the last of the Restricted Units.

Section 6.4 Covenants to Run with the Land.

(a) All conditions, covenants, and restrictions contained in this Agreement shall be covenants running with the land through Termination of the Term, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by City, its successors and assigns, against Property Owner, its successors and assigns, to or of the Project or any portion thereof or any interest therein, and any party in possession or occupancy of said Project or portion thereof.

(b) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the Agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire Term during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any action at law or suit in equity or other proper proceedings to enforce the curing of such breach of Agreement or covenant.

(c) City and its successors and assigns, and Property Owner and the permitted successors and assigns of Property Owner in and to all or any part of the fee title to the Project shall jointly have the right upon written agreement signed by both Parties to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Agreement without the consent of any Resident, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Project. The covenants contained in this Agreement, without regard to technical classification shall not benefit or be enforceable by any owner of any other real property within or outside the Project, or any person or entity having any interest in any other such realty.

(d) No breach of any of the provisions of this Agreement shall impair, defeat, or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Property or the Project or any portion thereof.

Section 6.5 Burden and Benefit. CITY AND PROPERTY OWNER HEREBY DECLARE THEIR UNDERSTANDING AND INTENT THAT THE BURDEN OF THE COVENANTS SET FORTH HEREIN TOUCH AND CONCERN THE PROPERTY THROUGHOUT THE TERM AND THE PROJECT IN THAT PROPERTY OWNER'S

LEGAL INTEREST IN THE PROJECT MAY BE RENDERED LESS VALUABLE THEREBY. CITY AND PROPERTY OWNER HEREBY FURTHER DECLARE THEIR UNDERSTANDING AND INTENT THAT THE BENEFIT OF SUCH COVENANTS TOUCHING AND CONCERNING THE LAND IS THE ENHANCEMENT AND INCREASED ENJOYMENT AND USE OF THE PROJECT BY QUALIFIED HOUSEHOLDS, THE INTENDED BENEFICIARIES OF SUCH COVENANTS, RESERVATIONS, AND RESTRICTIONS, AND BY THE FURTHERING OF PUBLIC PURPOSES FOR WHICH THE ENTITLEMENTS WERE APPROVED.

Section 6.6 Uniformity; Common Plan. THE COVENANTS, RESERVATIONS AND RESTRICTIONS HEREOF SHALL APPLY UNIFORMLY TO THE ENTIRE PROJECT TO ESTABLISH AND CARRY OUT A COMMON PLAN FOR THE USE, DEVELOPMENT, AND IMPROVEMENT OF THE PROJECT THROUGHOUT THE TERM.

Section 6.7 Default. Each of the following shall constitute an "event of default" by property owner under this Agreement:

(a) Non-Monetary Failure to Perform. If, as part of developing the Project, Property Owner fails to construct the Restricted Units or otherwise fails to timely perform, comply with, or observe any of the terms, covenants, or conditions of this Agreement (other than those provisions elsewhere referred to in this Section 6) and such failure continues uncured or without Property Owner commencing to diligently cure for thirty (30) days after notice thereof in writing is given by City to Property Owner; provided if Property Owner has commenced cure but cannot complete such cure reasonably within 30 days. Property Owner shall have 90 days from the date of notice to cure such failure without such failure constituting an event of default.

(b) Voluntary Suspension. The voluntary suspension of Property Owner business or the dissolution or termination of the partnership (if any) constituting Property Owner;

(c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (a) adjudging Property Owner to be bankrupt or insolvent, (b) approving as properly filed a petition seeking reorganization of Property Owner or seeking any arrangement for Property Owner under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (c) appointing a receiver, trustee, liquidator, or assignee of Property Owner in bankruptcy or insolvency or for any of their properties, or (d) directing the winding up or liquidation of Property Owner, if any such decree or order described in clauses (a) to (d), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period is permitted for cure under any mortgage on the Property, in which event such lesser time period will apply under this subsection 6(c) as well; or borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (a) to (c), inclusive.

Section 6.8 Remedies. The occurrence of any Event of Default shall, either at the option of City or automatically where so specified, give City the right to proceed with any and all remedies set forth in this Agreement or otherwise available at law or in equity or by statute (and all of City's rights and remedies shall be cumulative), including but not limited to the following:

(a) Specific Performance. City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Property Owner to perform its obligations and covenants under this Agreement and/or to enjoin acts on things, which may be unlawful, or in violation of the provisions of this Agreement.

(b) Remedies Cumulative. No right, power, or remedy given to City by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to City by the terms of any such instrument, or by any statute or otherwise against Property Owner and any other person. Neither the failure nor any delay on the part of City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by City of any such right or remedy preclude any other or further exercise of such right or remedy.

(c) Waiver of Terms and Conditions. No waiver of any default or breach by Property Owner hereunder shall be implied from any omission by City to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by City to or of any act by Property Owner requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement nor shall it invalidate any act done pursuant to notice of default or prejudice City in the exercise of any right, power, or remedy hereunder unless in the exercise of any such right, power, or remedy all obligations of Property Owner to City have been satisfied.

Section 6.9 Recording and Filing. THE PROPERTY OWNER AND CITY SHALL CAUSE THIS AGREEMENT, AND ALL AMENDMENTS AND SUPPLEMENTS HERETO AND THERETO, TO BE RECORDED AND FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF SAN DIEGO AND IN SUCH OTHER PLACES AS CITY MAY REASONABLY REQUEST. THE PROPERTY OWNER SHALL PAY ALL FEES AND CHARGES INCURRED IN CONNECTION WITH ANY SUCH RECORDING.

Section 6.10 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the North County of San Diego, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The Parties waive all provisions of law providing for a change of venue in any proceeding to any other county.

Section 6.11 Amendments. This Agreement shall be amended only by a written instrument executed by the Parties hereto, or their successors in title and duly recorded in the real property records of the County of San Diego.

Section 6.12 Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the Parties hereto:

If to City, to:                   City of Del Mar City Hall  
1050 Camino Del Mar  
Del Mar, CA 92014  
Attn: City Manager  
Telephone: (858) 755-9313  
Facsimile: (858) 755-2794

With Copies to:               Christina Cameron, City Attorney  
Devaney Pate Morris & Cameron LLP  
402 W. Broadway, Suite 1300  
San Diego, CA 92101  
Telephone: (619) 354-5030  
Facsimile: (619) 354-5035

If to Property Owner,  
to:                               Watermark DM, L.P.  
c/o Kitchell Development Company  
Attn. Robert Schramm, President  
1707 E. Highland Ave, Suite 100  
Phoenix, AZ 85016

With Copies to:               Watermark DM, L.P.  
c/o Kitchell Development Company  
Attn.: Michael Seiber  
9909 Mira Mesa Blvd., Suite 300  
San Diego, CA 92131

Marco A. Gonzalez  
Coast Law Group LLP  
1140 S. Coast Highway 101  
Encinitas, CA 92024

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Notice shall be deemed given three business days after the date of mailing.

Section 6.13 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 6.14 Indemnity. To the fullest extent permitted by law, excepting as relates to acts of gross negligence or willful misconduct by an Indemnified Party, the Property Owner agrees to indemnify, hold harmless and defend City and its elected officials, officers, governing members, employees, attorneys and agents (collectively, the "Indemnified Parties" ), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses of any and every conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject to under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(a) This Agreement or the execution or amendment thereof in connection with the transactions contemplated thereby;

(b) Property Owner's ownership or operation of the Property and the Project or any act or omission of the Property Owner or any of its agents, contractors, servants, employees or licensees in connection with the Property and the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation, operation or rehabilitation of, the Project or any part thereof;

(c) Any lien or charge upon payments by the Property Owner to the County, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the County in respect of any portion of the Project;

(d) Any violation of any environmental law, rule, or regulation with respect to, or the release of any toxic substance from, the Property or the Project or any part thereof;

(e) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Property Owner that City relied upon in entering into this Agreement; except to the extent such damages are caused by the negligence or misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Property Owner, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment and payment for counsel selected by the Indemnified Party, and shall assume the payment of all reasonable expenses related thereto, with full power to litigate, compromise or settle the same; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement.

Section 6.15 Time. Time is of the essence in this Agreement.

Section 6.16 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.17 Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 6.18 Construction. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, words imparting persons shall include firms, associations, partnerships and corporations, and words of either gender shall include the other gender.

Section 6.19 Waiver of Jury Trial. Unless prohibited by Federal, State or local laws, each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under any Loan Document or in any way connected with or related or incidental to the dealings of the Parties hereto or any of them with respect to this Agreement, or the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury.

Section 6.20 Non liability. By accepting or approving anything required to be performed or given to City under this Agreement, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

Section 6.21 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of City to Property Owner, or any claim by Property Owner against City, in connection with this Agreement or otherwise, Property Owner hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Property Owner's obligations under this Agreement or (b) to claim that the existence of any such obligation, liability or claim excuses the nonperformance by Property Owner of any of its obligations under this Agreement.

Section 6.22 Revival of Agreement after Foreclosure. This Agreement shall be revived according to its original terms if, during the original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or the Property.

Section 6.23 Subordination. The City has no intent or obligation to subordinate this Agreement to any future financing or deeds of trust.

Section 6.24 Action and Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager or the City Manager's designee determine in their discretion that such action or approval requires referral to City Council for consideration.

Section 6.25 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

Section 6.26 Assignment by the City. The City may assign its rights and obligations under this Agreement to any instrumentality of the City or other public entity without the consent of, but upon prior written notice to, the Property Owners.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PROPERTY OWNER:

Watermark DM, L.P.,  
an Arizona limited partnership

By: Watermark Del Mar, LLC  
an Arizona limited liability company,  
Its: General Partner

By: Kitchell Development Company,  
an Arizona Corporation  
Its: Member

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

By: \_\_\_\_\_  
Ashley Jones, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_

Name: Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Name: Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Real property in the City of Del Mar, County of San Diego, State of California, described as follows:

A portion of the Resubdivision of Arden Heights No. 6, in the City of Del Mar, County of San Diego, State of California, according to Map No. 2212, filed in the Office of County Recorder of San Diego County February 19, 1937, as reflected on Record of Survey No. 25900, filed in the Office of County Recorder of San Diego County August 27, 2025, more particularly described as follows:

Beginning at the most Southerly corner of above property; thence along the property line of said property

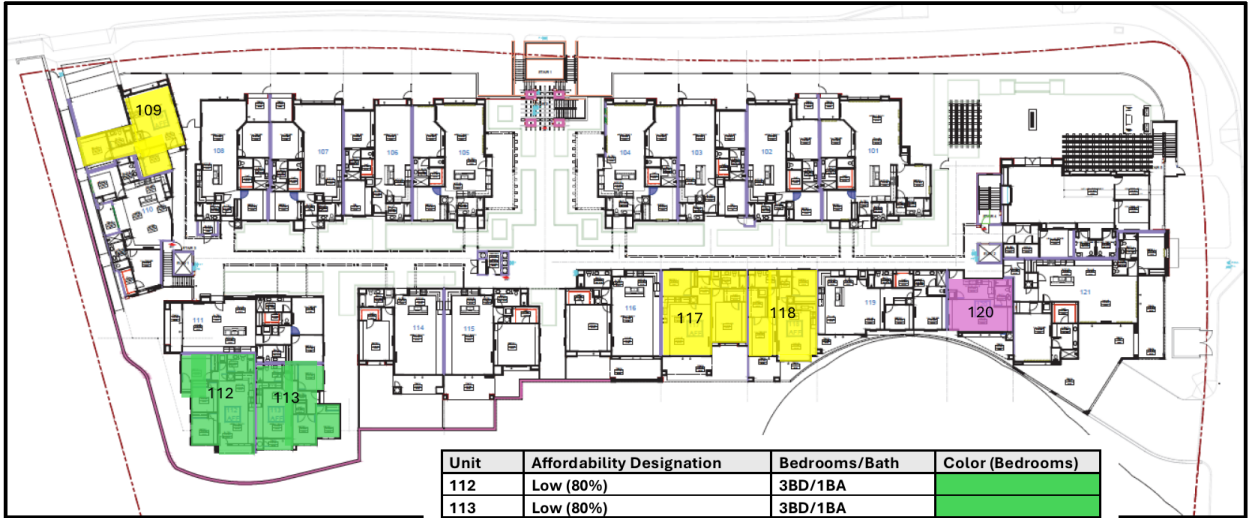
1. North 38°35'28" East 259.36 Feet; Thence
2. South 80°33'06" East 194.50 Feet; Thence
3. North 16°57'28" East 25.85 Feet to the right-of-way of San Dieguito Drive, being 30 feet from said centerline; thence along said right-of-way
4. North 43°24'01" West 58.09 Feet to a point on a tangent 432.00 foot radius curve concave Northeasterly; thence along said curve
5. Northwesterly 94.10 Feet through a central angle of 12°28'48" to a point on a tangent 570.00 foot radius curve concave Southwesterly; thence along said curve
6. Northwesterly 132.42 Feet through a central angle of 13°18'37" to a tangent line; thence
7. North 44°13'50" West 20.63 Feet to a point on a tangent 15.00 foot radius curve concave Southerly; thence along said curve
8. Westerly 23.16 Feet through a central angle of 88°28'20" to the right-of-way of Jimmy Durante Boulevard, being 40 feet from said centerline and a point on a tangent 1,640.00 foot radius curve concave Northwesterly; thence along said curve
9. Southwesterly 263.16 Feet through a central angle of 9°11'37" to a point on a tangent 810.00 foot radius curve concave Southeasterly; thence along said curve
10. Southwesterly 186.76 Feet through a central angle of 13°12'38"; thence leaving said right-of-way
11. South 53°09'54" East 250.75 Feet to the Point of Beginning.

The legal description is pursuant to "Certificate of Compliance for Boundary Adjustment BA22-001" as evidenced by document recorded February 11, 2026 as Instrument No. 2026-37962 of Official Records.

APN: 299-100-47-00(Affects portion of the land) and 299-100-48-00(Affects portion of the land) 299-100-51-00(New APN not yet assessed)

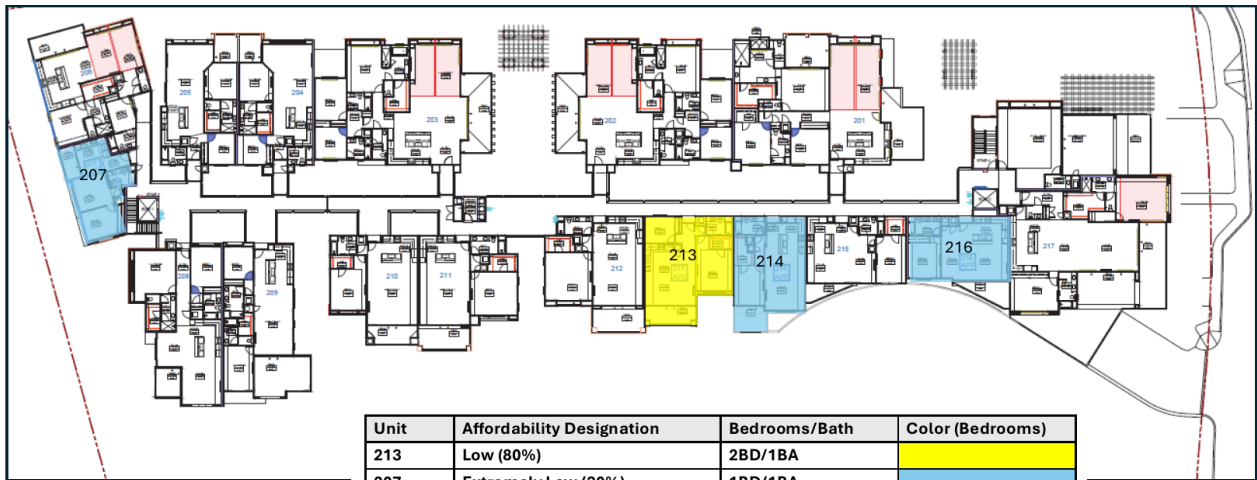
## EXHIBIT B

### LOCATION OF RESTRICTED UNITS



**Living Level One Floor Plan  
Affordable Units**

Unit	Affordability Designation	Bedrooms/Bath	Color (Bedrooms)
112	Low (80%)	3BD/1BA	Green
113	Low (80%)	3BD/1BA	Green
109	Very Low (50%)	2BD/1BA	Yellow
117	Low (80%)	2BD/1BA	Yellow
118	Low (80%)	2BD/1BA	Yellow
120	Extremely Low (30%)	Studio	Purple



**Living Level Two Floor Plan  
Affordable Units**

Unit	Affordability Designation	Bedrooms/Bath	Color (Bedrooms)
213	Low (80%)	2BD/1BA	Yellow
207	Extremely Low (30%)	1BD/1BA	Blue
214	Low (80%)	1BD/1BA	Blue
216	Very Low (50%)	1BD/1BA	Blue



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Denise Galvan, Management Analyst  
Sarah Krietor, Administrative Services Manager/City Clerk  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Design Review Board Interviews and Appointment

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council review the Citizen Interest Forms (Attachment A), interview the applicants, and appoint one resident to serve as a voting member on the Design Review Board for a full four-year term effective March 3, 2026, and expiring on March 31, 2030.

## DISCUSSION/ANALYSIS:

The Design Review Board (DRB) evaluates planning applications for their consistency with the provisions of the Del Mar Community (General) Plan, Zoning Ordinance and the applicable design review standards included in the Design Review Ordinance (DRO).

There is currently one voting member vacancy on the DRB due to Glenn Warren's term expiration on February 7, 2026. The City advertised the vacancy and received two Citizen Interest Forms during the recruitment period from Caitlin Laipenieks and Dolores Davies (Attachment A). The two applicants have indicated that they meet the requirements of the Del Mar Municipal Code (DMMC) Section 2.38.020 (Attachment B) to serve as a voting member on the DRB.

Staff recommends that the City Council review the Citizen Interest Forms, interview the applicants, and vote to appoint one applicant to serve on the DRB as a voting member for a full four-year term beginning on March 3, 2026, and expiring on March 31, 2030.

Pursuant to Council Policy 200 "Committees – City Council Advisory Committees, Boards and Commissions" (Attachment C), an applicant must receive three affirmative votes in order to be appointed. If three affirmative votes are not received, the Council can choose to vote again or to direct staff to reopen the vacancy to solicit additional interest.

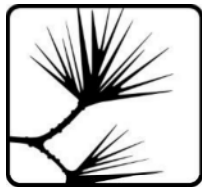
If the vacancies are filled, the DRB will have a full roster of voting members.

## ATTACHMENTS:

Attachment A - Citizen Interest Forms  
Attachment B - Del Mar Municipal Code Section 2.38.020  
Attachment C - City Council Policy 200

---

## City Council Action:



**RECEIVED**

By Skrietor at 3:42 pm, 1/15/26

# CITY OF DEL MAR

## CITIZEN INTEREST FORM

**IMPORTANT:** Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a [committee meeting](#) and review recent committee [agendas and meeting minutes](#). If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: [Public Meeting Calendar](#).

You can also view current [committee webpages, charters, and member rosters](#) to get more information about each committee. In accordance with *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

**Form Submittal:** Citizen Interest Forms must be submitted by the [published deadline](#). Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us). **Please note:** City Hall is closed to the public for in-person services on Fridays, and Citizen Interest Forms should be submitted via email only on Fridays. Citizen Interest Forms can be submitted in-person or via email Monday through Thursday.

1050 Camino Del Mar, Del Mar California 92014 | (858) 755-9313 | <https://www.delmar.ca.us/>

Form Approved 12/7/21; Revised 9/10/2025

# DEL MAR CITIZEN INTEREST FORM

## I. APPLICANT INFORMATION

Laipenieks

Last Name

[REDACTED]

Home Street Address\*

Caitlin

First Name

Rae

Middle Initial

Del Mar, CA

City, State

*\*Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable)

[REDACTED]

City, State

[REDACTED]

Home Phone Number

Business Phone Number

E-mail Address

## II. APPLICATION DETAILS

I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.):

Design Review Board

Planning Commission

Finance Committee

Shores Park Master Plan Ad-Hoc Advisory Committee

Lagoon Committee

Sustainability Advisory Committee

Measure Q Citizen Oversight Committee

Traffic and Parking Advisory Committee

Parks and Recreation Committee

Undergrounding Program Advisory Committee

Other(s) (please indicate): \_\_\_\_\_

**Qualifications for appointment and/or reasons for application (attach additional pages as needed):**

The City of Del Mar is a small tight knit community with wonderful, engaged residents. To keep the character of our community, it is imperative the Design Review Board consist of engaged residents who care about the community and fairly apply the standards to each project consistently and objectively. I believe I can be a valuable asset on the DRB given my extensive legal experience.

**Education:**

Bachelor of Arts, Northwestern University 1997  
Juris Doctor, California Western School of Law 2002  
Master of Social Work, San Diego State University 2002

**Relevant Experience (job or volunteer etc.):**

I have been a lawyer for 23 years working for a public entity. I am familiar with the public entity budget process, and have advised on aspects of it in my professional life. For the last three years, I had provided advice to a public entity on general governance including Prop 218 issues, Brown Act, Public Records requests, conflicts, gift of public funds issues and much more. Through the course of my work, I applied facts to regulations and law to form ethical and legal opinions.

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

The City Council will consider my appointment to the Measure Q Committee on January 20, 2026.

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Kay Geiserman	Oribia Road	[REDACTED]
Laura Schaefer	6th Street	[REDACTED]
Lauren Gist	Via Alta	[REDACTED]

*\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

**Residency**

	Month	Year
I have been a resident of California since:	August	1998
I have been a resident of San Diego County since:	August	1998
I have been a resident of Del Mar since:	December	2020

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- |   |   |
|---|---|
| <input type="checkbox"/> North Bluff    | <input type="checkbox"/> South Bluff            |
| <input type="checkbox"/> North Beach    | <input type="checkbox"/> South Hills            |
| <input type="checkbox"/> South Beach    | <input checked="" type="checkbox"/> North Hills |
| <input type="checkbox"/> Village Center | <input type="checkbox"/> Valley                 |

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

### III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

#### 1. Finance Committee

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City's finances most interest you and why?**

#### 2. Measure Q Citizen Oversight Committee

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

#### 3. Traffic and Parking Advisory Committee

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

#### 4. Parks and Recreation Committee

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

**Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.**

**What aspects of the City's parks and recreation most interest you and why?**

**5. [Lagoon Committee](#)**

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

**What aspect(s) of being on the Lagoon Committee most interest you and why?**

**6. [Shores Park Master Plan Ad-Hoc Advisory Committee](#)**

The Shores Park Master Plan Ad-Hoc Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Park Master Plan Ad-Hoc Advisory Committee most interest you and why?**

**Please describe your approach for participating in the development of a preferred concept for the Master Plan for the Shores Park property.**

**7. [Sustainability Advisory Committee](#)**

The Sustainability Advisory Committee members are community leaders on environmental issues.

**In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?**

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

8. [Undergrounding Program Advisory Committee](#)

The Undergrounding Program Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

9. [Design Review Board](#) and/or [Planning Commission](#)

**Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.**

As an attorney for the last 23 years for the County of San Diego, I have consistently used critical thinking and judgment to apply a given set of facts to regulations and law to form ethical and sound opinions. As a litigator, I have demonstrated skills in negotiation, problem solving and mediation to find suitable outcomes for varied interests. I have a working knowledge of land use law including permitting, sustainability, and environmentally sensitive design.

10. **For All Committees: Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?**

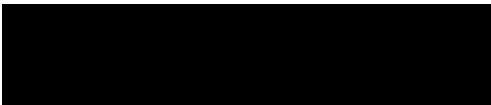
**IV. SIGNATURE AND ACKNOWLEDGEMENT**

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City's Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.



Signature

1/15/2026

\_\_\_\_\_  
Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.



# CITY OF DEL MAR

## CITIZEN INTEREST FORM

**IMPORTANT:** *Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.*

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a [committee meeting](#) and review recent committee [agendas and meeting minutes](#). If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: [Public Meeting Calendar](#).

You can also view current [committee webpages, charters, and member rosters](#) to get more information about each committee. In accordance with *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

**Form Submittal:** Citizen Interest Forms must be submitted by the [published deadline](#). Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us).

# DEL MAR CITIZEN INTEREST FORM

## I. APPLICANT INFORMATION



Davies Jamison

Dolores

Last Name

First Name

Middle Initial

[REDACTED]

Del Mar, CA

Home Street Address\*

City, State

*\*Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable)

City, State

[REDACTED]

[REDACTED]

Home Phone Number

Business Phone Number

E-mail Address

## II. APPLICATION DETAILS

**I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1<sup>st</sup>, 2<sup>nd</sup> choice, etc.):**

Arts Advisory Committee

Parks and Recreation Committee

Design Review Board

Planning Commission

Finance Committee

Sustainability Advisory Committee

Lagoon Committee

Traffic and Parking Advisory Committee

Measure Q Citizen Oversight Committee

Undergrounding Project Advisory Committee

Other(s) (please indicate): \_\_\_\_\_

**Qualifications for appointment and/or reasons for application (attach additional pages as needed):**

As a longtime resident of Del Mar, I care deeply about our community character and have seen how residential development can be a positive and a negative contributor. I believe that adhering to the Community Plan, and protecting the natural features that make Del Mar such a special place to live should be prioritized. As an engaged citizen, I have witnessed and participated in numerous development projects and regulatory proposals over the years. As a result, I think I have a good understanding of the DRO and its standards, as well as the Design Guidelines, which have clearly helped to make the design review process more transparent and less subjective. While I'm not an architect or landscape designer by training, I have had a longstanding interest in architecture, design, and landscaping, and have been a member of the Del Mar Garden Club for many years.

**Education:**

B.A. in Political Science, UCLA

**Relevant Experience (job or volunteer etc.):**

In addition to my experience in the Del Mar Garden Club, I have served a few terms on the City's Sustainability Advisory Committee. A major goal of SAC is to advance the transition to clean energy, which should be an important consideration—both in terms of landscaping and energy use—when reviewing and assessing residential development projects. Several years ago, I also served on the City's Urban Forest Committee, and think that maintaining Del Mar's tree canopy should be an important goal for a wide range of environmental and human health reasons.

**Name all of the Del Mar Committees/Boards/Commissions that you now serve on:**

Sustainability Advisory Committee

**Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:**

Clean Energy Alliance Community Advisory Committee (2023-2025)  
Sustainability Advisory Committee (two terms)  
Urban Forest Committee

**Optional: Please list three Del Mar residents who can provide a reference\*\*:**

NAME	STREET NAME (no house number)	Phone Number
Carol Kerridge	El Amigo	[REDACTED]
John Goodkind	Forest	[REDACTED]
Sandra Dijkstra	Rimini	[REDACTED]

*\*\*Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

**Residency**

	Month	Year
I have been a resident of California since:	4 <sup>th</sup> Generation Californian	
I have been a resident of San Diego County since:		1962
I have been a resident of Del Mar since:	February	1989

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the [neighborhood map](#) to verify your neighborhood.

- North Bluff
- North Beach
- South Beach
- Village Center
- South Bluff
- South Hills
- North Hills
- Valley

Are you a full-time or part-time resident of Del Mar?  Full-time  Part-time

Is Del Mar your primary place of residence?  Yes  No

Are you a registered voter in Del Mar?  Yes  No

### III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

#### 1. Arts Advisory Committee

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

- Resident with an art background
- Resident without an art background
- Business Owner- Art related business
- Del Mar Foundation Representative
- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): \_\_\_\_\_

**Describe your experience and skills as they relate to the world of community art and fine art.**

**Why in your opinion is public art valuable to the Del Mar community?**

**What is your public art philosophy?**

#### 1. Finance Committee

The Finance Committee is looking for applicants with financial expertise and background.

**Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.**

**What aspects of the City's finances most interest you and why?**

**2. [Measure Q Citizen Oversight Committee](#)**

Membership on the Measure Q Citizen Oversight Committee is set by category. Which membership category do you best fit in? (Select all that apply)

- Current (or within past 5 years) Finance Committee Member
- Business Community Member
- At-large Resident Member
- Other (please explain): \_\_\_\_\_

**3. [Traffic and Parking Advisory Committee](#)**

Which membership category do you best fit in? (Select all that apply)

- Business representative (can be a non-resident)
- Resident
- Other (please explain): \_\_\_\_\_

**Do you have any special expertise or experience related to traffic and parking? If yes, please explain:**

**4. [Parks and Recreation Committee](#)**

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

**Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.**

**What aspects of the City's parks and recreation most interest you and why?**

**5. [Lagoon Committee](#)**

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

**What aspect(s) of being on the Lagoon Committee most interest you and why?**

**6. [Shores Advisory Committee](#)**

The Shores Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Advisory Committee most interest you and why?**

**Please describe your vision for the future of Shores Park.**

**7. [Sustainability Advisory Committee](#)**

The Sustainability Advisory Committee members are community leaders on environmental issues.

**In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?**

**Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?**

8. [Undergrounding Project Advisory Committee](#)

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project.

**Is your utility service undergrounded? What involvement did you have, if any?**

**What aspects of being on the Utility Undergrounding Advisory Committee most interest you?**

9. [Design Review Board](#) and/or [Planning Commission](#)

**Briefly describe your qualifications and experience as it relates to serving on the Design Review Board or Planning Commission. The required qualifications for each can be found in the Del Mar Municipal Code (DMMC) [Chapters 2.34](#) and [2.38](#). You will be able to provide more information at a City Council public meeting during an open interview process.**

While I am not a planner or architect, early in my career I did work as an assistant planner for Rick Engineering, which gave me some basic grounding in urban planning and residential development. In Del Mar, I have participated in numerous CPP's, and advocated for and opposed a wide range of proposed projects. When the City moved forward with the development of Design Guidelines, I closely monitored this effort, and wrote numerous news articles to educate residents and others about the purpose of the guidelines, including a Q&A with Matt Bator. In addition, during my long tenure as a communications and public affairs professional with UCSD, I held several leadership positions in University Communications, including serving as executive director, where I worked closely with campus planning, governmental relations, and facilities design staff to assist them in communicating effectively with the campus and surrounding communities on project impacts and development concerns. Consequently, I have the ability to see both the positive and negative impacts of development, from the perspectives of all stakeholders.

11. **For All Committees: Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?**



12.

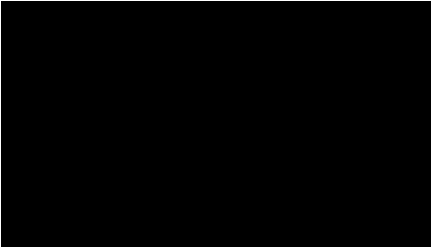
**IV. SIGNATURE AND ACKNOWLEDGEMENT**

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the [Council Liaisons to that Committee](#). The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City’s Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the [City’s Conflict of Interest Code](#) webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.



February 5, 2026



Date



Signature


Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) or call (858) 755-9313 and a staff member will get back to you promptly.

---

### **2.38.020 Membership.**

- A. The Design Review Board shall consist of seven members who are registered voters of the City of Del Mar and maintain residency within the City's municipal boundaries. Residency shall be maintained for no less than six months prior to appointment and if a Board Member ceases to reside within the City during their membership on the Design Review Board, the appointment of such person shall be deemed to have been terminated. For the purposes of this section, residency shall mean someone who maintains residence and is physically present in the City of Del Mar for no less than six months per calendar year.
- B. Members shall serve staggered, four-year terms.
- C. The members shall be persons who, by experience, training, education, or occupation, have demonstrated talent and interest in developing the aesthetics of environmentally sensitive design within the framework of practical considerations.

(Ord. No. 767; Ord. No. 785; Ord. No. 793; Ord. No. 825; Ord No. 931, § 1, 9-18-2017)

		<b>CITY OF DEL MAR</b> <b>CITY COUNCIL POLICY BOOK</b>	
		<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>

POLICY:

A. Vacancies

It is the City Council policy to advertise vacancies of the City Council advisory committees, Design Review Board, and Planning Commission on the City website for a minimum of 10 calendar days, and at least once in the Del Mar Weekly and/or through CivicSend eblast. Upcoming vacancies may also be announced by the City Manager or Council Members at City Council meetings. The deadline for interested citizens to file a Citizen Interest Form (application) is by the close of business (4:30 p.m.) on a Friday.

B. Council Appointments to City Council Advisory Committees

1. It shall be the policy of the City Council to direct its liaisons to each Council advisory committee to make recommendations to the full Council regarding appointments to City Council advisory committees.
2. If by the application deadline, the number of applications received by the City for such committees is equal to the number of vacancies, or less than the number of vacancies when recruiting for multiple vacancies, the Council liaisons to the specific committee shall determine whether to extend the deadline or review the Citizen Interest Form(s) and/or interview the applicant(s), and make a recommendation to Council that the applicant(s) be appointed to serve on the committee.
3. If by the application deadline, the number of applications received by the City for such committees is more than the number of vacancies, then the Council liaisons to the specific committee shall review the Citizen Interest Forms and/or interview the applicant(s). Council liaisons shall then make a recommendation to Council as to which applicant(s) should be appointed to serve on the committee. If the Council liaisons determine the applicants are not qualified or do not meet the needs of the committee, the application period may be reopened by the Council liaisons in order to solicit additional interest.
4. If the Council liaisons to a committee cannot agree on a recommendation for appointment(s), they shall direct staff to prepare an agenda report for the next available City Council meeting where the City Council will vote on the appointment without discussion. Three affirmative votes are needed in order for the City Council to make an appointment. If an applicant does not receive the necessary votes, the Council may re-vote or may direct staff to reopen the vacancy to solicit additional interest.



**CITY OF DEL MAR  
CITY COUNCIL POLICY BOOK**

<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>	<b>DATE REVISED:</b>	5/19/2025
		<b>BY RESOLUTION:</b>	2025-10
		<b>PAGES:</b>	PAGE 2 OF 6

5. Applicants nominated to serve on a Council advisory committee are encouraged, but not required, to attend the City Council meeting when the City Council is scheduled to consider their appointment to serve on the Committee.
6. In the event that there is only one Council liaison to an advisory committee, the Mayor will act as the second Council liaison for the purposes of reviewing Citizen Interest Forms to recommend to the City Council for appointment.
7. Prior to the City Council meeting where the Council will vote on an appointment, any Council member can request an un-redacted copy of all qualified Citizen Interest Forms in order to review applicant information and contact interested applicant(s) prior to the meeting if so desired.
8. In accordance with Del Mar Municipal Code Chapter 2.30 “Commissions, Boards and Committees: General Provisions”, it shall be the City Council’s policy to select for appointment the candidates who received three affirmative votes by the City Council. In the case where a candidate does not receive three affirmative votes, the Council may re-vote or direct the City Clerk to re-advertise the vacancy.
9. When there are open vacancies for City Council advisory committees, other than Planning Commission or Design Review Board, the City Clerk will bring forward to the City Council the names of the candidates, the number of vacancies, and the liaison recommendation(s). The City Council will then vote on the recommendation to fill the vacancies. When the Council liaisons to a committee agree on a recommendation for appointment, the item will be included on the consent calendar. When the Council liaisons to a committee do not agree on the recommendation for appointment, the item will be brought forward as a Council Business item as described in Section B(4) of this policy.
10. If the spouse or significant other of a City Council member is an applicant to fill a vacancy on an advisory committee, the City Council member must recuse themselves from voting on that appointment.

**C. Council Appointments to the Design Review Board and Planning Commission**

1. The City Council shall make appointments to the Planning Commission and Design Review Board in accordance with the membership requirements of Chapter 2.34 “Planning Commission” and 2.38 “Design Review Board” of the Del Mar Municipal Code, respectively.



## CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>	<b>DATE REVISED:</b>	5/19/2025
		<b>BY RESOLUTION:</b>	2025-10
		<b>PAGES:</b>	PAGE 3 OF 6

2. It shall be the policy of the City Council to hold interviews for appointments to the Planning Commission and Design Review Board only when applications received for such commission or board exceed the number of vacancies.
3. Interviews shall be public and televised as part of the City Council meeting.
4. If, by the application deadline, the number of applications received by the City for such board or commission equals or is less than the number of vacancies, then there shall be an automatic extension of time to accept applications.
5. Prior to the City Council meeting where the Council will vote on an appointment, an un-redacted copy of all qualified Citizen Interest Forms will be provided to the full City Council in order to allow the full Council to review applicant information and contact interested applicant(s) prior to the meeting if so desired.
6. In accordance with Del Mar Municipal Code Chapter 2.30 “Commissions, Boards and Committees: General Provisions”, it shall be the City Council’s policy to select for appointment the candidates who received three affirmative votes by the City Council. In the case where a candidate does not receive three affirmative votes, the Council may re-vote or direct the City Clerk to re-advertise the vacancy.
7. When there are advertised vacancies for Planning Commission or Design Review Board, the City Clerk will bring forward to the City Council the names of the candidates and the number of vacancies. After interviewing candidates in a public forum, the City Council will vote on the candidates to fill the vacancies. The City Clerk will read aloud the vote of each Council member.
8. Because of conflicts of interest which might exist, or which might give the appearance to the public of existing, and in order to preserve public confidence in the City’s vital planning processes and avoid questions of fairness and bias, prejudice or influence, the immediate family member of a City Council member, Design Review Board Member or Planning Commissioner may not serve or be appointed to serve simultaneously on the Design Review Board or Planning Commission. For purposes of this policy, immediate family member is defined as an individual’s parent, child, spouse, significant other, or sibling.
9. In accordance with Section C(8) of this policy, should an immediate family member of a Design Review Board Member or Planning Commissioner be elected to serve on the City Council, said Board Member or Commissioner shall be required to resign from their position no later than the day prior to the day the City Council member’s term of office commences.



## CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>	<b>DATE REVISED:</b>	5/19/2025
		<b>BY RESOLUTION:</b>	2025-10
		<b>PAGES:</b>	PAGE 4 OF 6

**D. City Advisory Committee Membership Categories**

1. Subject to the membership limits set forth in Section E(6) of this policy, the City Council liaisons to the Sustainability Advisory Committee (SAC) may designate one (1) additional seat for an ex-officio member in the committee's charter and direct staff to fill the vacancy in accordance with this policy, when desired by the SAC Council liaisons. Ex-officio members are non-voting subject matter experts who may be residents or non-residents.
2. Subject to the membership limits set forth in Section E(6) of this policy, the City Council may designate membership categories for business representatives in a committee's charter. Business representation is preferred but shall not be a requirement for any member. Business representatives are business owners or operators whose business has a physical entity within the City of Del Mar and who have a current City of Del Mar business license.

**E. Concurrent Committee Assignments, Term Limits and Length, Membership Size and Rotation of Chair and Vice Chair**

1. It shall be the policy of the City Council to limit the number of concurrent appointments that any one individual has to City Council advisory committees, Design Review Board, and Planning Commission. The limit of concurrent appointments shall be two. If an individual has two concurrent appointments, they will not be eligible to serve on ad hoc committees, except in special circumstances as determined by the Council or Council liaisons.
2. The number of consecutive terms an individual may serve on a committee is two, as further described in Section E(5) below. However, the City Council has the flexibility to make an exception if they feel it is to the benefit of the committee to re-appoint an individual for a third term. Committee members who would like to continue to serve another term once their appointed term has expired must re-apply by filing a Citizen Interest Form prior to the advertised deadline for applications. Former committee members must wait one year from the expiration of their second consecutive term before being appointed to the same committee.
3. The term length for all City Council advisory committees shall be three years. Terms will expire on the last day of the month.
4. The term length for voting members of the Planning Commission and Design Review Board shall be four years, in accordance with Del Mar Municipal Code Sections 2.34.020 and 2.38.020, respectively. The term length for ex-officio members on the



## CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>	<b>DATE REVISED:</b>	5/19/2025
		<b>BY RESOLUTION:</b>	2025-10
		<b>PAGES:</b>	PAGE 5 OF 6

Design Review Board shall be two years, in accordance with Del Mar Municipal Code Section 2.38.020.

5. In order to ensure that terms remain appropriately staggered, individuals appointed to fill an unexpired vacancy shall finish the remainder of the term of the vacating committee member. If the balance of the vacant term is less than six (6) months, it shall not count as a term towards the two-consecutive-term limit.
6. With the exception of the Undergrounding Program Advisory Committee, all other City advisory committees have a maximum committee membership of five (5) total voting members at the recommendation of the committee's Council liaisons and approval of the full City Council. If a committee membership size is to be reduced via attrition, attrition shall not affect members who complete their first term and are eligible and willing to serve a second term. However, such members must be recommended for reappointment by the committee's Council liaisons, and their reappointment shall be confirmed by the full Council at a Council meeting.
7. It shall be the policy of the City Council that the members of each advisory committee appoint a chair, vice chair and secretary at the last meeting of the calendar year, with the new chair serving at the first meeting of the new year, and that these positions rotate annually among all the committee members. It is recommended that the vice chair assist with committee responsibilities and provide for a succession plan for chairing the committee. In the event a committee does not have volunteers to serve as chair and vice chair, then the committee has the flexibility to allow consecutive appointments to the chair/vice chair or secretary positions, i.e. rotation of such positions among the members is not required if there are no volunteers to serve in those positions. At the discretion of the committee, the vice chair and secretary positions may be filled by the same committee member.
8. It shall be the policy of the City Council that the members of the Design Review Board and Planning Commission appoint a chair and vice chair at the last meeting of the calendar year, with the new chair serving at the first meeting of the new year, and that these positions should rotate annually among all the members. The functions of a secretary for the Design Review Board and Planning Commission, such as preparing minutes, will be managed by City staff.

### F. Incumbents to Serve Until New Appointments Confirmed

It shall be the policy of the City Council to allow an incumbent on a City Council advisory committee, Design Review Board, or Planning Commission, whose term has expired to



# CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>200</b>	<b>CITY COUNCIL ADVISORY COMMITTEES, BOARDS AND COMMISSIONS</b>	<b>DATE REVISED:</b>	5/19/2025
		<b>BY RESOLUTION:</b>	2025-10
		<b>PAGES:</b>	PAGE 6 OF 6

continue to officially serve until the vacancy is filled or three months has passed, whichever occurs sooner.

### G. Attendance Policy for Boards, Commissions, and Committees

In accordance with Del Mar Municipal Code Chapter 2.30, if a member of a City advisory committee, Design Review Board, or Planning Commission is absent from three regular, adjourned, or special meetings within a 12-month period without cause, the term of said member is automatically vacated. Council liaisons to the commission, board, or committee shall determine whether the absence was for cause. If an advisory committee, which does not include the Design Review Board or Planning Commission, does not have two Council liaisons, then the Mayor and the Deputy Mayor shall act as liaisons to that commission, board, or committee for this purpose. If the liaisons do not agree about whether the absences were without cause so as to warrant removal, the item will be presented to the full City Council to make the determination.

### H. Formation and Dissolution of Boards, Commissions, and Committees

1. New committees must be formed by Resolution of the City Council and must include a committee charter detailing, the committee mission/purpose, type of committee (standing or ad-hoc), membership requirements, conflict of interest requirements, and open meeting requirements.
2. If the newly formed committee is an ad-hoc committee, the Resolution and charter should include a sunset date. The sunset date can be extended by Council action, if necessary.
3. Committees may be dissolved by Resolution of the City Council at any time or during the annual review of the City Council Local Appointments. Ad hoc committees shall automatically be dissolved on their sunset date unless extended in advance by the City Council.

### I. City Council Review of City Board, Commission, and Committee System

At least every four (4) years the City Council shall establish a subcommittee or alternative process to review the City’s boards, commission and committee system to provide recommendations to improve committee efficiencies to the City Council. However, the City Council may, in its discretion, elect to review the City’s boards, commission and committee system outside of the four (4) year review as it deems necessary.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nicole Morrow, AICP, Associate Planner  
Amanda Lee, Principal Planner  
Karen Brindley, Planning and Community Development Director  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Authorization to Submit 2025 Housing Element Annual Progress Report

## REQUESTED ACTION/RECOMMENDATION

Staff recommends the City Council authorize submittal of the City of Del Mar's (City) 2025 Housing Element Annual Progress Report (APR) (Attachment A) to the State Department of Housing and Community Development (HCD) and Governor's Office of Land Use and Climate Innovation (LCI).

## EXECUTIVE SUMMARY:

The City is in its 6th Housing Element Cycle (6th Cycle) covering years 2021-2029. The current APR report has Regional Housing Needs Allocation (RHNA) data for 2025, and includes the following key milestones:

Description	Target	Progress	6th Cycle Housing Element (HE) Progress 2020 <sup>1</sup> -2025
<b>RHNA Unit Production</b>	175 units	73% complete	<b>Cumulative total 127 units produced for 6<sup>th</sup> Cycle:</b> <ul style="list-style-type: none"> <li>• 49 above-moderate income (met 31-unit requirement)</li> <li>• 78 moderate-income units (met 31-unit requirement)</li> </ul>
<b>Accessory Dwelling Unit (ADU) Production</b>	100 total	120% complete	<b>Cumulative total 120 ADUs, including 14 ADUs in 2025:</b> <ul style="list-style-type: none"> <li>• 42 above-moderate income units produced</li> <li>• 78 moderate-income units produced</li> <li>• 0 lower income ADUs - HE target is to create 15 low income ADUs through incentives</li> </ul>
	40 above mod	105% complete	
	45 mod	173% complete	
	15 low	-	
<b>Applications</b>	N/A		<b>18 permit applications for net-new units submitted in 2025</b>
<b>Building permits in 2025</b>	N/A		<b>Building permits were issued for 14 net-new units in 2025</b> <ul style="list-style-type: none"> <li>• Income level: 3 above-moderate and 11 moderate-income</li> </ul>
<b>Pending Building Permits</b>	N/A		<b>Pending building permit approvals for additional 73 units:</b> <ul style="list-style-type: none"> <li>• 15 ADU applications</li> <li>• Multi-unit housing: Watermark (50 units) &amp; 941 CDM (8 units)</li> </ul>
<b>HE Programs</b>	45		<b>20 completed, 9 underway, 15 ongoing; 1 not implemented</b>

Footnote 1. All units issued building permits as of June 30, 2020, count toward 6th Cycle RHNA.

---

City Council Action:

BACKGROUND:

State law (Government Code Section 65400) requires all local jurisdictions in California to annually report on HE progress in terms of housing production to meet RHNA and HE program implementation. Each year the City is required to prepare an APR in accordance with the State's guidelines and standard templates and present the APR to the City Council prior to submitting it to HCD and LCI by April 1. The APR generally includes:

- Summary of submitted development applications and completed entitlements;
- Data representing the “net-new dwelling units” produced to meet the City’s assigned 6th Cycle RHNA, which includes any proposed units that would be an addition to the existing housing stock, and does not include approval of replacement units (e.g., the demolition and rebuilding of a single unit);
- Evaluation of how the City’s progress compares to the adopted objectives; and
- Identification of HE programs status with more detailed reporting required by HCD for the 2025 report highlighting programs HCD considers critical to HE compliance.

Overall, the City continues to make progress in terms of housing production and implementation of HE programs. Refer to Table C below for details on the City’s RHNA progress.

- The City’s total 6th Cycle housing unit obligation is 175 units. This includes 12 low-income carryover units from the 5th Cycle in addition to the assigned 163 RHNA units, which includes 31 above moderate-income units, 31 moderate-income units, 64 low-income units, 19 very low-income units, and 18 extremely low-income units.
- The State began counting unit production towards the City’s 6th Cycle unit obligation based on building permits issued as of June 30, 2020. The City has issued a building permit or certificate of occupancy for 127 net-new units (June 30, 2020 - December 31, 2025) and will continue to produce new units towards the 6th Cycle through 2029.
- Consistent with prior years in the 6th Cycle, new units produced in 2025 are within the above moderate- and moderate-income categories and primarily are new ADUs. Production of lower income units has been a challenge even though the City has implemented a variety of HE strategies to produce at least 113 lower income units, which includes a combination of low-income, very low-income, and extremely low-income units.
- The City prepared a Mid Cycle ADU Production Evaluation Report in accordance with HE Program 2E that was focused on ADU production and affordability levels and was presented to the City Council on September 8, 2025. In 2026, the City Council will consider what additional measures should be pursued to facilitate the production of lower income units. This will include consideration of potential updates to the existing ADU amnesty and incentive programs and new incentives that can be applied to encourage owners to deed restrict their units for rental to low-income households.

The challenges experienced in production of lower income units are common with other jurisdictions statewide and relate to factors that are beyond the City's control. This includes market conditions, high cost of land, construction, materials and labor, and limited resources that collectively are an impediment to the production of lower income housing units. However, the City has continued its good faith efforts to develop incentive programs, invest local resources, pursue grant funding, seek partnerships, and pursue capital projects to build lower income housing.

The City was awarded Housing Acceleration Program (HAP) grant funds (Cycles 1 and 2) from HCD and San Diego Association of Governments (SANDAG) that facilitated the following:

- Completion of Phase I studies in June 2022 and April 2023, identifying architectural concepts and financial feasibility information that demonstrated feasibility of affordable housing development for various development scenarios (i.e., senior housing or family housing) on at least two sites on the State Fairgrounds property and two smaller affordable housing projects for lower income households on two vacant City-owned lots on 10<sup>th</sup> Street within the Del Mar Civic Center complex and 28<sup>th</sup> Street in the North Beach neighborhood.
- Completion of Phase II studies in January 2023, identifying architectural concepts and financial feasibility information for privately-owned properties demonstrating the feasibility of affordable housing development applicable to privately-owned sites in the North Commercial Zone and Professional Commercial Zone identified in the HE sites inventory as well as for additional opportunity sites not relied upon for the 6<sup>th</sup> Cycle HE including a vacant site in the Central Commercial Zone.
- Completion of an Objective Design Standards Manual and Objective Design Standards Ordinance were adopted by the Council in September 2024.
- Completion of various task orders for due diligence studies and conceptual design plans through August 2026 to facilitate development of at least 61 lower income affordable housing units on the Fairgrounds property by 2031 consistent with the executed agreement between the City and 22<sup>nd</sup> District Agricultural Association (22<sup>nd</sup> DAA) and executed HAP grant agreements between the City of Del Mar and SANDAG (in consultation with HCD).
- Preparation and processing of supportive housing-related ordinances that relate to affirmatively furthering fair housing objectives and other programs to facilitate lower income unit production.

The City has been coordinating with HCD on implementation of HE Program 3B that intends to build up to eight lower income units on the City-owned 10<sup>th</sup> Street lot. On February 17, 2026, the City Council adopted a Resolution to declare the small, vacant lot in the Del Mar Civic Center as exempt surplus land in accordance with the Surplus Lands Act and authorized the City Manager to file the Resolution with HCD. The City is processing the next steps consistent with HCD Guidance and State law including special notices of the City's intent to lease surplus property, preparation of a Request for Proposals (RFP) to solicit an affordable housing project proposal, selection of a developer, and additional steps to build affordable housing and execute a lease agreement, all in coordination with HCD.

**DISCUSSION/ANALYSIS:**

APRs must be completed via the HCD-required Excel worksheet template, which HCD reviews and posts in the Housing Element Implementation Database on their website at: <https://www.hcd.ca.gov/community-development/housing-element/index.shtml>.

The current APR (Attachment A) includes reporting for Submitted Housing Development Applications (Tab A), Housing Production Progress (Tab A2), Permitted Units by Affordability (Tab B), Housing Element Program Implementation Reporting (Tab D), and reporting of 10th Street site as a “Locally Owned Surplus Site” (Tab H), and reporting of historical resources on a national, state, or local registries of historic places (Tab L).

Below is a summary of the data provided in the worksheet. Other worksheet sections were intentionally left blank where the City has no responsive data including: “sites identified or rezoned to accommodate shortfall need,” “commercial development bonus,” “rehabilitated units,” “conversion of above moderate-income units to moderate income units,” “student housing,” or “tenant preference policy,” and “Local Early Action Planning (LEAP)” reporting.

**1. New Housing Applications (Tab A)**

The City is required to report all complete applications received for “net-new” housing units in the calendar year. In 2025, the City received 18 applications for net-new units, all of which were requests for ADUs. Table A below includes the 18 ADU applications in-process that have not yet been issued building permits. The table identifies projected unit capacity and income level for each application as a look ahead to what may be counted toward the 6th Cycle RHNA in a future APR once a building permit or certificate of occupancy is issued.

To determine which units would apply to the above-moderate or moderate-income categories, the City considered the size of the ADU and typical rent for comparable housing options in the community. For the purpose of this report, staff assumed units 800 square feet and smaller in size could be rented at more affordable rates in the moderate-income household category consistent with existing housing trends and larger units would likely have higher rents for above moderate-income households.

**Table A - Applications In-Process & Projected RHNA Contribution**

New Applications in 2025		Address	Projected RHNA
1	ADU23-030	122 24TH ST	1 moderate unit
2	ADU23-037	149 11TH ST	1 moderate unit
3	ADU24-009	1437 LUNETTA DR	1 moderate unit
4	ADU24-012	1920 SANTA FE AVE	1 moderate unit
5	ADU24-013	491 PINE NEEDLES DR	1 above moderate unit
6	ADU24-015	507 15TH ST	1 above moderate unit
7	ADU24-017	2016 OCEAN FRONT	1 moderate unit
8	ADU25-001	2055 SEAVIEW AVE	1 moderate unit
9	ADU25-002	1823 COAST BLVD	1 moderate unit
10	ADU25-003	2040 OCEAN FRONT	1 moderate unit
11	ADU25-004	1431 STRATFORD CT	1 moderate unit
12	ADU25-007	432 CAROLINA RD	1 moderate unit

New Applications in 2025		Address	Projected RHNA
13	ADU25-009	507 VAN DYKE AVE	1 moderate unit
14	ADU25-013	483 AVENIDA PRIMAVERA	1 moderate unit
15	ADU25-017	2998 SANDY LN	1 above moderate unit
16	ADU25-018	126 6TH STREET <sup>1</sup>	1 moderate unit
17	ADU25-019	126 6TH STREET <sup>1</sup>	1 moderate unit
18	ADU25-014	1335 CREST RD <sup>1</sup>	1 moderate unit
<b>Total RHNA Units in Process that are Anticipated to Count Toward the 6<sup>th</sup> Cycle Housing Element in Future APR</b>			<b>15 moderate; 3 above moderate</b>

Footnote 1. Of the 18 applications, 15 were approved in 2025 and 3 are pending.

## 2. Housing Production Progress Report (Tab A2)

This report shows the progress of all active applications/projects with net-new housing unit(s). For each unit reported, it identifies which household income affordability category applies: very-low, low, moderate, and above-moderate-income. It also identifies whether the project received an entitlement, building permit, certificate of occupancy, or other form of project readiness during the reporting year. It is important to note that units do not count towards the City's RHNA until a building permit is issued, or in circumstances where a building permit is not required (i.e., existing space converted an ADU or Junior ADU), when a certificate of occupancy is issued.

In 2025, building permits were issued for 14 net-new units as outlined in Table B below:

**Table B - Housing Production Progress Toward 6th Cycle Housing Element**

Ref #	Application	Building Permit Issuance Date	Address	RHNA Credit
1	ADU23-014	12/23/2025	610 NOB AVE	1 above moderate
2	ADU23-015	12/23/2025	610 NOB AVE <sup>1</sup>	1 moderate
3	ADU23-023	05/21/2025	1215 CUCHARA DR	1 above moderate
4	ADU23-019	03/07/2025	1408 STRATFORD CT	1 moderate
5	ADU23-024	05/01/2025	636 RIMINI RD	1 moderate
6	ADU24-004	03/10/2025	461 ZUNI DR	1 moderate
7	ADU23-032	07/30/2025	1904 BALBOA AVE	1 moderate
8	ADU23-026	06/04/2025	642 HOSKA DR	1 moderate
9	ADU23-034	01/27/2025	326 LA AMATISTA RD	1 moderate
10	ADU22-041	03/12/2025	210 23RD ST	1 moderate
11	ADU25-007	12/12/2025	432 CAROLINA RD	1 above moderate
12	ADU23-017	10/22/2025	3004 SANDY LN	1 moderate
13	ADU25-002	09/08/2025	1823 COAST BLVD	1 moderate
14	ADU24-005	04/28/2025	234 10TH ST	1 moderate
<b>Total Units Towards 6<sup>th</sup> Cycle RHNA</b>				<b>11 moderate; 3 above moderate</b>

Footnote 1. Unit is a Junior ADU.

**3. Permitted Units by Affordability Report (Tab B)**

The City is required to show all units counted towards RHNA during the 6th Cycle HE planning period beginning June 30, 2020, through December 31, 2025, and annually through year 2029. The start date for counting RHNA toward the 6th Cycle was confirmed in written correspondence from HCD to SANDAG on July 21, 2020, (and additional HCD guidance materials) clarifying that within the San Diego region, local jurisdictions may take 6th Cycle RHNA credit for new units approved, permitted and/or built starting June 30, 2020.

**Of note, there is an error in the pre-populated data for the APR Tab B, which does not accurately reflect the City’s prior 6th Cycle HE progress.** HCD provides this information in a pre-populated worksheet for the City to enter its reporting data but does not allow the City to modify any pre-populated data. This explains why the pre-populated data indicating lower unit counts for prior years does not align with what the City previously reported. **City staff has reported the issue to HCD every year when the APR is submitted and it remains uncorrected.**

Staff conducted a mid-cycle audit of prior 6th Cycle APR reports and discovered errors that have been corrected in the current APR to reflect a net change of four new units as follows:

- Discovery of 4 units previously unreported to HCD as new unit production
  - 300 9th Street – building permits issued 2022
  - 1408 Stratford Court – building permits issued 2024
  - 207 13th Street – building permits issued 2024
  - 820 Klish Way – building permits issued 2024

A cumulative total of 127 net-new units, permitted as of December 31, 2025, as corrected above, including 14 units issued building permits in 2025, contribute toward the 6th Cycle RHNA:

**Table C – City of Del Mar 6<sup>th</sup> Cycle RHNA Obligation Status**

Income Category	6 <sup>th</sup> Cycle RHNA Obligation	Units Permitted 2020-2025	Entitled Units, pending building permits (including ADUs, 941 CDM and Watermark projects)	Total Units Approved	RHNA Units Remaining for 6 <sup>th</sup> Cycle
Above Moderate	31	49	49	98	None
Moderate	31	78	12	90	None
Low	76	0	8	8	68
Very/ Extremely Low	37	0	4	4	33
<b>TOTAL</b>	<b>175 units</b>	<b>127 units</b>	<b>73 units</b>	<b>200 units</b>	

To date, the City has exceeded its RHNA obligation for above-moderate and moderate-income units and is continuing to produce housing units in these income categories. While no lower income units have been constructed for the 6th Cycle, the approved 8-unit 941 Camino del Mar

project and approved 50-unit Watermark project are entitled development projects that include 12 lower income units. The City also approved 15 ADU entitlements that are pending building permits. In anticipation of these pending building permit approvals for 73 units and building permits already issued for 127 units (July 2020 to December 2025), the City is on track to exceed the total 175-unit RHNA unit production target by the end of the 6th Cycle.

**4. Sites Identified or Rezoned to Accommodate Shortfall (Tab C, Not Applicable)**

This section of the APR is used to report if the City identified an unaccommodated need of sites from a previous planning period or a shortfall of sites that require completion of a rezone action in the HE, or if a city has identified additional sites required by “no net loss” law pursuant to Government Code Section 65863.

No shortfalls have been identified; therefore, this section of the report is intentionally left blank.

**5. Program Implementation Status Report (Tab D)**

The City is required to provide a detailed status of all 45 HE programs. A summary status of the housing programs is provided in Table D below.

**Table D - Status of Del Mar 2021-2029 Housing Element Programs**

Program Status	Number of Programs	Programs
Completed	20	1A, 1B, 1C, 1F, 1G, 1H, 1J, 1K, 2A, 2B, 2E, 2F, 4D, 4E, 5A, 5B, 5C, 6A, 6B, 6G
Ongoing Programs	15	2C, 2D, 4C, 6C, 6F, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J
Underway	9	1D, 1I, 3A, 3B, 4A, 4B, 6D, 6E, 6H
Not Implemented	1	1E (contingency)
<b>TOTAL</b>	<b>45</b>	

The following 20 programs have been completed:

- 1A and 1B Coastal Commission certification of Neighborhood Commercial (NC) and Professional Commercial (PC) Zones Local Coastal Program Amendments (LCPAs) to allow density increases to 20 dwelling units per acre
- 1C and 1H City Council and Coastal Commission approvals of density increases to allow 20 units per acre in Central Commercial (CC) Zone and Public Facilities (PF) Zones
- 1F and 1G Adopted Manufactured Housing Ordinance and Density Bonus Ordinance
- 1J Coordination with Housing Federation/Affordable Housing Developers
- 1K Feasibility Studies for Infill Housing on Non-Vacant and Small Sites
- 2A and 2B Adopted ADU Incentive Program and ADU Amnesty Program
- 2E Mid Cycle ADU Evaluation
- 2F City Council and Coastal Commission approvals of ADU Ordinance update to specify process for approval of Tiny Homes
- 4D and 4E Adoption of Inclusionary Housing and Condo Conversion regulations
- 5A City Council and Coastal Commission approval of Incentives to Preserve Existing Apartments/Condos and Create Affordable Units
- 5B Council Policy Requiring Housing Impact Statements in Agenda Reports

- 5C City Council and Coastal Commission approvals of ordinance with new Short Term Rental regulations intended to limit STRs, preserve housing stock, and reduce the City's high vacancy rate
- 6A Posted Notice of SB 35 State Law Exemption for Coastal Cities
- 6B City Council and Coastal Commission approval of Senate Bill 9 implementation regulations
- 6G Adopted Objective Design Standards

Two multi-year programs to develop affordable housing on public properties are underway as well as six regulatory programs that require City Council Resolutions or Ordinances in 2026:

- **Affordable Housing on Fairgrounds Property (Program 3A):** The City is currently working collaboratively with the Fairgrounds to complete site due diligence activities to develop affordable housing for lower income households on Fairgrounds property. Significant State and local resources have been invested and milestones completed toward the pursuit of housing on Fairgrounds property. The State and SANDAG allocated \$1.5 million in Housing Acceleration Program (HAP) grant funds (2024-2026) for due diligence studies to facilitate implementation of the Exclusive Negotiating Rights Agreement, HAP Grant agreement, and HE Program 3A. The findings of the studies and a conceptual development program will be presented to the 22<sup>nd</sup> DAA Board and City Council to facilitate discussions intended to reach a mutual agreement on a housing site location and lease agreement by November 2026. The City's timeline for this project aligns with expectations in HCD's letter of inquiry dated January 15, 2026.
- **Affordable Housing on Vacant City-Owned Sites at 10<sup>th</sup> Street and 28<sup>th</sup> Street (Program 3B):** The City completed studies in June 2022 demonstrating the feasibility of developing two vacant City-owned sites on 10th Street and 28th Street that are listed in the HE sites inventory. The City's intent to develop 10<sup>th</sup> Street with affordable housing for lower income households is in process. The City Council adopted a Resolution on February 17, 2026, to determine the small, vacant lot in the Del Mar Civic Center is exempt surplus land that is intended to be leased for up to eight lower income housing units for at least 55 years. As a next step, the City will email a Notice of Availability for open space purposes to HCD, the California Resources Agency, and Coastal Commission in accordance with the Surplus Lands Act and will follow up with next steps in consultation with HCD (i.e., to solicit development interest and select a developer). Consistent with HE Program 3B, the City will also complete a similar process for the vacant 28th Street site to ensure building permits are issued by end of 2027 for a cumulative total of at least 7 lower income units for two City-owned sites.
- **New Environmental Justice (EJ) Element (Program 6E) and Safety Element Update (Program 6H) amendments to City of Del Mar Community Plan (General Plan):** These Community Plan amendments are in process. After adopting the State's Fire Hazard Severity Maps in June 2025 and adopting the State's updated Building and Fire Codes in September 2025, the City received Board of Forestry approval for the proposed Safety Element update in November 2025. Drafts of the Safety Element and EJ Element were posted and circulated for public review in December 2025.

Planning Commission recommendations for approval were provided on January 13, 2026 (Safety Element) and February 10, 2026, (Environmental Justice Element). City Council adoption is anticipated in April 2026.

- **Reasonable Accommodations, Residential Care Facilities, Emergency Shelters, Transitional Housing, Supportive Housing, Single Room Occupancy, and Low Barrier Navigation Center Amendments (Programs 4A and 4B):** Implementation of these programs is in process, which includes proposed amendments to the City's Zoning Code and certified Local Coastal Program. City staff prepared initial drafts but had to defer processing due to limited resources and other competing priority items with more immediate deadlines. The Planning Commission recommendation hearing is anticipated to occur by July 2026, City Council consideration of approval through hearings as part of the adoption process in September 2026, and the Coastal Commission certification process to follow.
- **Affordable Housing Overlay Zone/Site-Specific Incentives (Programs 1D and 1I):** Architectural concepts and economic studies were completed in January 2023 that demonstrated financial feasibility and development concept details as incentive for owners to develop affordable housing on each Housing Element (HE) site. Owners of five sites within the Neighborhood Commercial (NC) and Central Commercial (CC) Zones have expressed interest in pursuing potential housing projects. On October 20, 2025, the Council approved consultant work to complete additional visual concepts to show massing for density bonus scenarios to facilitate Council consideration of additional incentives and overlay zone for these sites. Presentation of the additional visual concepts and solicitation of Council direction is expected by June 2026, with a Planning Commission recommendation hearing planned for September 2026, City Council consideration of approval through public hearings as part of the Ordinance adoption process by December 2026, and the Coastal Commission certification process to follow. The City has programs in place to incentivize incorporation of low-income units into existing multi-unit developments throughout the community (i.e., new ADUs or placement of income restrictions on existing units). Additional incentive opportunities discussed by City Council on September 8, 2025, as part of the ADU mid-cycle evaluation report will be considered with this effort.
- **Solar Panel Installation Partnership (Program 6D):** In-process. This is identified as an implementation program action in the City's adopted Climate Action Plan and the Housing Element. Staff is analyzing available programs through organizations like the Clean Energy Alliance or Center for Sustainable Energy to install solar on multi-unit, lower income housing to meet renewable energy goals in the Climate Action Plan. The intent is to implement this in coordination with development of lower income units.

HOUSING IMPACT STATEMENT:

The 2025 Housing Element APR shows the City issued building permits for 14 net-new units in calendar year 2025 and reached a cumulative target of 127 units, which moves the City closer to meeting its assigned total RHNA unit production target to produce at least 175 units. The new units produced were in the above-moderate income and moderate-income categories, which were satisfied in 2022 for moderate income RHNA and 2023 for above-moderate income units. The City will continue to its efforts on strategies to encourage production of all housing units, including lower income units to satisfy the RHNA targets for low-income, very low-income, and extremely low-income units. As identified above, multiple strategies to reach these targets are currently in process. The City has issued entitlements for 73 units (includes 15 ADUs and 58 units total for two affordable housing projects) that demonstrate the City is on track to meeting a portion of its lower income RHNA and exceeding its total number of units allocated.

FISCAL IMPACT:

There is no fiscal impact or fiscal action to be taken by the City Council related to this agenda item.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a “project” under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Processing of the Housing Element Annual Progress Report is an operational project that is required to be processed each year to comply with State law.

ATTACHMENT:

Attachment A – City of Del Mar 2025 APR

Jurisdiction	Del Mar
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 04/01/2021 - 04/30/2029

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

Note: "\*" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table A  
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications	Application Status	Project Type	Notes					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22								
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4.5+ ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	0	0	0	15	3	18	15	0							
	299-095-05-00	122 24TH ST	ADU23-030	ADU23-030	ADU	O	5/29/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-094-07-00	149 11TH ST	ADU23-037	ADU23-037	ADU	O	12/18/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-030-79-00	1437 LLNETA DR	ADU24-009	ADU24-009	ADU	O	6/27/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-141-06-00	1920 SANTA FE AVE	ADU24-012	ADU24-012	ADU	O	5/29/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	301-025-46-00	491 PINE NEEDLES DR	ADU24-013	ADU24-013	ADU	O	8/4/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-030-25-00	507 15TH ST	ADU24-015	ADU24-015	ADU	O	6/27/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-136-09-00	2016 OCEAN FRONT	ADU24-017	ADU24-017	ADU	O	6/6/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-173-28-00	2055 SEAVIEW AVE	ADU25-001	ADU25-001	ADU	O	1/27/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-144-12-00	1823 COAST BLVD	ADU25-002	ADU25-002	ADU	O	3/3/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-136-16-00	2040 Ocean Front	ADU25-003	ADU25-003	ADU	O	3/5/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-012-05-00	1431 STRATFORD CT	ADU25-004	ADU25-004	ADU	O	3/18/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-030-60-00	432 CAROLINA RD	ADU25-007	ADU25-007	ADU	O	4/3/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-030-57-00	507 VAN DYKE AVE	ADU25-009	ADU25-009	ADU	O	4/18/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-290-04-00	463 AVENIDA PRIMAVERA	ADU25-013	ADU25-013	ADU	O	7/17/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	299-020-44-00	2988 SANDY LN	ADU25-017	ADU25-017	ADU	O	9/29/2025											1	1	1		NONE	No	No	No	Approved	Ministerial		
	300-182-11-00	126 6TH ST	ADU25-018	ADU25-018	ADU	O	11/12/2025											1	1	1		NONE	No	No	No	Pending	Ministerial		
	300-182-11-00	126 6TH ST	ADU25-019	ADU25-019	ADU	O	11/5/2025											1	1	1		NONE	No	No	No	Pending	Ministerial		
	300-060-20-00	1335 CREST RD	ADU25-014	ADU25-014	ADU	O	7/17/2025											1	1	1		NONE	No	No	No	Pending	Ministerial		





<b>Jurisdiction</b>	Del Mar
<b>Reporting Year</b>	2025 (Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle 04/30/2021 - 04/30/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2020-04/29/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	37	-	-	-	-	-	-	-	-	-	-	-	37
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Low	Deed Restricted	64	-	-	-	-	-	-	-	-	-	-	-	64
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	31	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	15	8	15	15	11	11	-	-	-	-	75	-
Above Moderate		31	5	6	11	12	9	3	-	-	-	-	46	-
Total RHNA		163												
Total Units			20	14	26	27	20	14	-	-	-	-	121	101

\*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

\*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):

- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
- If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

\*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Jurisdiction		Del Mar						
Reporting Year		2025		(Jan. 1 - Dec. 31)				
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
1A North Commercial	Finalize Coastal Commission certification of local approvals gained during 5th Cycle to allow 20 du/ac on select parcels (Ordinance/LCPA)	June 2022 (for CCC certification)	6th Cycle	Completed	Complete. City Council accepted CCC modifications by LCPA/Ordinance No. 987 adopted by City Council March 21, 2022. Obtained Coastal Commission final certification June 2022.	Units	32	Item 4 in 3/31/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948</a> Outcome reflects lower income unit targets
1B Professional Commercial	Finalize Coastal Commission certification of local approvals gained during 5th Cycle to allow 20 du/ac on select parcels (Ordinance/LCPA)	June 2022 (for CCC certification)	6th Cycle	Completed	Complete. City Council accepted CCC modifications by LCPA/Ordinance No. 987 adopted by City Council March 21, 2022. Obtained Coastal Commission final certification June 2022.	Units	3	Item 4 in 3/31/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03212022-2948</a> Outcome reflects only lower income unit targets
1C Central Commercial (Task 1 of 2)	Amend the CC Zone to allow 20 du/ac (Plan amendment and Ordinance/LCPA)	April 2024 (for Council adoption)	6th Cycle	Completed	Complete. City Council adopted General Plan Amendment via Resolution No. 2024-12 and introduced Ordinance and Local Coastal Program Amendment on April 1, 2024. Council adopted LCPA/Ordinance No. 1006 on April 15, 2024.	Units	34	Item 7 in 4/15/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04152024-3436">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04152024-3436</a> Outcome reflects capacity for 34 lower income units on 21 sites
1C Central Commercial (Task 2 of 2)	Obtain Coastal Commission certification.	Apr-25	6th Cycle	Completed	Complete. City Council adopted April 15, 2024. Coastal Commission conditionally certified February 6, 2025 and granted final certification May 7, 2025 after City Council accepted CCC modifications April 21, 2025.	Other	2	Item 6 in 4/21/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04212025-3661">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04212025-3661</a> Outcome reflects two ordinances
1D Economic Study and Affordable Housing Overlay Zone (Task 1 of 2)	Conduct Phase II economic study and zoning assessment. Coordinate with stakeholders (hotels, Plaza, multi-dwelling in RM zones) and present findings to City Council. (Economic Study)	Jun-26	6th Cycle	Completed	Complete. Completed site-specific architectural concepts and economic studies of affordable housing feasibility on privately owned sites in HE sites inventory including hypothetical residential and mixed use scenarios for PC zone sites, NC zone sites, and vacant site on 10th Street (CC zone), and hypothetical conversion of non-conforming large scale multi-unit projects similar to existing apartment and condo complexes in RM-South Zone, and hypothetical conversion of office/retail tenant space in Del Mar Plaza - January 2023. See Council Report	Other	6	Item 10 in 1/23/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126</a> Outcome reflects 6 scenarios studied
1D Economic Study and Affordable Housing Overlay Zone (Task 2 of 2)	If City has not secured at least 30 affordable units by December 2025 must proceed with overlay zone. (Ordinance/LCPA)	6/30/2026	6th Cycle	In Progress	On October 20, 2025, the City Council approved consultant work currently underway to complete additional visual concepts to show massing for density bonus scenarios on 10 sites to facilitate Council consideration of site-specific incentives with new Overlay Zone Ordinance. Staff will present the concepts and seek City Council direction in June 2026. Target for Planning Commission is September 2026 and Council adoption by December 2026.	Other	20	Outcome reflects 20 scenarios being studied for 10 prospective sites in new overlay zone
1E Rezone of Vacant Land on North Bluffs/South Stratford Properties (contingency program only)	If the City is unable to reach an agreement with the State, then must implement rezone to 20-25 du/ac by right via overlay zone to create capacity for at least 54 lower income units.	Contingency program only required if Program 3A agreement with State not timely completed by April 2024.	6th Cycle	Not Yet Started	Per action requirements in this time, Program 3A MAP grant agreement (2023) and ENRA (2024) were timely executed. Separately, a private development project (Seaside Ridge) submitted an application seeking benefits they are not entitled to for proposed development on north bluff, including exemptions from CEQA and development inconsistent with General Plan, Zoning Code, and Local Coastal Program in an environmentally sensitive, non-infill site location. City met with developer team in good faith to facilitate permit processing. Owner made clear their intent is to continue with legal challenge and that they will not be submitting a complete application for the City to process. The developer worked in bad faith since 2023 by trying to delay the City's Program 3A fairgrounds housing efforts as a tactic to try and secure	Other		None
1F Manufactured Housing	Update needed per State law (Ordinance)	Dec-23	6th Cycle	Completed	Complete. City Council adopted Manufactured Housing Ordinance No. 1000 on September 18, 2023.	Other	1	Item 6 in 8/18/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_08182023-3295">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_08182023-3295</a> Outcome is one ordinance
1G Density Bonus	Update needed per State Law (Ordinance)	Jun-24	6th Cycle	Completed	Complete. City Council adopted Density Bonus Ordinance No. 1007 on May 6, 2024.	Other	1	Item 7 in 5/6/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05062024-3447">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05062024-3447</a> Outcome is one ordinance

1H Public Facilities Zone (Task 1 of 3)	Process clean-up Rezone/LCPA for 28th Street lot. (Resolution/Ordinance/LCPA)	January 2023 (for Council adoption)	6th Cycle	Completed	Complete. City Council adopted General Plan Amendment via Resolution No. 2022-79 and introduced Rezone Ordinance/LCPA in December 2022. Adopted Ordinance/LCPA in January 2023. Ordinance No. 995, Ordinance/LCPA certified by Coastal Commission on February 6, 2025.	Other	3	Item No. 1h20c on 2/6/2025 CCC Agenda: <a href="https://www.coastal.ca.gov/meetings/agenda/#/2025/2">https://www.coastal.ca.gov/meetings/agenda/#/2025/2</a> Outcome reflects 3 lower income unit target on 28th Street site
1H Public Facilities Zone (Task 2 of 3)	Amend PF zone by April 2024 to clarify that affordable housing is allowed use in PF zone (with Shores Park excluded). (Ordinance/LCPA)	April 2024 (for Council adoption)	6th Cycle	Completed	Complete. City Council initially adopted April 15, 2024. Coastal Commission conditionally certified February 6, 2025 and granted final certification May 7, 2025 after City Council accepted CCC modifications April 21, 2025.	Units	86	Item 6 in 4/21/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04212025-3661">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04212025-3661</a> Outcome reflects added unit capacity
1H Public Facilities Zone (Task 3 of 3)	Obtain Coastal Commission certification.	6/30/2025	6th Cycle	Completed	Complete. Coastal Commission conditionally certified February 6, 2025 and granted final certification May 7, 2025 after City Council accepted CCC modifications April 21, 2025.	Other	2	Outcome reflects two ordinances
1I Streamlining Incentives for Affordable Housing (Task 1 of 3)	Conduct Phase II economic study and zoning assessment. Evaluate existing regulations and identify potential incentives.	Jan-23	6th Cycle	Completed	Complete. Completed Phase II feasibility studies and consideration of incentives were completed and presented to City Council - January 2023. Refer to studies in Housing Element Appendix I.	Other	1	<a href="https://www.delmar.ca.us/DocumentCenter/View/8576/Appendix-I---Phase-II-Studies_FINAL">https://www.delmar.ca.us/DocumentCenter/View/8576/Appendix-I---Phase-II-Studies_FINAL</a>
1I Streamlining Incentives for Affordable Housing (Task 2 of 3)	Process ordinance(s) to make incentives available to facilitate affordable housing. (Studies and ordinance/LCPA)	Dec-23	6th Cycle	Completed	Complete. Completed City Council adopted Ordinance No. 1003 on December 18, 2023 with incentives to facilitate low income ADUs on single dwelling/duplex properties and on larger multi-unit properties.	Other	4	Item 7 in 12/18/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12182023-3353">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12182023-3353</a>
1I Streamlining Incentives for Affordable Housing (Task 3 of 3)	Process streamlining to incentivize production of affordable housing to encourage development of lower income units on properties identified in the Housing Element.	26-Jun	6th Cycle	In Progress	Process. The City created new incentives throughout 6th Cycle with various efforts. Completed architectural, zoning, and economic studies in 2023 resulted in site-specific concepts for all HE sites inventory sites to help owners and prospective buyers understand development potential and financial feasibility. Similar feasibility studies completed for ADUs in 2023, which led to new ADU Amnesty Program and updated ADU Incentive Program. Included new incentives for existing apartment and condo complexes to incorporate low income units (i.e., dedicating existing older units or adding new tiny houses in exchange for bonus market rate units). Additional incentives in process are focused on urban infill HE sites in new overlay zone per Program 1D and incentives for low income ADUs. Target	Other	2	Outcome reflects two ordinances (overlay zone and amendments to add incentive program)
1J Establish Program for Coordination with Affordable Housing Developers	Establish program for regular outreach with San Diego Housing Federation and affordable housing developers. Use for mutual benefit to gain insight towards development of realistic strategies to facilitate affordable housing, including strategies that can work at the Fairgrounds. (Outreach/meetings)	Dec-22	6th Cycle	Completed	Complete. City staff coordinated with San Diego Housing Federation staff (Laura Nunn). Additional ongoing outreach and coordination to occur via San Diego Housing Federation subcommittees when new housing opportunities become available.	Meetings	2	City added San Diego Housing Federation and list of new, small, emerging, minority owned or women-owned developers to mailing lists for housing development opportunities (i.e., 10th Street, 28th Street, Fairgrounds public sites and NC, PC, CC zone private development sites)
1K Infill Affordable Housing on Non-Vacant and Small Sites	Conduct Phase II economic study and zoning assessment of privately-owned sites in sites inventory. Identify potential changes to facilitate affordable housing via Ordinance/LCPA per Program 1I. (Economic study/zoning assessment)	Jan-23	6th Cycle	Completed	Complete. Completed Phase II site-specific studies including architectural concepts and economic feasibility studies demonstrating feasibility of non-vacant and small sites in NC and PC zones in January 2023. Refer to Housing Element Appendix B for Sites Inventory and Appendix I for studies of privately-owned sites.	Other	6	<a href="https://www.delmar.ca.us/DocumentCenter/View/8569/Appendix-B---Sites-Analysis_FINAL">https://www.delmar.ca.us/DocumentCenter/View/8569/Appendix-B---Sites-Analysis_FINAL</a> Studied six development concepts to develop lower income units
2A Extend and Enhance ADU Incentive Program (Task 1 of 3)	Process an extension of the current incentive program by May 2022.	May-22	6th Cycle	Completed	Complete. City Council adopted Ordinance No. 988 extending the current incentive program - May 16, 2022.	Units	15	Item 8 in 5/16/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05162022-2981">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_05162022-2981</a> HE Target for 15 low income units
2A Extend and Enhance ADU Incentive Program (Task 2 of 3)	Prepare an economic study and zoning assessment.	Jan-23	6th Cycle	Completed	Complete. Prepared and completed feasibility study that identified incentives to expand program and presented to City Council - January 2023.	Other	3	Item 9 in 1/23/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126</a> Outcome reflects three ordinances (extension of existing ADU incentive program, updated ADU regulations, and updated ADU incentive program)
2A Extend and Enhance ADU Incentive Program (Task 3 of 3)	Process ordinance to incorporate additional incentives and/or program modifications to increase participation in the program. (Ordinance to add incentives/modify program)	Dec-23	6th Cycle	Completed	Complete. City Council adopted ADU Incentive Program Ordinance No. 1003 for enhanced ADU Incentive Program December 4, 2023.	Units	15	Item 9 in 12/4/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12042023-3343">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12042023-3343</a>
2B ADU Amnesty Program	Establish ADU Amnesty Program to allow owners with unpermitted ADUs to legalize the ADUs so that the City can count them toward its inventory. The intent is to spur production of units for moderate and low-income households. (Resolution/Ordinance)	Dec-23	6th Cycle	Completed	Complete. City Council adopted policy by Resolution No. 2023-48 on December 4, 2023.	Units	15	Item 10 in 12/4/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12042023-3343">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12042023-3343</a>
2C Promotion of Deed-Restricted Low Income ADUs	Develop outreach materials to promote deed restricted low income ADUs with goal to reach at least 15 low income ADUs to meet RHNA. (Web update/outreach)	23-Dec	6th Cycle	Completed	Complete. Created dedicated web page and newflash articles for program as initial outreach effort - May 2022. Additional outreach and promotion occurred with completion of the ADU incentive program ordinance and will occur again once the citywide ADU Ordinance gains final certification from CCC.	Other	1	<a href="https://www.delmar.ca.us/814/ADU-Incentive-Program">https://www.delmar.ca.us/814/ADU-Incentive-Program</a>

2D Tracking of ADU Progress	ADU progress is reported as part of Annual Progress Reports that are presented to the City Council and submitted to HCD on an annual basis in March each year. (Spreadsheet tracking & reports to Council)	Ongoing	6th Cycle	Continuous	APR reports to-date show that ADU production from 2020-2025 has been the most successful strategy toward local production of net-new housing units for the 6th Cycle in the moderate and above moderate household income categories.	Units	130	Item 5 in 3/3/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/03032025-3632">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/03032025-3632</a>
2E Mid Cycle ADU Production Evaluation	Conduct a mid-cycle progress evaluation that accounts for the cumulative 2021-2024 production as reported to HCD in April 2025. Process additional amendments to the ADU Incentive Program if needed to spur production of ADUs for low-income households. (Spreadsheet tracking & potential ordinance)	12/31/2026	6th Cycle	Completed	Complete. In addition to the APR submitted in March 2025 for years 2021-2024 the City completed a mid cycle evaluation report in September 2025. The City will be pursuing additional ADU-related incentives as a special project for FY25-26 and FY26-27. The City utilized consultant assistance from the REAP program to obtain consultant recommendations and complete a community survey that focused on low income ADU production. City staff presented the report to the City Council on September 8, 2025 which included seven consultant recommendations as well as City staff recommendations and ADU production progress through August 2025. Additional incentives are in process per Program 11. Staff will seek Council direction in June 2026 to update ADU incentives by December 2026.	Units	100	Item 11 in 9/8/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/09082025-3736">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/09082025-3736</a>  City exceeded its HE target to produce at least 100 ADUs during 6th Cycle
2F Tiny Houses (Task 1 of 2)	Process an ordinance to clarify tiny houses are allowed in accordance with the ADU regulations. Identify additional circumstances where tiny houses can be allowed. The intent is to spur production of units for moderate and low-income households. (Ordinance/LCPA)	December 2023 (for City Council adoption)	6th Cycle	Completed	Complete. The City Council adopted ADU Ordinance No. 1102 on December 18, 2023, which included implementation of regulations for Tiny Homes.	Other	1	Item 6 in 12/18/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/12182023-3533">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/12182023-3533</a>  Outcome reflects one ordinance
2F Tiny Houses (Task 2 of 2)	Obtain Coastal Commission certification.	Jun-25	6th Cycle	Completed	Complete. City's ADU Regulations Ordinance, including tiny houses, was adopted by City Council December 18, 2023, conditionally certified by Coastal Commission March 13, 2025 and final certification by Coastal Commission on June 12, 2025.	Other	1	Item No. Th18c in 3/13/2025 Agenda: <a href="https://www.coastal.ca.gov/meetings/agenda/#/2025/3">https://www.coastal.ca.gov/meetings/agenda/#/2025/3</a>
3A Agreement with the State to Building Affordable Housing Units on State Fairgrounds Property (Task 1 of 7)	Prepare an economic study and identify potential funding sources for affordable housing on State Fairgrounds	Jun-22	6th Cycle	Completed	Complete. Completed Phase I architectural concepts and economic studies of market conditions, assessment of senior housing and family housing multi-unit product types, and identification of potential funding sources for affordable housing on State Fairgrounds – June 2022.	Other	2	Refer to studies in Housing Element Appendix E and the supplemental 2023 studies (southeastern Fairgrounds site) on City website: <a href="https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-Implement">https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-Implement</a>  Outcome reflects feasibility studies completed June 2022 and April 2023
3A Agreement with the State to Building Affordable Housing Units on State Fairgrounds Property (Task 2 of 7)	Select affordable housing consultant	Jul-22	6th Cycle	Completed	Complete. Selected and executed agreement with affordable housing consultant - July 2022.	Meetings	1	Item 10 in 7/11/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/07112022-3015">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/07112022-3015</a>
3A Agreement with the State to Building Affordable Housing Units on State Fairgrounds Property (Task 3 of 7)	Initiate process to secure a binding agreement with the State's 22nd District Agricultural Association (DAA) and General Services Department. The objective is to secure approval of a binding agreement with the State by April 2024 that will allow development of at least 54 lower income units on the State Fairgrounds property (located within the City of Del Mar) that will allow the units to be counted towards the City's RHNA. (Agreement)	Apr-24	6th Cycle	Completed	Complete. An Exclusive Negotiating Rights Agreement (ENRA) was executed in March 2024 after approval by the 22nd DAA (February 20, 2024) and the City Council (March 4, 2024). The purpose of the ENRA is to identify a mutually agreeable site on 22nd DAA property within Del Mar for development of affordable housing, complete site due diligence, and negotiate mutually acceptable terms for a ground lease for affordable housing development. In an overlapping timeframe, the State and SANDAG allocated \$1.5 million in HAP grant funds (2024-2026) for pre-development studies to facilitate project implementation as further described below.	Other	1	ENRA secured March 2024; took effect April 15, 2024. Agreement extended to April 15, 2027 as provided for in initial agreement.
3A Agreement with the State to Building Affordable Housing Units on State Fairgrounds Property (Task 4 of 7)	Secure grant funding for affordable housing project with at least 54 lower income units on the State Fairgrounds property (Agreement)	Cycle 2 Housing Acceleration Program Grant Funds January 2024 - March 2026	6th Cycle	In Progress	In process. City has multiple contracts in place to pursue development of lower income housing at Fairgrounds. Includes 2023 HAP grant contract between City and HCD/SANDAG for \$1.5 million, 2024 ENRA contract between City and 22nd DAA with task to select site and execute ground lease, and 2025 MOU between City and 22nd DAA and five task order contracts for Fairgrounds studies. City continues to coordinate with 22nd DAA to implement ENRA tasks and mutually identify site with ground lease. City's HAP funds are being used to complete five task orders to help District choose housing site that aligns with their master plan in process. Task orders will be complete March 2026. City and District approved one-year extension to ENRA to April 2027 as requested by the District CEO in accordance with ENRA Section 1.2(a). The adjusted	Other	1	Secured HAP Grant for \$1.5 million to complete due diligence studies a portion of which is being used by the District for their own task order studies to meet ENRA commitments

3A Agreement with the State to Build Affordable Housing Units on State Fairgrounds Property (Task 5 of 7)	Negotiate ground lease.	10/31/2026	6th Cycle	Not Yet Started	City and District approved one-year extension to ENRA as requested by District CEO to extend to April 2027. District Task orders will be complete March 2026. Target is selection of site by June 2026, completion of conceptual design program by September 2026, and negotiation of ground lease by November 2026.	Other		None
3A Agreement with the State to Build Affordable Housing Units on State Fairgrounds Property (Task 6 of 7)	Solicit and select developer.	11/30/2026	6th Cycle	Not Yet Started	To be completed pending completion of ENRA tasks in process. City and District approved one-year extension to ENRA as requested by District CEO to extend to April 2027. Task orders will be complete March 2026. Target is selection of site by June 2026 and negotiation of ground lease by October 2026.	Other		None
3A Agreement with the State to Build Affordable Housing Units on State Fairgrounds Property (Task 7 of 7)	CEQA and entitlements.	August 2028 (per HAP Grant schedule)	6th Cycle	In Progress	Pending completion of ENRA and ground lease tasks that precede. Target is completion of CEQA and City approvals by September 2027, and Coastal Commission approval of the Coastal Development Permit by August 2028. Allows time to secure financing, commence construction, and build the project by June 2031.	Other		None
3B Feasibility/Suitability of Affordable Housing on Publicly Owned Sites (Task 1 of 5)	Conduct Phase I economic study and zoning assessment of three publicly owned sites in the sites inventory including the State Fairgrounds and two City-owned vacant lots on 10th Street and 28th Street. Prepared site-specific concepts for multi-unit product types that are eligible for tax credit programs, estimated costs, and identified potential funding sources for development of affordable housing. Site-specific implementation via Programs 1H and 3A. (Economic study/zoning assessment)	22-Jun	6th Cycle	Completed	Complete. Completed Phase I feasibility studies of publicly-owned properties – June 2022.	Other	2	Item 1 in 6/13/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_06132022-3003">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_06132022-3003</a> Completed planning studies for two City-owned sites
3B Feasibility/Suitability of Affordable Housing on Publicly Owned Sites (Task 2 of 5)	Select affordable housing consultant.	Apr-24	6th Cycle	Completed	Complete. City selected affordable housing consultant July 2022.	Other	1	Item 10 in 7/11/2022 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07112022-3015">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07112022-3015</a>
3B Feasibility/Suitability of Affordable Housing on Publicly Owned Sites (Task 3 of 5)	Solicit potential non-profit partners.	Apr-24	6th Cycle	Completed	Complete. Created a list of potential non-profit partners. The City met with the San Diego Housing Fund (April and June 2024). In February 2026, staff emailed potential interested persons from County's list to solicit development interest in the two City-owned sites.	Other	1	None Outcome reflects the list of potential non-profit partners.
3B Feasibility/Suitability of Affordable Housing on Publicly Owned Sites (Task 4 of 5)	Seek City Council decision to pursue City development project or alternative strategy	Mar-25	6th Cycle	Completed	Complete. Approach for City-owned sites was provided by City Council in March 2025. Budget was allocated and workload was prioritized for 10th Street infill site at Civic Center. Unfortunately, SANDAG did not recommend an award of SGIP grant funds for this affordable housing project. City is seeking additional funding sources to build the project. By May 2025, City completed Coastal Commission certification actions relating to the 28th Street site. City Council will provide further direction on City-owned 28th Street in March 2026 with upcoming budget/workload prioritization process for FY26-27 and FY27-28.	Meetings	1	Page 11 of PDF of 3/5/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03052025-3636">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03052025-3636</a>
3B Feasibility/Suitability of Affordable Housing on Publicly Owned Sites (Task 5 of 5)	Secure building permits for at least 7 lower income units by 2027.	12/31/2027	6th Cycle	In Progress	In process. For 10th Street, Feb 17, 2026 Council declaration of exempt surplus land. City will prepare RFP for consulting services and initiate studies by December 2025, complete 60% design plans by March 2027, 100% design plans by August 2027, issue building permit and obtain construction bids by December 2027, and construct by December 2028. Similar process for 28th Street for at least 3 low income units by December 2027.	Units	8	Agenda Report (Item 9) on February 17, 2026 Adoption of Resolution to declare the City-owned 10th Street Vacant Lot exempt Surplus Land Outcome reflects 8 lower income unit target for 10th Street site
4A Residential Care Facilities	Process ordinance for compliance with State law (Ordinance/LCPA)	9/30/2026	6th Cycle	In Progress	In process. City prepared initial drafts. Preparation and processing of ordinances using HAP grant funds will include Planning Commission July 2026, City Council September 2026, and Coastal Commission certification to follow.	Other	1	Outcome reflects processing of one ordinance
4B Emergency Shelters, Transitional Housing and Supportive Housing, and Low Barrier Navigation Centers (Task 1 of 2)	Develop procedures to connect public with resources. (policy/procedures)	Sep-26	6th Cycle	In Progress	Implementation of these programs is in process. City staff previously prepared draft regulations but had to defer processing due to limited resources and other competing priority items with more immediate deadlines. This package of amendments will also include an update to the City's reasonable accommodations regulations.	Other		None

<b>4B Emergency Shelters, Transitional Housing and Supportive Housing, and Low Barrier Navigation Centers (Task 2 of 2)</b>	Process ordinance for compliance with State law. (Ordinance/LCPA)	26-Sep	6th Cycle	In Progress	In process. City prepared initial drafts. Preparation and processing of ordinances using HAP grant funds will include Planning Commission July 2026, City Council September 2026, and Coastal Commission certification to follow. This package of amendments will also include an update to the City's reasonable accommodations regulations.	Other	2	Outcome reflects processing of two ordinances
<b>4C Shared Housing Program</b>	Continue to offer shared housing program/free roommate referral services via Del Mar Community Connections and will market the program and take other actions necessary to assist with matching tenants with existing homeowners (Outreach)	Ongoing	6th Cycle	Continuous	The City allocates annual funding to non-profits - approximately \$110,000 annually, including Del Mar Community Connections. As part of that program, the City Council continues to receive annual updates from Del Mar Community Connections. This non-profit addresses marketing and promotion for the community service programs they manage and provide for the City. .	Other	2	City conducted surveys in April 2025 and anticipates using information to inform future discussions regarding home sharing options
<b>4D Inclusionary Housing Ordinance (Task 1 of 2)</b>	Process amendments for compliance with State law (Ordinance)	24-Jun	6th Cycle	Completed	Complete. City completed Phase II financial feasibility study that helped inform setting of threshold for inclusionary housing ordinance. City Council adopted Ordinance No. 1012 on October 7, 2024.	Other	1	Item 5 in 10/7/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10072024-3531">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10072024-3531</a> Outcome reflects the Phase II financial feasibility studies that helped inform threshold for the ordinance
<b>4D Inclusionary Housing Ordinance (Task 2 of 2)</b>	Obtain Coastal Commission certification for companion Ordinance (Clean up amendments to NC and PC Zones for consistency with citywide ordinance).	4/9/2025	6th Cycle	Completed	Complete. Inclusionary Housing/Condo Conversion ordinance took effect 30 days from City Council adoption on October 7, 2024. This companion ordinance with clarifying amendments to NC/PC zones was certified as determinis by CCC on April 9, 2025.	Other	2	Item No. W15b in Agenda: <a href="https://www.coastal.ca.gov/meetings/agenda/#/2025/4">https://www.coastal.ca.gov/meetings/agenda/#/2025/4</a> Outcome reflects processing of two ordinances
<b>4E Condominium Conversions</b>	Continue to implement existing processing requirements of Subdivision Map Act and mitigation requirements per DMCMC 24.21.025 (Publish procedure/amend ordinance with Program 4D)	24-Jun	6th Cycle	Completed	Complete. City Council adopted Ordinance No. 1012 on October 7, 2024.	Other	374	Item 5 in 10/7/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10072024-3531">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_10072024-3531</a> Outcome reflects the 374 total number of units in existing apartment complexes that offer moderate income rental options where the existing units are being preserved including units in the nine apartment complexes in residential zones (321 units) and Del Mar Terraces apartment complex in the visitor commercial zone (53 units).
<b>5A Expand Allowance for the Renovation and Improvement of existing Multi-Unit Structures with Non-Conformities</b>	Continue to allow retention of non-conforming structures with three or more units to renovate and make improvements to these existing multiple dwelling unit structures. Expand to incentivize creation of low income units. Monitor the number of projects that utilize this program and identify the number of units conserved or rehabilitated where applicable. (Procedure/Ordinance)	23-Dec	6th Cycle	Completed	Complete. City Council adopted Ordinance No. 1003 for enhanced ADU incentive program December 18, 2023, which included additional incentives for multi-unit structures. The program is intended to encourage property owners to deed restrict existing older units, some of which are already occupied by lower income households participating in the City's rental subsidy program, and in exchange be granted the ability to develop new market rate units on-site.	Other	1	Item 7 in 12/18/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12182023-3353">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_12182023-3353</a> Outcome reflects ordinance adopted with new incentives
<b>5B Require Housing Impact Statements in Reports</b>	Adopt City Council policy and procedure for inclusion of housing impact statement in staff reports.	22-Feb	6th Cycle	Completed	Completed. City Council adopted Policy No. 117 in February 2022.	Other	1	<a href="https://www.delmar.ca.us/DocumentCenter/View/7992/117-Housing-Impact-Statement">https://www.delmar.ca.us/DocumentCenter/View/7992/117-Housing-Impact-Statement</a> Outcome reflects adoption of City Council Policy 117.
<b>5C Preserve Existing Housing Stock/Short Term Rental Controls (Task 1 of 4)</b>	Continue to establish policies and programs that more effectively address regulations for short term rentals as a means to preserve long term housing stock. (Ordinance/LCPA)	Feb-26	6th Cycle	Completed	Completed. City Council set Guiding Principles and Objectives. Hired consultant to collect data and created registry of existing STR owners to understand baseline data prior to preparation and processing of ordinance. Hired consultant to facilitate implementation including STR permit issuance, TOT collection, regulation enforcement, and a public facing portal for the community.	Units	150	Item 10 in 2/3/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02032025-3813">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_02032025-3813</a> Outcome reflects 150 STRs on existing registry.
<b>5C Preserve Existing Housing Stock/Short Term Rental Controls (Task 2 of 4)</b>	Extend STR Forbearance Council Resolution to defer enforcement against existing STRs in operation prior to April 2016.	23-Jan	6th Cycle	Completed	Complete. Extension of Forbearance Resolution adopted January 23, 2023.	Other	6	Item 8 in 1/23/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_01232023-3126</a> Outcome reflects 6 Resolutions to establish and extend the forbearance period through adoption and certification of the STR ordinance.
<b>5C Preserve Existing Housing Stock/Short Term Rental Controls (Task 3 of 4)</b>	Execute task order with consultant for data collection on existing STRs.	23-Jan	6th Cycle	Completed	Complete. Executed task order January 2023. Consultant (DTA) collected data through June 2023 on existing STRs. The information was presented to the City Council in July 2023. In September 2023 the City established a voluntary registry for existing STR owners to register with the City to help inform preparation and adoption of the Ordinance. The data collected through the registry indicated the existing STRs represent approximately 5% to 6% of the City's existing housing stock.	Units	150	Item 9 in 7/10/2023 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07102023-3256">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07102023-3256</a> Outcome reflects 150 STRs on existing registry to be accommodated by the STR Ordinance as eligible to apply for STR Permits March 2 through May 1, 2026.

5C Preserve Existing Housing Stock/Short Term Rental Controls (Task 4 of 4)	Process Ordinance/LCPA as a measure to reduce the City's high vacancy rate closer to 5%	26-Feb	6th Cycle	Completed	Complete. Executed task order January 2023. On August 13, 2024, the Planning Commission recommended approval of the STR Ordinance. On September 9, 2024, the City Council introduced the Ordinance and on September 24, 2024 the City Council adopted the Ordinance. On February 5, 2026, the Coastal Commission granted final certification of the Ordinance.	Other	129	Item No. Th16e in 2/5/2026 Agenda: <a href="https://www.coastal.ca.gov/meetings/agenda/#/2026/2">https://www.coastal.ca.gov/meetings/agenda/#/2026/2</a>  The STR Ordinance in effect set a cap of 129 STRs, includes neighborhood caps in three neighborhoods, and limits all new STRs to operation within a primary residence. These measures are intended to help reduce the City's high vacancy rate.
6A SB 35 Streamlining - Notice of State Law Exemption for Coastal Cities	Provide notice to the public that the City of Del Mar is a coastal city that is exempt from SB 35 (Post notice on web page)	22-Feb	6th Cycle	Completed	Complete. In January 2022, published notice on City web page of local exemption from SB 35 because the City of Del Mar is a coastal city in the jurisdiction of the California Coastal Commission.	Other	1	Posted notice on City's Housing Element Implementation web page: <a href="https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-implem">https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-implem</a>  Senate Bill 35 - Notice of Exemption for Coastal Jurisdictions (per Program 6A) SB 35 was approved by the Governor in 2017 to streamline multi-unit housing approvals through January 1, 2026. While the City of Del Mar is a coastal city that is exempt from the SB 35 streamlining provisions per Government Code Section 65913.4(a)(6)(A) because SB 35 streamlining does not apply in the coastal zone, the City will be exploring various incentives to help streamline and incentivize affordable housing per 6th Cycle Housing Element Program 11, including Phase II planning studies completed January 2023.
6B Affirmatively Furthering Fair Housing per AB 686 (Task 1 of 8)	Create new housing opportunities at a range of income levels and remove other barriers within the City's control, including a suite of actions to create new opportunities for housing mobility and relocation to and within Del Mar, with the goal of creating 100 additional housing opportunities beyond RHNA.	Ongoing	6th Cycle	Completed	Complete. Actions completed 2022/2023 helped inform owners and public about housing potential and feasibility for sites in HE sites inventory which led to development interest. Updated density bonus and inclusionary regulations tools to help create lower income units. Created additional sites beyond RHNA with 20 du/ac density in CC Zone (1C) and PF Zone (1H), which created new opportunities for density bonus projects and renewed development interest in CC, NC, and PC zones. Updated the ADU Incentive Program with new incentives to create low income units. ADUs have been a primary source of production of moderate income and above moderate income units. Final SB 9 ordinance led to initial development interest in R1 residential zones that can create low income units through inclusionary housing.	Units	100	<a href="https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-implem">https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-implem</a>  Outcome reflects new opportunities for more than 100 units beyond RHNA.
6B Affirmatively Furthering Fair Housing per AB 686 (Task 2 of 8)	Expand zoning capacity.	22-Jun	6th Cycle	Completed	Complete. Satisfied by completion of HE Programs 1A and 1B. In addition, the City Council adopted the Ordinance/LCPA for Senate Bill 9 in June 2023 which was certified by CCC on June 12, 2025. Existing development of ADUs and JrADUs have resulted in bulk of net new housing units in the City's 6th Cycle.	Units	130	Item No. Th14 in 6/12/2025 Agenda: <a href="https://www.coastal.ca.gov/meetings/agenda/#/2025/6">https://www.coastal.ca.gov/meetings/agenda/#/2025/6</a>  Outcome reflects the number of ADUs that have been issued building permits in the 6th Cycle. The City already exceeded its target to create at least 100 ADUs during the 6th Cycle.
6B Affirmatively Furthering Fair Housing per AB 686 (Task 3 of 8)	Amendments to create additional opportunities.	Ongoing	6th Cycle	Completed	Complete. The City created over 100 additional opportunities for lower income units beyond RHNA. This included completion of required rezoning programs 1C (CC zone) and 1H (PF zone), density bonus ordinance (program 1G), allowances for manufactured homes and tiny homes (programs 1F and 2F), ADU incentive and amnesty programs (2A and 2B), general housing incentives and incentives to preserve existing more affordable units (programs 1I and 5A), provisions to require low income units for condominium projects and all multi unit projects including SB 9 projects (4D, 4D, and 6B).	Units	100	Item 7 in 4/15/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04152024-3436">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_04152024-3436</a>  Outcome reflects new opportunities for more than 100 units beyond RHNA.
6B Affirmatively Furthering Fair Housing per AB 686 (Task 4 of 8)	Actions that Focus on Special Needs including Fair Housing materials in English and Spanish.	Ongoing	6th Cycle	In Progress	In process. The City website complies with ADA standards and offers translation services in multiple languages. The City also has special projects in process that will produce additional fair housing materials in English and Spanish. See program-specific details for each respective HE program referenced (4A, 4B, 4C, 6E, 7C, 7G, 7H).	Other		None
6B Affirmatively Furthering Fair Housing per AB 686 (Task 5 of 8)	City staff fair housing training with Legal Aid Society of San Diego	Dec-23	6th Cycle	Completed	Complete. City staff have received annual fair housing trainings on October 3, 2023, September 26, 2024, and October 30, 2025. Staff will continue to hold these trainings on an annual basis.	Meetings	3	None  Outcome reflects the three trainings that have been provided to city staff since 2023.

<p><b>6B Affirmatively Furthering Fair Housing per AB 686 (Task 6 of 8)</b></p>	<p>Mid-Term evaluation to evaluate the effectiveness of strategies of promoting affordable housing and special needs housing opportunities.</p>	<p>Dec-26</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Completed. The reasonable accommodations regulations are being updated with the 4A and 4B code amendments in FY26-27. The City met its above moderate and moderate income units through ADUs. Production of lower income units is a challenge. The Program 1D overlay zone and additional incentives are measures in process that will continue to support new opportunities for affordable housing and special needs households. The City is pursuing development of very low income units on two City-owned properties per Program 3B.</p>	<p>Other</p>		<p>None</p>
<p><b>6B Affirmatively Furthering Fair Housing per AB 686 (Task 7 of 8)</b></p>	<p>Implement beach parking pass program for lower income households</p>	<p>23-Jun</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>Complete. Low income beach parking pass program implemented in December 2023. As of December 2025, 33 passes have been issued.</p>	<p>Persons</p>	<p>33</p>	<p><a href="https://www.delmar.ca.us/881/Low-Income-Beach-Parking-Pass">https://www.delmar.ca.us/881/Low-Income-Beach-Parking-Pass</a> Outcome reflects the 33 total low income beach parking passes that have been issued since 2023.</p>
<p><b>6B Affirmatively Furthering Fair Housing per AB 686 (Task 8 of 8)</b></p>	<p>Participate in regional efforts, partner with organizations to review and refer discrimination complaints, and implement various actions including annual coordination in regional efforts to partner on strategies to address homelessness (Program 7J) (Outreach and funding)</p>	<p>Ongoing</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing. To address homelessness, City staff from City Manager's office and representatives for City Council, continue to participate in countywide efforts to reduce homelessness as further described under Program 7J. This includes coordination with State Senator Bialespree and County Supervisor Lawson-Renner and participation in related events, as well as education-related efforts to help inform how small cities can best contribute to this effort. City has observed that some well-intended proposals being brought forward at a state level will not be feasible for small cities to implement alone in a lead role and the City has shared its concerns and recommendations accordingly.</p>	<p>Persons</p>	<p>36</p>	<p>None Outcome reflects 36 persons currently receiving aid through the Community Resource Center program and Food and Nutrition services.</p>
<p><b>6C Continues Data Collection and Compliance with the Coastal Act and Housing Element-Related Requirements applicable to the Coastal Zone, including State-Mandated Accommodation of Housing Development Capacity</b></p>	<p>Continue to collect data and maintain records regarding affordability. Work with the Coastal Commission and HCD to "harmonize" the Coastal Act and State Housing laws and identify a strategy to best accommodate future development capacity as assigned to the City for the 6th Cycle. (Spreadsheet tracking and annual reports)</p>	<p>Ongoing</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing. Del Mar is a coastal city that is contributing net-new units to meet statewide housing needs primarily through ADUs. There has been net loss of units in Del Mar. Newly adopted City strategies (i.e., Program 4E condo conversion ordinance limitations) to preserve existing naturally occurring affordable housing in existing apartment and condo complexes (30% of existing housing stock) has been effective. The existing 10 apartment complexes offer rental unit options within the moderate income housing category. The City's approach is consistent with Coastal Act and certified LCP.</p>	<p>Units</p>	<p>374</p>	<p>Outcome reflects the 374 total number of units in existing apartment complexes that offer moderate income rental options where the existing units are being preserved including units in the nine apartment complexes in residential zones (321 units) and Del Mar Terraces apartment complex in the visitor commercial zone (53 units).</p>
<p><b>6D Solar Panel Installation Partnership</b></p>	<p>Partner with Renewable Cities San Diego to install solar on housing for lower income households (Resolution)</p>	<p>6/30/2026</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>In process. This is being addressed by the City Managers office with CAP implementation. Staff is analyzing programs for partnership opportunities. SANDAG indicated intent to award SCIP grant funding in October 2025 for CAP data collection. In terms of potential opportunities for solar, the two approved affordable housing projects, that have not yet been constructed, already will include sustainable design features such as solar. The City does not have other existing multi unit housing for lower income households yet that this program would apply to. The City's ADU Incentive Program could be an opportunity for additional affordable housing projects to participate.</p>	<p>Units</p>	<p>50</p>	<p>Outcome reflects the 50-unit Watermark housing project opportunity for future participation in this program.</p>
<p><b>6E Environmental Justice Element</b></p>	<p>Process Community Plan Amendment to establish policies to reduce community health risks and address Affirmatively Furthering Fair Housing Issues per Assembly Bill (AB) 686. (General Plan Amendment)</p>	<p>45078</p>	<p>6th Cycle</p>	<p>In Progress</p>	<p>In process. Staff published a draft for public review and processing in December 2025. The Sustainability Advisory Committee recommended approval January 26, 2026, and the Planning Commission recommended approval February 10, 2026. The target date for City Council adoption is April 2026.</p>	<p>Meetings</p>	<p>2</p>	<p><a href="https://www.delmar.ca.us/929/Safety-and-Environmental-Justice-Element">https://www.delmar.ca.us/929/Safety-and-Environmental-Justice-Element</a> Outcome reflects the two public meetings the Environmental Justice Element was presented during in 2026. One final public hearing of the City Council is targeted for adoption April 2026.</p>

<b>6F Vote Threshold for Housing-Related General Plan Amendment</b>	Explore whether to modify local vote threshold for super majority to apply State's simple majority (Study and potential ordinance/public vote)	Ongoing	6th Cycle	Continuous	No change in status. The temporary challenge currently is due to one vacant Council seat that occurred beyond City control due to a Councilmember resignation for medical reasons. This has not impacted the City's ability to implement its certified Housing Element. City staff conferred with the City Attorney and determined that the voting requirement does not pose a barrier to passage of these amendments. The proposed new Environmental Justice Element (Program 6E) and Safety Element Update (Program 6H) have been available for public review since December 2025, and the associated public hearings to adopt Resolutions are in process to complete the required HE program actions.	Other	2	Outcome reflects the two general Plan Amendments currently pending votes by the City Council in 2026.
<b>6G Objective Design Standards</b>	Prepare and process objective design standards for housing that is eligible for by-right processing (Ordinance)	24-Jun	6th Cycle	Completed	Complete. Ordinance and Objective Design Standards Manual adopted by City Council in September 2024. Ordinance No. 1011	Other	1	Item 11 in 9/23/2024 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09232024-3625">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_09232024-3625</a> Outcome reflects the adoption of the ordinance to establish objective design standards.
<b>6H Safety Element (Task 1 of 2)</b>	Coordinate with CalFire and State Board of Forestry.	25-Nov	6th Cycle	Completed	Complete. CAL FIRE determined the draft Safety Element satisfied all required criteria September 2025. The California Board of Forestry approved the draft Safety Element at a public meeting on November 4, 2025.	Other	2	<a href="https://calfire.app.box.com/s/ut5hggg2kx2mjulgdpnace36c9k9">https://calfire.app.box.com/s/ut5hggg2kx2mjulgdpnace36c9k9</a> Outcome reflects the two processing steps required for coordination with CalFire as well as the Board of Forestry prior to formal processing of the General Plan Amendment for adoption by the City Council.
<b>6H Safety Element (Task 2 of 2)</b>	Process Community Plan Amendment to update the existing Safety Element (General Plan Amendment)	Apr-26	6th Cycle	In Progress	In process. Staff published a draft for public review and processing in December 2025. The California Board of Forestry approved the draft Safety Element at a public meeting on November 4, 2025. The Planning Commission recommended approval January 13, 2026. The Sustainability Advisory Committee recommended approval January 29, 2026. The target date for City Council adoption is April 2026.	Meetings	3	<a href="https://www.delmar.ca.us/929/Safety-and-Environmental-Justice-Element">https://www.delmar.ca.us/929/Safety-and-Environmental-Justice-Element</a> Outcome reflects the three public meetings where the Safety Element was recommended for City Council approval including the Board of Forestry, Planning Commission, and Sustainability Advisory Committee. One final public hearing of the City Council is targeted for adoption April 2026.
<b>7A Housing Funding Resources Including Housing Assistance and Housing Reserve Funds</b>	Continue to make funds accrued in the Housing Assistance Reserve fund available for affordable housing. Ensure that the funds remain available for at least four lower income households via rental subsidy and/or for new affordable housing (i.e., for the acquisition of land and construction of affordable units to be made available for individuals or families of extremely low, very low or low-income levels). (Annual report to City Council with budget)	Ongoing	6th Cycle	Continuous	Ongoing. City Council allocation of funds occurs annually with adoption of each two-year City budget. Currently \$900,000 is in the Housing Reserve Fund. For the FY25-26 and FY26-27 budget, the City Council allocated significant funding to a variety of special projects to implement the City's Housing Element. The Council allocated \$500,000 from the Housing Reserve fund to build 4 to 8 units on the City-owned 10th Street site per HE Program 3B.	Units	8	Page 5 of PDF of 3/5/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03052025-3636">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_03052025-3636</a> Outcome reflects the maximum capacity for up to 8 units for very low income households on the City-owned 10th Street site.
<b>7B Interfaith Partnership Opportunities</b>	Continue to encourage inter-faith shelter network rotating shelter and St. Peter's Helping Hands (Annual report to City Council with budget)	Ongoing	6th Cycle	Continuous	Ongoing. The City allocates approximately \$110,000 annually to local non-profits. As identified in further detail under Program 7J, the City allocated \$10,000 to the Community Resource Center for FY25-26 and FY 26-27. These funds will be used by the non-profit to support their Food and Nutrition Center that provides an average benefit of \$450 per month plus nutritious fresh meals, produce, meat, and dairy as well as non-perishable food and hygiene items to help address homelessness and hunger in North San Diego County. The program directly serves 36 eligible Del Mar residents who qualify as lower income households to help keep these lower income households in their homes.	Persons	36	Item 7 in 7/7/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07072025-3712">https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/_07072025-3712</a> Outcome reflects 36 persons currently receiving aid through the Community Resource Center Food and Nutrition Program.
<b>7C Resources for Persons with Disabilities</b>	Publish a resource list of programs and opportunities for persons with disabilities (Updated list to be published within 3-6 months of Ordinances processed per Programs 4A and 4B)	Ongoing	6th Cycle	In Progress	Ongoing. The Housing Element Program 4A/4B and reasonable accommodations amendments are in process. City Council action is anticipated to occur in 2026 as shown for those respective programs on this list.	Other	2	Outcome reflects the two ordinances in process to address Programs 4A and 4B and reasonable accommodations.
<b>7D Housing Choice Voucher Program</b>	Contract with the County of San Diego for Housing Choice Voucher Program (Resolution to process contract)	Ongoing	6th Cycle	Continuous	The City continues to contract with the Housing Authority of the County of San Diego for administration of housing assistance programs for the City of Del Mar. Links to County resources are provided on the City's webpage with other fair housing resources.	Other	1	<a href="https://www.delmar.ca.us/884/Fair-Housing-Resources">https://www.delmar.ca.us/884/Fair-Housing-Resources</a> Outcome reflects contract with the County.
<b>7E Fee Waiver Program</b>	Continue the fee waiver program (Resolution to extend fee waiver if needed)	Ongoing	6th Cycle	Continuous	Ongoing. The City has not received any fee waiver application requests.	Other		None Outcome reflects that no fee waiver applications have been received.

7F Monitor and Respond to Complaints of Constraints to Housing for Lower Income Households and Persons with Disabilities	Monitor and respond to complaints of constraints to housing for lower income households and persons with disabilities such as impediments to maintenance, improvement, or development of such housing. Continue to work with local non-profits to connect people with assistance and resources. (Annual report to City Council with budget)	Ongoing	6th Cycle	Continuous	Ongoing. The City has not received any complaints of impediments. However, the City identified reasonable accommodations-related code amendments that it will be processing as a special project together with other fair housing code amendments for HE Programs 44/48. City Council action is anticipated to occur in 2026.	Households		None Outcome reflects that no complaints have been received.
7G Senior Housing Resources and Assistance	Continue to partner with Del Mar Community Connections (Resolution to extend contract)	Ongoing	6th Cycle	Continuous	Ongoing. The City allocates approximately \$110,000 annually to local non-profits. This included significant funding for Del Mar Community Connections, which serves local seniors. Associated reports include the Item 11 City Council Agenda Report for adoption of the budget June 16, 2025 and the Item 7 City Council Agenda Report July 7, 2025 that authorized execution of additional budget allocation of \$20,000 in two Community Support Funding Agreements that included Community Resource Center funding to serve 36 Del Mar residents who qualify as lower income.	Persons	36	Item 7 in 7/7/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViawFile/Agenda/_07072025-3712">https://www.delmar.ca.us/AgendaCenter/ViawFile/Agenda/_07072025-3712</a> Outcome reflects 36 persons currently receiving aid through the Community Resource Program.
7H Student Housing Resources and Assistance	Connect students with affordable housing options in Del Mar, including ADUs (Outreach/Resource list)	Ongoing	6th Cycle	Continuous	Ongoing. The closest university to Del Mar is UCSD. UCSD has increased its planned student housing capacity, which includes on-campus and off-campus housing options. Historically, Del Mar has had many UCSD student and employee residents. The City's existing 11 apartment complexes and new ADUs are the main local housing options available for moderate income households. The City is continuing to seek potential partnership opportunities in Del Mar (i.e., shared housing and ADUs) to help connect landlords and students.	Other	123	Outcome reflects the total number of ADUs that the City will be seeking as potential opportunities to house students.
7I Database of Community Assistance Programs	Maintain list of community assistance programs (Resource list)	Ongoing	6th Cycle	Continuous	Ongoing. The resource list and fair housing web page content was last updated in October 2024 and is set to be updated next in October 2025 to coincide with the annual fair housing training we provide for City staff.	Other	12	<a href="https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-Implement">https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-Implement</a> Outcome reflects the 12 resources currently linked on the City's webpage.
7J Efforts to Reduce Homelessness	Continue to collaborate with San Diego Regional Task Force on Homelessness (RTFH) including point in time counts and other partnership opportunities. Connect individuals and businesses seeking available services to address homelessness including coordination with the County-sponsored outreach worker for Del Mar, County's Mobile Crisis Response team (MCRT) and the Sheriff's Department Crime Prevention team. Adopt a City Council Resolution in support of Senate Bill 1338 (Completed June 2022).	Ongoing	6th Cycle	Continuous	Ongoing. Refer to city Council Agenda Report for July 7, 2025. The City continues to support non-profits and contribute its fair share for the annual Point in Time Count including participation in activities for the Regional Task Force on Homelessness. The City allocated \$10,000 specifically to the Community Resource Center as part of a local Community Support Program Funding agreement for FY25-26 and FY 26-27. These funds will be used by the non-profit to support their Food and Nutrition Center that provides nutritious fresh meals, produce, meat, and dairy as well as non-perishable food and hygiene items to help address homelessness and hunger in North San Diego County. The program directly serves 36 eligible Del Mar residents who qualify as lower income households. These households receive an	Persons	36	Item 7 in 7/7/2025 Agenda Report: <a href="https://www.delmar.ca.us/AgendaCenter/ViawFile/Agenda/_07072025-3712">https://www.delmar.ca.us/AgendaCenter/ViawFile/Agenda/_07072025-3712</a> Outcome reflects 36 persons currently receiving aid through the program.







# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Marco Camacho, Finance Manager/Treasurer  
Monica Molina, Finance Officer  
Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Fiscal Year 2024-25 Final Financial Report and Fiscal Year 2025-26 Mid-Year Financial Report

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Receive the June 30, 2025 Annual Comprehensive Financial Report (ACFR) and Fiscal Year 2024-25 Final Financial Report; 2) Review the Fiscal Year 2025-26 Mid-Year Financial Report; and 3) Approve Resolution (Attachment A) amending the FY 2025-26 Operating and Capital Budget as included in Exhibit A, authorizing net revenue adjustments totaling \$5,673,620 million and net expenditure adjustments totaling \$1,325,660, and authorizing unspent FY 2024-25 encumbrances and continuing appropriations to be carried over to FY 2024-25 as included in Attachment B totaling \$9,071,519 in expenditures and \$3,924,755 in revenues.

## DISCUSSION/ANALYSIS:

### **FISCAL YEAR 2024-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**

The City's audit firm, Davis Farr LLP, has completed its audit of the City's financial statements and notes to the basic financial statements for the fiscal year (FY) ended June 30, 2025. Based on the results of their audit, Davis Farr LLP provided the City with an unmodified opinion on the financial statements, which means that the City's financial statements are free of material misstatements and consistent with Generally Accepted Accounting Principles (GAAP). The auditor provided a report with information about the auditor's responsibilities under generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133 as well as certain communications related to their audit. These communications are contained in the ACFR.

The specific financial documents on which the auditor expresses an opinion are the basic financial statements, and notes to the basic financial statements. These documents, along with the auditor's opinion letter and management's discussion and analysis, are the core ACFR documents. Additional documents that make up the ACFR include the letter of transmittal from the City Manager and Finance Manager/Treasurer and a supplemental section, which includes a statistical section presenting detailed information to assist the reader in assessing the economic condition of the City. The ACFR is available on the City's website at <http://www.delmar.ca.us/acfr>.

Davis Farr LLP prepared a communication (Attachment C) addressed to individuals charged with governance regarding internal controls over financial reporting and compliance based on an audit of Financial Statements performed in accordance with Government Auditing Standards. The purpose of this report is to describe the scope of the auditors' testing of internal controls over financial reporting and compliance, and the results of that testing. The City's internal controls over

financial reporting were considered for the limited purpose of expressing an opinion on the financial statements.

Article XIII-B of the California State Constitution places limits on the amount of revenue that can be spent by the State and each local government entity. It is the responsibility of the City to calculate the annual appropriations limit. The City’s auditors are required to review and approve the appropriations calculation as part of their audit of the City. The auditor found no exceptions to the City’s calculation of the appropriations limit. The *Independent Accountants’ Report* is included as Attachment D.

**FISCAL YEAR 2024-25 FINAL FINANCIAL REPORT**

The FY 2024-25 Budget was originally adopted in June 2023 and updated in June 2024. The approved FY 2024-25 Budget Update reflected a projected General Fund Contingency (GF) of 25.69% (94 days of operations). The City Council approved the FY 2024-25 Mid-Year Budget amendment in April 2025, which included increasing General Fund revenue projections by \$685,620 and General Fund expenditure budgets by \$330,724, and included transfers of: \$360,000 to the Pensions Reserve Fund; \$100,000 to the Equipment Reserve Fund; \$300,000 to the Housing Reserve Fund; and, \$2,500,000 to the Capital Reserve Fund. The FY 2024-25 Mid-Year Budget was approved with an adjusted June 30, 2025 General Fund Contingency of 30.08% or \$5,683,024 which represents 110 days of operations.

In January 2026, Davis Farr LLP completed the FY 2024-25 financial audit. Attached for review is the Final Financial Report (Attachment E) for FY 2024-25. The report reflects a final General Fund Contingency balance of \$6,503,908, which represents a contingency of 34.80% (127 days of operations).

Attachment F is a General Fund cash flow report for FY 2024-25, which includes the FY 2024-25 Mid-Year budget (column B) as approved in April 2025, Final Results (column C), and the difference between the Mid-Year Budget and audited Final Results (column D) for the year ending June 30, 2025.

The following summary tables compare Final Budgets as of the end of the fiscal year to the audited Final Results for FY 2024-25.

**General Fund Revenues**

The final revenue report for FY 2024-25 indicates that there was a gain in total General Fund revenues of \$1,249,297 when compared to the Final Budget, which is summarized in Table A.

**Table A – General Fund Revenues**

Revenue Source	Final Budget FY 2024-25	Final Results FY 2024-25	Difference	% of Budget
Property Tax	\$8,032,500	\$8,088,157	\$55,657	100.7%
TOT	4,000,000	4,084,758	84,758	102.1%
Sales Tax	2,300,000	2,297,404	(2,596)	99.9%
Parking Meter	1,700,000	1,734,993	34,993	102.1%
Parking Violations	1,350,000	1,538,560	188,560	114.0%
Planning Services	1,220,000	1,150,732	(69,268)	94.3%
Investment Earnings	400,000	892,952	492,952	223.2%

Other Revenue	4,003,430	4,467,671	464,241	111.6%
<b>Total</b>	<b>\$23,005,930</b>	<b>\$24,255,227</b>	<b>\$1,249,297</b>	<b>105.4%</b>

Overall, roughly all General Fund revenue sources came in as projected. Parking meter, TOT, and parking violations all came in overbudget, including property tax. The surplus in the other revenue grouping is a reflection of additional revenue postings for activities such as parking permits, moving violations, penalties, red light enforcement, contributions, and insurance reimbursements. The largest surplus was for investment earnings due to additional cash on balance, favorable interest rates, better rates of return than projected, and the stewardship of the City’s investment advisors, Optimized Investment Partners. While total General Fund revenues reflect a positive year-end variance, some activities such as planning services and grant reimbursements did come in slightly under budget.

**General Fund Expenditures**

General Fund operating expenditures were increased to \$17,155,684 during the FY 2024-25 Mid-Year Budget process. Subsequent Council actions adjusted the budget slightly for a final operating expenditure budget of \$17,166,481. The following Final Results displayed in Table B indicate that total General Fund operating expenditures ended the fiscal year slightly under budget reflecting a savings of \$90,864 when compared to the Final Budget.

**Table B – General Fund Operating Expenditures**

<b>Program</b>	<b>Final Budget FY 2024-25</b>	<b>Final Results FY 2024-25</b>	<b>Difference</b>	<b>% of Budget</b>
General Government*	\$6,444,810	\$6,758,747	(\$313,937)	104.9%
Public Safety**	8,791,589	8,682,202	109,387	98.8%
Public Works	829,613	646,868	182,745	78.0%
Non-departmental	842,570	868,891	(26,321)	103.1%
Equipment replacement	257,899	118,909	138,990	46.1%
<b>Total</b>	<b>\$17,166,481</b>	<b>\$17,075,617</b>	<b>\$90,864</b>	<b>99.5%</b>

\* Includes City Council, City Manager, Legal services, Admin services, and Planning services.

\*\*Includes Law enforcement, Fire services; Lifeguard services; and Parking enforcement.

The negative variance for general government expenditures is primarily attributed to unanticipated increases in risk management services and claims, which was offset by an insurance claim revenue reimbursement. Non-departmental activity reflects greater expenditures than anticipated for community support programs due to additional TOT revenues received. These overages were offset by savings from services and activities in public works, and equipment replacement expenditures.

**Capital Improvement/Special Projects**

The calculated Final Results for capital projects totaled \$2,899,866 and the Final Results for special projects totaled \$191,058. As depicted in Table C, final results show measurable savings between capital and special projects totaling a combined \$6,401,995. Since these projects are typically not completed in the same fiscal year that funds are allocated, staff is recommending that the City Council approve the carry-over of FY 2024-25 unspent funds in the amount of \$4,987,659 for capital projects and \$1,122,910 for special projects. A listing of all encumbrances and continuing appropriations (funds to be carried over to the following fiscal year) is included as Attachment B.

**Table C- Capital & Special Projects**

Program	Final Budget FY 2024-25	Final Results FY 2024-25	Unspent (carry-over)*	% of Budget
General Fund CIP	\$4,971,925	\$2,458,116	\$2,513,809	49.4%
Open Space CIP	1,922,398	206,364	1,716,034	10.7%
TransNet CIP	578,000	191,159	386,841	33.1%
Clean Water CIP	482,322	44,227	438,095	9.2%
<b>Total CIP</b>	<b>\$7,954,645</b>	<b>\$2,899,866</b>	<b>\$5,054,779</b>	<b>36.5%</b>
Special Projects	1,538,274	191,058	1,347,216	12.4%
<b>Total</b>	<b>\$9,492,919</b>	<b>\$3,090,924</b>	<b>\$6,401,995</b>	<b>32.6%</b>

\*Only \$4,987,659 of unspent capital improvement budget and \$1,122,910 of special projects will be carried over to FY 2025-26.

**Measure Q Fund**

Final results indicate that Measure Q revenues surpassed the \$3.50 million budget by \$458,543 as displayed in Table D. This outcome points to online purchases and vehicle sales coming in greater than projected, plus additional interest earnings resulting from the high Measure Q balance during the year.

The final Measure Q budget for FY 2024-25 expenditures was \$15,216,225. Actual Measure Q expenditures for the year totaled \$6,885,074. Although the final results in Table D indicate a savings of \$8,331,151 in Measure Q expenditures, the majority of remaining unspent funds will be encumbered and carried over to FY 2025-26.

**Table D – Measure Q Fund**

Revenue	Final Budget FY 2024-25	Final Results FY 2024-25	Difference	% of Budget
Measure Q	\$3,500,000	\$3,958,543	\$458,543	113.1%

Expenditures	Final Budget FY 2024-25	Final Results FY 2024-25	Unspent (carry-over*)	% of Budget
Undergrounding – General	\$326,263	\$259,262	\$67,001	79.46%
UUD1A – Stratford Ct South	7,261,118	6,339,274	921,844	87.30%
UUD-X1A – Crest Canyon	6,991,052	104,587	6,886,465	1.50%
UUD1B – Stratford North	450,644	178,358	272,286	39.58%
UUD2 – Beach Colony	8,364	2,539	5,825	30.36%
UUD3 – South Hill	87,784	1,054	86,730	1.20%
Pavement Rehab	91,000	-	91,000	0.00%
<b>Total</b>	<b>\$15,216,225</b>	<b>\$6,885,074</b>	<b>\$8,331,151</b>	<b>45.25%</b>

\*Only \$1,352,130 of unspent Measure Q budget will be carried over to FY 2025-26. On September 8, 2025, the City Council approved a carry-over of \$6,886,465 from FY 2024-25 to cover the construction cost of UUD-X1A.

Based on final Measure Q revenues of \$3,958,543 (including earned interest) and \$6,885,074 million in expenditures, the final FY 2024-25 ending fund balance, including unspent funds that

will be carried over to FY 2025-26, is at \$7,449,974. Staff is recommending carrying over \$1,352,130 of unspent funds as part of the FY 2025-26 Mid-Year Budget action.

### General Fund Reserves

Table E provides a summary of the changes in General Fund reserves including the Housing and Capital Improvement Reserve funds. In comparison to the Mid-Year Budget approved in April 2025, the Final Reserve Summary for FY 2024-25 shows an increase of 4.72% to the General Fund Contingency from 30.08% to 34.80%, and a total General Fund Contingency balance increase of \$820,884 from \$5,683,024 to \$6,503,908. The final balances will be carried over to the FY 2025-26 Reserve Summary to calculate the new estimated projected General Fund Contingency at June 30, 2026.

**Table E – General Fund Reserves & Transfers**

Account	Budget Update FY 2024-25 (6/17/24)	Mid-Year Budget FY 2024-25 (4/7/25)	Final Results FY 2024-25 (1/26/26)
<b>General Fund Contingency</b>	<b>25.69%</b>	<b>30.08%</b>	<b>34.80%</b>
General Fund Contingency	\$4,837,122	\$5,683,024	\$6,503,908
Pension Reserve*	4,760,000	4,781,894	4,977,684
Housing Reserve	1,650,000	1,650,000	1,650,000
Self-Insurance	300,000	300,000	410,216
Leave Liability	100,000	100,000	100,000
Equipment Replacement	678,460	657,342	796,332
Encumbrances	-	-	67,655
<b>Total General Fund</b>	<b>\$12,325,582</b>	<b>\$13,172,260</b>	<b>\$14,505,795</b>
Capital Improvements Reserve	3,150,000	3,150,000	3,150,000

\*A total additional Pension Reserve of \$1.90 million is reported in the Water and Wastewater Funds, resulting in a Citywide Pension Reserve balance of \$6.88 million.

### Debt Management

As of June 30, 2025, the City had a total outstanding debt balance of approximately \$20.05 million. Of that amount, roughly \$13.12 million or 65% was a General Fund debt obligation. The Wastewater Fund accounts for approximately \$4.56 million or 23% of that total balance and \$2.37 million or 12% is attributed to TransNet funds. While largely deliberated during FY 2024-25, the most recent \$5.00 million IBank loan to fund construction of Undergrounding Program district projects X1A Crest Canyon and 1B Stratford Court North was executed in Fiscal Year 2025-26.

**Table F – City Debt**

Debt	Purpose	Issued	Term	Amount	Balance	Repayment Source	Final Payment
State Water Resources Control Board - Clean Water State Revolving Fund	21st Street Sewer Pump Station Replacement	Feb 2010	20 years	\$5,000,000	\$2,425,114	Wastewater Fund	Aug 2032

IBank Loan	San Elijo Joint Powers Authority Pipeline	Oct 2015	20 years	3,535,354	2,130,240	Wastewater Fund	Aug 2035
SANDAG's Debt Financing Program	ROW Improvements	Jul 2014	30 years	3,000,000	2,370,000	TransNet Funds	Jun 2044
IBank Loan	City Hall	Jun 2016	30 years	16,161,000	13,073,771	General Fund	Aug 2045
County of San Diego Finance Agreement	Regional Communication System Upgrade	Aug 2016	10 years	435,436	49,130	General Fund	Jun 2026
IBank Loan*	Undergrounding Program: X1A & 1B	Nov 2025	10 years	5,000,000	5,000,000	Measure Q Fund	Aug 2035
<b>Total</b>				<b>\$33,131,790</b>	<b>\$25,048,255</b>		

\*Issued during Fiscal Year 2025-26.

**FISCAL YEAR 2025-26 MID-YEAR FINANCIAL REPORT**

The original FY 2025-26 Budget, was approved on June 16, 2025. The adopted budget included capital and special project expenditures related to the City Work Plan that was discussed by the City Council during the Goals & Priorities Workshop on March 5, 2025. The original adopted FY 2025-26 Operating and Capital Budget totaled approximately \$48.38 million with a General Fund Contingency of 21.33% (78 days of operations) and included transfers of \$250,000 to the Pension Reserve Fund and \$250,000 to the Housing Reserve Fund. Subsequent Council actions since July 1, 2025, have amended the total expenditure budget to a current total of approximately \$55.33 million.

In order to present the FY 2025-26 Mid-Year Financial Report with the most updated information, the July 1, 2025, beginning balances have been updated to reflect the FY 2024-25 Final Results as previously discussed in this report.

After a thorough review of financial data through the second quarter (July-December 2025) of FY 2025-26, as discussed in detail below and presented in Attachment A as Exhibit A, staff is recommending increasing General Fund revenues by \$936,180 and decreasing General Fund expenditures by \$23,000. Accounting for excess equity from FY 2024-25 Final Results, current year-end projections, and General Fund Contingency goals, additional transfers of \$425,000 are recommended to both the Housing and Pension Reserve Funds plus \$850,000 to the Capital Reserve Fund. Staff is also recommending carrying over funds from FY 2024-25, resulting in a revised General Fund Contingency of \$5,324,903 million at June 30, 2026 and reflecting a 25.17% contingency (92 days of operations), matching the Council's General Fund Contingency goal of 25%.

**General Fund Revenues**

Staff has reviewed revenues through the second quarter of the current fiscal year and an increase of \$936,180 in General Fund revenue is being recommended. Below is information regarding the revenues received for the first half of the fiscal year in each of the City's largest sources of revenue, which is summarized, along with recommended adjustments in Table I.

Property Tax

Property tax is the City's largest source of revenue and accounts for 36% of the City's FY 2025-26 General Fund revenues. The City receives 12 property tax apportionments per fiscal year (July

1 – June 30). To date, the City has received six property tax apportionments, with the largest of these distributions received in December. As of January 2026, the total property tax received by the City for the first six periods in FY 2025-26, is \$4.74 million. In comparison to prior year collections, current receipts indicate that property tax is 6.0% above prior year collections through the same periods. Applying a 6.0% increase to FY 2024-25 final results of approximately \$8.09 million, would result in a FY 2024-25 year-end projection of \$8.57 million.

Another available resource that staff utilizes to project property tax revenue is the County of San Diego tax/revenue accountability report that is provided to the City monthly. This report includes total property tax allocated to Del Mar based on the property tax bill that was sent out to residents for the current year. The reported amount includes corrections, supplemental bills, prior year escapes and penalties and interest. Staff estimates that 98% of expected collections will be received by the end of the year, which for FY 2025-26 is projected at \$8.46 million. Based on the data and revenues received to date, and reports provided by the County of San Diego, staff is recommending a modest increase of \$61,000 above the adopted budget.

Transient Occupancy Tax (TOT)

TOT is the City’s second largest revenue source and accounts for 19% of the City’s FY 2025-26 General Fund revenues. The City receives TOT payments on a monthly basis. Final Results for FY 2024-25 reflect a 7.5% increase over the previous year’s results.

In comparison to the prior year, the first half collections (July-December 2025) for FY 2025-26 show revenue coming in approximately 9.1% higher than FY 2024-25 through the same time period. The following Table G summarizes Mid-Year and Final Results for the past five fiscal years.

**Table G. FY 2021-22 thru FY 2025-26 Mid-Year and Year-End TOT Results**

Fiscal Year	Mid-Year Results	% of Total	Final Results	Difference to PY
2025-26	\$2,409,836	55.59%	\$4,335,000*	\$250,242
2024-25	2,209,192	54.08%	4,084,758	285,720
2023-24	2,123,582	55.90%	3,799,038	(17,354)
2022-23	2,146,670	56.25%	3,816,392	396,526
2021-22	1,851,155	54.13%	3,419,866	1,627,776

\*Budget projection for TOT revenue.

Historical data indicates that receipts collected through December of each year typically represent approximately 55.1% of the total revenue collected by the end of the year. Applying this average to the Mid-Year Results yields a year-end estimate of \$4.37 million. Based on the current 9.1% increase in TOT collections through December, the projected FY 2025-26 total over prior year results would be approximately \$4.46 million. Accounting for current year trends, staff is recommending an increase of \$175,000.

In addition to the aforementioned adjustment, staff is also recommending a reduction of \$65,000 in TOT revenue associated with Short-Term Rentals (STR). The adopted FY 2025-26 Operating and Capital Budget included \$193,750 in anticipated revenues from permitted STR activities over the final quarter of the fiscal year. The proposed revenue adjustment is based on the updated

timing of implementation of the City’s STR regulations and associated TOT revenue collections for the remainder of FY 2025-26.

Sales Tax

Sales tax is the City’s third largest source of revenue and accounts for 10% of the City’s total General Fund revenues. The City receives sales tax payments on a monthly basis with quarterly true-up payments, which the State correlates with the calendar year not the fiscal year. To date, the City has received \$970,389 in sales tax receipts. When compared to the same quarter receipts last year, third quarter receipts (July-September 2025) came in 4.5% higher primarily driven by performance in the restaurants and hotels group and state and county pool allocations. Third quarter receipts were generated geographically 19% by businesses on the eastside and 23% by businesses on the westside of Camino del Mar, 30% by Del Mar Fairgrounds, 10% from other locations, and 18% from state and county pools. The City’s sales tax consultant’s (HdL) forecasts anticipate Fiscal Year 2025-26 revenue to remain relatively flat at \$2.34 million citing contributing factors including inflation, high interest rates, weaker consumer confidence, and lower household discretionary spending.

Staff is not recommending any adjustments to the current \$2.30 million budget and will continue to monitor sales tax revenue and return to the City Council if adjustment is necessary. Table H below includes historical sales tax data by calendar year quarter. The last three quarters of the current fiscal year are estimated projections.

**Table H. FY 2021-22 thru FY 2025-26 Quarterly Sales Tax Receipts**

Fiscal Year	3 <sup>rd</sup> Quarter Jul-Sep Receipts	4 <sup>th</sup> Quarter Oct-Dec Receipts	1 <sup>st</sup> Quarter Jan-Mar Receipts	2 <sup>nd</sup> Quarter Apr-Jun Receipts	Totals
2025-2026	\$809,036	\$482,000*	\$360,000*	\$649,000*	\$2,300,000*
2024-2025	773,839	502,486	373,679	647,400	2,297,404
2023-2024	760,245	433,535	354,742	647,943	2,196,465
2022-2023	813,190	509,776	346,379	636,917	2,306,262
2021-2022	644,065	476,648	368,787	579,216	2,068,716

\*Projected quarterly receipts and totals.

Parking Violation Revenue

Parking violation revenue is anticipated to come in similar to prior year final results. Adjustments to fees, and improved equipment that increased the ability to acquire vehicle registered owner data, continue to factor into strong revenue performance. Through the first six months of the fiscal year, attractive weather, visitor demand, and experienced staff are also contributing factors to the projected revenue generation. Staff is recommending increasing parking violation revenue by \$150,000, resulting in an amended revenue estimate of \$1.55 million.

Parking Meter Revenue

Parking meter revenue for the first six months of the fiscal year came in 6.93% higher than the prior year through the same period largely driven by the same factors benefitting parking violation revenues, plus maintenance of functional meters with little downtime. Staff is recommending increasing parking meter revenue by \$165,000, resulting in a new revenue projection of \$1.70 million.

Investment Earnings

An increase of \$390,000 for projected investment earnings is recommended based on prior year results and current year trends. Estimated cash balances, favorable rates of return, and good guidance from the City’s investment advisors are supporting the proposed adjustment.

Other General Fund Revenue Adjustments

Based on actual receipts received to date, a net increase of \$60,180 is being recommended in other revenues. This adjustment combines additional contributions from penalties, rental income, and miscellaneous sources. These gains are partially offset by reductions in planning and building services.

The following Table I summarizes the requested General Fund Mid-Year revenue adjustments.

**Table I. Recommended FY 2025-26 General Fund Revenue Adjustments**

<b>Account</b>	<b>Current Budget</b>	<b>Recommended Adjustment</b>	<b>Amended Budget</b>
Property Tax	\$8,394,000	\$61,000	\$8,455,000
TOT	4,353,750	110,000	4,463,750
Sales Tax	2,300,000	-	2,300,000
Parking Violations	1,400,000	150,000	1,550,000
Parking Meters	1,535,000	165,000	1,700,000
Investment Earnings	400,000	390,000	790,000
Other Revenue	5,011,470	60,180	5,071,650
<b>Total</b>	<b>\$23,394,220</b>	<b>\$936,180</b>	<b>\$24,330,400</b>

**Other Non-General Fund Revenues**

In addition to the General Fund adjustments described above, staff will be requesting an increase of \$41,530 in the Supplemental Law Enforcement Fund to account for the actual funds received from the Revenue Growth program, and a combined increase of \$70,860 based on grants and other miscellaneous revenues. A revenue reduction of \$57,190 is also recommended for the Workers’ Compensation Fund based on final receipts for the year.

Included in this report is an increase of \$200,000 to the Water Fund and \$85,000 to the Wastewater Fund that does not have an impact to the General Fund. This increase is largely due to increased usage revenues based on current activity.

**General Fund Operating Expenditures**

Staff has reviewed expenditures through the second quarter of the current fiscal year and a net decrease of \$23,000 in General Fund expenditure adjustments is being recommended. Below is information regarding the more significant General Fund adjustments being proposed, which are summarized along with the recommended adjustments in Table J.

Legal Services

The City of Del Mar contracts with Devaney Pate Morris & Cameron, LLP for City Attorney legal services. Based on demand for services through the mid-year including ongoing high-risk litigation and claims requiring additional legal counsel, and anticipated needs through the year-end, staff is recommending an increase of \$50,000 for legal services.

Fire Protection Services

In June 2025, the City of Encinitas notified Del Mar and Solana Beach that they would be leaving the Cooperative Management Agreement (COOP) between the three cities for shared fire management services effective March 31, 2026. On January 20, 2026 the City Council approved a new Cost Sharing Agreement with the City of Solana Beach for Fire Management Transition Services. Furthermore, on February 17, 2026, the City Council is being asked to approve the first amendment to this agreement to provide interim fire prevention services including the addition of shared costs for a Fire Marshal and Fire Prevention Technician positions. Per this agreement and the estimated costs for the remainder of the fiscal year, staff are recommending an increase of \$60,000 to support the transition plan. This adjustment takes into account the original budget to fund the COOP and anticipated budget savings for the final quarter of the fiscal year.

Other Services

A net decrease of \$148,000 is also requested across other General Fund services. Reductions for storm drains and risk management are based on funding adjustments and final insurance premium costs. The reduction for building services is based on the current year trend for building permit and inspections services, and has a related revenue reduction. These reductions are partially offset by an increased need for contractual current planning services, and increased parking enforcement services, which also has a related revenue increase.

Equipment Replacement

A requested adjustment of \$15,000 is recommended to replace the City’s security server. This will enhance facility access control and video security. The security server hosts mission critical applications including the door access control system and the video security system. It was installed in 2018 with the new Civic Center. The hardware is at the end of its useful life and running out of storage space for the video archives.

**Table J. Recommended FY 2025-26 General Fund Expenditure Adjustments**

Program	Current Budget	Enc & Approp	Recommended Adjustment	Amended Budget
General Government	\$6,973,460	\$9,787	(\$32,000)	\$6,951,247
Public Safety	9,166,860	-	84,000	\$9,250,860
Public Works	1,251,500	57,868	(90,000)	\$1,219,368
Non-Departmental	907,910	-	-	\$907,910
Equipment Replacement	112,240	-	15,000	\$127,240
<b>Total</b>	<b>\$18,411,970</b>	<b>\$67,655</b>	<b>(\$23,000)</b>	<b>\$18,456,625</b>

**Other Non-General Fund Expenditure Adjustments**

Recommended adjustments to Non-General Fund expenditures are included in Table K below.

**Table K. Recommended FY 2025-26 Non-General Fund Expenditure Adjustments**

Fund	Amount	Description
Gas Tax	(\$18,450)	Less street maintenance staff time and wooden light pole repair costs, and more street landscaping operations and supplies.
Open Space	27,000	Less seasonal staff operations at Powerhouse; more beach vehicle maintenance; and more park landscape rejuvenation.

PEG	63,540	New Cablecast system hardware and pro-services to comply with new State mandate (SB 707) by July 1, 2026 requiring public meetings to be closed captioned.
Capital Improvement	(1,750,000)	JDB Pavement Improvement Project cost savings based on bid results.
<b>Total</b>	<b>(\$1,677,910)</b>	

Included in this report are also recommended adjustments to the Enterprise funds that do not impact the General Fund Contingency. This includes an increase of \$295,000 to the Water Fund and \$80,250 to the Wastewater Fund, which are largely due to increased operational costs including vehicle maintenance, supplies, and contractual expenses.

### Reserves

An updated FY 2025-26 Reserve Summary Report is included with this report as part of Exhibit A within Attachment A, which reflects the following:

- Updated beginning balances at July 1, 2025 based on FY 2024-25 final results;
- Current adopted budget which includes adjustments approved by the City Council from July 1, 2025 to February 3, 2026;
- Encumbrances and Continuing Appropriations (Attachment B) for committed contracts or capital projects that were not completed by June 30, 2025;
- Additional adjustments recommended for approval, as described above; and,
- Additional reserve transfers recommended for approval which include: an additional \$425,000 to the Housing Reserve, an additional \$425,000 to the Pension Reserve, and \$850,000 to the Capital Reserve. An allocation of \$900,000 in Capital Reserves for the JDB Pavement Improvement Project is being returned to the reserve balance as a result of the project cost savings which further improves the total year-end Capital Reserve balance to \$4 million.

Table L below displays the estimated ending General Fund reserve balances at June 30, 2026, reflecting adjustments and additional reserve transfers recommended by staff as part of this Mid-Year Budget report.

**Table L. General Fund Reserve Balances**

Account	FY 2025-26 Original Budget (6/16/25)	FY 2025-26 Mid-Year Budget (3/3/26)	Difference
<b>General Fund Contingency</b>	<b>21.33%</b>	<b>25.17%</b>	<b>3.84%</b>
General Fund Contingency	\$4,341,582	\$5,324,903	\$983,321
Pension Reserve*	5,200,000	5,842,684	642,684
Housing Reserve	1,900,000	2,325,000	425,000
Self-Insurance	300,000	377,216	77,216
Leave Liability	100,000	100,000	-
Equipment Replacement	545,102	669,092	123,990
<b>Total General Fund</b>	<b>\$12,386,684</b>	<b>\$14,638,895</b>	<b>\$2,252,211</b>
Capital Improvement Reserve	2,250,000	4,000,000	1,750,000

\*An additional \$1.90 million in Pension Reserve Funds are held in the Water and Wastewater Funds.

### **Pension Reserve**

Per the most recent CalPERS Actuarial Report for June 30, 2024, the City's pension assets totaled approximately \$47.81 million and had a funded ratio of 80.7% (Attachment G). As of June 30, 2025, the City has a total Unfunded Accrued Pension Liability estimated at approximately \$17.80 million. When accounting for Governmental Fund and Enterprise Fund pension reserve balances of approximately \$6.88 million on June 30, 2025, the adjusted unfunded pension liability is reduced to an estimated \$10.92 million.

The City's Pension Reserve Policy established a 15-year schedule to achieve a 100% funded ratio by Fiscal Year 2031-32 for Governmental Fund pension obligations. Approximately 84% of the City's total unfunded pension liability is attributed to Governmental Fund salary employee benefits. As of June 30, 2025, the Governmental Fund share of the pension liability was 33% funded. After accounting for the \$250,000 Pension Reserve allocation in the adopted budget, and the additional \$425,000 transfer recommended in this report, it is estimated that annual pension reserve contributions of approximately \$1.10 million would be required over the next six years to achieve the 100% funded ratio by Fiscal Year 2031-32 for Governmental Fund pension obligations. Per prior Council direction, this policy has remained flexible to allow for the funding of other competing priorities.

### **Measure Q Fund**

#### ***Revenues***

Measure Q revenues allocated to the City are made up of 1% of all taxable transactions that occur within the Del Mar city boundary, online purchases made by Del Mar residents, and vehicle purchases by Del Mar residents from out-of-town vendors and car dealers.

To date in the current fiscal year, the City has received \$1,317,229 in Measure Q tax receipts. Based on current trends, including interest earnings, and quarterly reports prepared by HdL, the City's sales tax consultant, the Measure Q revenue for FY 2025-26 is projected as budgeted at approximately \$3.68 million. Staff will continue to monitor Measure Q revenue and will request additional adjustments as necessary.

The adopted FY 2025-26 Operating and Capital Budget included an estimated \$12 million in additional Measure Q Fund revenues to be sourced from an anticipated California Infrastructure Economic Development Bank (IBank) loan. Subsequent to the final budget adoption on June 16, 2025, the City Council approved on September 22, 2025 the final loan amount at \$5 million to fund construction of Undergrounding Program projects Crest Canyon (X1A) and Stratford Court North (1B). The net Measure Q revenue adjustment accounts for the reduced final loan amount.

#### ***Expenditures***

Through the midpoint of Fiscal Year 2025-26, the Undergrounding Program has completed multiple project phases, as follows: Utility companies' construction and anticipated overall completion for Stratford Court South (UUD 1A); bidding and City Council award of construction contracts, along with the initiation and continuation of City construction, homeowner private service laterals, and utility companies' construction for Crest Canyon (UUD X1A); continued design for Stratford Court North (UUD 1B); and Undergrounding Program cash flow analysis to determine the timing of future phases, including Beach Colony (UUD 2) and UUD 25th Street.

The total available funding for all Measure Q projects is currently at \$14.24 million, which includes the \$1,352,130 in carry over funds from FY 2024-25, and the \$6,886,465 in carry over funds

previously authorized by City Council in September 2025. Based on a review of all current activities and available resources, no budget adjustments are recommended.

### **Reserves**

Based on the final FY 2024-25 year-end results, revenues received to date, and projected activity through the remainder of the fiscal year, the Measure Q fund balance at June 30, 2026, is projected at \$1,883,009.

### **Finance Committee Feedback**

Staff presented the FY 2024-25 Final Financial Report and FY 2025-26 Mid-Year Financial Report to the City's Finance Committee on February 18, 2026. The Committee was pleased with the positive results and voted unanimously to support staff's recommendation to approve the budget adjustments as included in the report. The committee also provided feedback and suggestions on formatting and level of detail which have been incorporated in this agenda report.

### **OVERALL SUMMARY**

After a thorough review of financial activity through January 2026 for all funds, staff is recommending a net total revenue decrease of \$5,673,620; a net total expenditure decrease of \$1,325,660; and a net carry-over of unspent FY 2024-25 funds totaling \$5,146,764. Also recommended are additional transfers of \$425,000 to both the Pension Reserve and Housing Reserve, and \$850,000 to the Capital Improvement Reserve. If these adjustments are approved, the new ending General Fund Contingency balance at June 30, 2026, will increase from \$4,341,582 as adopted on June 16, 2025, to \$5,324,903, which represents a 25.17% contingency (92 days of operations) satisfying the Council's 25% General Fund Contingency goal.

### **FISCAL IMPACT:**

Council approval of the recommended action for this agenda item will result in amending the Fiscal Year 2025-26 Operating and Capital Budget as included in Exhibit A of Attachment A.

### **ENVIRONMENTAL IMPACT:**

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

### **NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:**

This item is operational in nature and is not directly related to the City Council's list of Goals and Priorities.

### **ATTACHMENTS**

- Attachment A - Resolution 2026-XX Amending the Fiscal Year 2025-26 Operating and Capital Budget
- Attachment B - Fiscal Year 2024-25 Encumbrances and Continuing Appropriations
- Attachment C - Independent Auditors' Communication regarding internal controls over financial reporting and compliance performed in accordance with *Government Auditing Standards*
- Attachment D - Independent Accountants' Report regarding appropriations limit worksheets
- Attachment E - Fiscal Year 2024-25 Final Financial Report
- Attachment F - Fiscal Year 2024-25 General Fund Cash Flow Report
- Attachment G - Pension Funding History

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-2026 OPERATING AND CAPITAL BUDGET

WHEREAS, on June 16, 2025, the City Council of the City of Del Mar adopted Resolution 2025-17, approving the Fiscal Years 2025-2026 and 2026-2027 Operating and Capital Budget; and

WHEREAS, a comprehensive second quarter review of expenditures and revenues through December 31, 2025, has been completed; and

WHEREAS, based on the results of the review, adjustments to the Fiscal Year 2025-2026 Operating and Capital Budget are needed to cover costs and account for anticipated revenues through the end of the current fiscal year (Exhibit "A"); and

WHEREAS, it is necessary to purchase a replacement security server from the Equipment Replacement Fund in an amount not to exceed \$15,000 to enhance facility access control and video security at the Civic Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the above recitals are true and correct.

BE IT FURTHER RESOLVED that the Fiscal Year 2025-2026 Operating and Capital Budget is amended as shown in Exhibit "A" to the Resolution.

BE IT FURTHER RESOLVED that the City Council does hereby provide authorization to the City Manager to approve the purchase of a replacement security server from the Equipment Replacement Fund for Fiscal Year 2025-2026 for an amount not to exceed \$15,000.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 3<sup>rd</sup> day of March 2026.

---

Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

---

Christina Cameron, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3<sup>rd</sup> day of March 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

Sarah Krietor, Administrative Services  
Manager/City Clerk  
City of Del Mar

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
RESERVE SUMMARY**

		<b>BEGINNING BALANCE JUL 1, 2025 ACTUAL</b>	<b>REVENUES FY 2026</b>	<b>O &amp; M EXPENDITURES FY 2026</b>	<b>CIP EXPENDITURES FY 2026</b>	<b>TRANSFERS IN FY 2026</b>	<b>(OUT) FY 2026</b>	<b>ENDING BALANCE JUN 30, 2026 ESTIMATE</b>
<b>GENERAL FUND</b>								
CONTINGENCY	25.17%	6,503,908	24,058,500	(18,146,830)	-	530,718	\$ (7,621,393)	5,324,903
RESTRICTED:								
SELF-INSURANCE		410,216	-	(33,000)	-	-	-	377,216
DESIGNATED:								
ENCUMBRANCES		67,655	-	(67,655)	-	-	-	-
COASTAL PARKING REVENUE		-	81,900	(81,900)	-	-	-	-
HOUSING RESERVE		1,650,000	-	-	-	675,000	-	2,325,000
PENSION RESERVE		4,977,684	190,000	-	-	675,000	-	5,842,684
LEAVE LIABILITY		100,000	-	-	-	-	-	100,000
EQUIPMENT REPLACEMENT		796,332	-	(127,240)	-	-	-	669,092
TOTAL GENERAL FUND		14,505,795	24,330,400	(18,456,625)	-	1,880,718	(7,621,393)	14,638,895
<b>MEASURE Q</b>								
NOTE PROCEEDS		7,449,974	3,677,380	-	(9,244,345)	-	-	1,883,009
TOTAL MEASURE Q FUND		-	5,000,000	-	(5,000,000)	-	-	-
		7,449,974	8,677,380	-	(14,244,345)	-	-	1,883,009
<b>ROAD MAINTENANCE REHABILITATION ACCT</b>								
		221,777	107,000	-	-	-	(328,777)	-
<b>GAS TAX FUND</b>								
		19,980	119,560	(1,025,810)	-	886,270	-	-
<b>OPEN SPACE FUND</b>								
		-	621,392	(1,543,230)	-	921,838	-	-
DESIGNATED:								
ENCUMBRANCES		302,404	-	-	(302,404)	-	-	-
CAPITAL IMPROVEMENT PROJECTS		-	1,418,673	-	(1,453,591)	34,918	-	-
OPEN SPACE ACQUISITION		86,388	-	-	-	-	-	86,388
TREE RESERVE		41,017	-	-	-	-	-	41,017
TOTAL OPEN SPACE FUND		429,809	2,040,065	(1,543,230)	(1,755,995)	956,756	-	127,405
<b>SUPPLEMENTAL LAW ENFORCEMENT FUND</b>								
		411	201,530	-	-	-	(201,941)	-
<b>REGIONAL COMMUNICATIONS FUND</b>								
		15,529	46,000	(61,250)	-	2,072	-	2,351

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
RESERVE SUMMARY**

	<b>BEGINNING BALANCE JUL 1, 2025 ACTUAL</b>	<b>REVENUES FY 2026</b>	<b>O &amp; M EXPENDITURES FY 2026</b>	<b>CIP EXPENDITURES FY 2026</b>	<b>TRANSFERS IN FY 2026</b>	<b>(OUT) FY 2026</b>	<b>ENDING BALANCE JUN 30, 2026 ESTIMATE</b>
<b>GRANTS FUND</b>	159,775	75,000	(61,500)	-	-	-	173,275
<b>HOUSING FUND</b>	158,004	-	(61,660)	-	-	-	96,344
<b>AB 939 FUND</b>	679,196	154,000	(107,810)	-	-	-	725,386
<b>PEG FEE FUND</b>	8,267	37,200	(75,440)	-	29,973	-	-
<b>CAPITAL IMPROVEMENT FUND</b>	-	2,740,250		(4,243,494)	1,503,244	-	-
ENCUMBRANCES	1,166,296	-		(1,166,296)	-	-	-
RESERVE FOR CAPITAL	3,150,000	-	-	-	850,000	-	4,000,000
DEBT SERVICE	-	-	(899,880)	-	899,880	-	-
TOTAL CAPITAL IMPROVEMENT FUND	4,316,296	2,740,250	(899,880)	(5,409,790)	3,253,124	-	4,000,000
<b>SPECIAL PROJECT FUND</b>	453,852	2,248,900	-	(3,215,910)	513,158	-	-
<b>TRANSNET FUND</b>	3,487	649,000	-	(649,000)	-	-	3,487
<b>RTCIP</b>	38,130	-	-	(36,000)	-	-	2,130
<b>WORKERS' COMPENSATION FUND</b>	502,835	362,000	(322,750)	-	-	-	542,085
<b>WATER FUND</b>							
NET POSITION	1,799,681	4,995,000	(5,189,190)	-	-	(1,094,455)	511,036
RESTRICTED:							
CONTRIBUTED CAPITAL	4,028,272	-	-	-	-	-	4,028,272
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
CAPTIAL REPLACEMENT	470,000	-	-	(1,036,455)	916,455	-	350,000
NET PENSION LIABILITY	(1,962,119)	-	-	-	-	-	(1,962,119)
PENSION RESERVE	1,000,000	-	-	-	-	-	1,000,000
OPERATING RESERVE	500,000	-	-	-	150,000	-	650,000
EQUIPMENT REPLACEMENT	200,000	-	(28,000)	-	28,000	-	200,000
UTILITY PLANT IN SERVICE	7,423,130	-	(385,000)	-	-	-	7,038,130
TOTAL WATER FUND	13,708,964	4,995,000	(5,602,190)	(1,036,455)	1,094,455	(1,094,455)	12,065,319

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
RESERVE SUMMARY**

	<b>BEGINNING BALANCE JUL 1, 2025 ACTUAL</b>	<b>REVENUES FY 2026</b>	<b>O &amp; M EXPENDITURES FY 2026</b>	<b>CIP EXPENDITURES FY 2026</b>	<b>TRANSFERS IN FY 2026</b>	<b>(OUT) FY 2026</b>	<b>ENDING BALANCE JUN 30, 2026 ESTIMATE</b>
<b>CLEANWATER FUND</b>							
NET POSITION	-	612,500	(911,651)	-	299,151	-	-
DESIGNATED							
UTILITY PLANT IN SERVICE	536,251			-			536,251
ENCUMBRANCES	515,984		(145,249)	(370,735)	-		-
CAPITAL REPLACEMENT	-	244,790		(575,679)	330,889		-
TOTAL CLEAN WATER FUND	1,052,235	857,290	(1,056,900)	(946,414)	630,040	-	536,251
<b>WASTEWATER FUND</b>							
NET POSITION	1,940,691	4,515,960	(4,781,990)	-	-	(1,061,980)	612,681
RESTRICTED							
IBANK RESERVE	228,828	-	-	-	-	-	228,828
CONTRIBUTED CAPITAL	650,814	-	-	-	-	-	650,814
LOAN RESERVE-STATE REVOLVING	332,979	-	-	-	-	-	332,979
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
CAPITAL REPLACEMENT	500,000	-	-	(1,005,080)	855,080	-	350,000
NET PENSION LIABILITY	(1,962,119)	-	-	-	-	-	(1,962,119)
PENSION RESERVE	900,000	-	-	-	-	-	900,000
OPERATING RESERVE	408,000	-	-	-	192,000	-	600,000
EQUIPMENT REPLACEMENT	300,000	-	(14,900)	-	14,900	-	300,000
UTILITY PLANT IN SERVICE	7,895,094	-	(700,000)	-	-	-	7,195,094
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
TOTAL WASTEWATER FUND	11,444,287	4,515,960	(5,496,890)	(1,005,080)	1,061,980	(1,061,980)	9,458,277
<b>TOTAL ENTERPRISE FUNDS</b>	<b>26,205,486</b>	<b>10,368,250</b>	<b>(12,155,980)</b>	<b>(2,987,949)</b>	<b>2,786,475</b>	<b>(2,156,435)</b>	<b>22,059,847</b>
<b>TOTAL - ALL FUNDS</b>	<b>55,168,603</b>	<b>52,156,535</b>	<b>(34,771,935)</b>	<b>(28,298,989)</b>	<b>10,308,546</b>	<b>(10,308,546)</b>	<b>44,254,214</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL REVENUE FINAL FY2023-24	ACTUAL REVENUE FINAL FY2024-25	ACTUAL REVENUE MID-YEAR FY2024-25	% RECVD FINAL FY2024-25	CURRENT ADOPTED BUDGET FY2025-26	ENC & APPROP FY2025-26	MID-YEAR BUDGET REQUEST FY2025-26	PROPOSED AMENDED BUDGET FY2025-26	ACTUAL REVENUE MIDYEAR FY 2025-26	% RECVD MIDYEAR FY2025-26	PROJECTED REVENUE FY2025-26
<b>GENERAL FUND</b>											
<b>TAXES</b>											
PROPERTY TAX	7,651,288	8,088,157	3,330,496	41.2%	8,394,000	-	61,000	8,455,000	3,590,756	42.5%	8,455,000
VLF IN LIEU OF PROPERTY TAX	807,116	858,932	-	0.0%	860,000	-	44,840	904,840	-	0.0%	904,840
SALES AND USE TAX	2,196,466	2,297,404	895,354	39.0%	2,300,000	-	-	2,300,000	970,389	42.2%	2,300,000
TRANSIENT OCCUPANCY TAX	3,799,038	4,084,758	2,209,192	54.1%	4,160,000	-	175,000	4,335,000	2,409,836	55.6%	4,335,000
TRANSIENT OCCUPANCY TAX - STR	-	-	-	0.0%	193,750	-	(65,000)	128,750	-	0.0%	125,000
BUSINESS LICENSE TAX	362,769	360,364	203,298	56.4%	350,000	-	-	350,000	211,473	60.4%	360,000
FRANCHISE TAX	446,816	422,411	77,866	18.4%	420,000	-	-	420,000	70,890	16.9%	418,050
REAL PROPERTY TRANSFER TAX	178,484	171,806	70,777	41.2%	150,000	-	-	150,000	73,734	49.2%	180,000
<b>TOTAL</b>	<b>15,441,977</b>	<b>16,283,832</b>	<b>6,786,983</b>	<b>41.7%</b>	<b>16,827,750</b>	<b>-</b>	<b>215,840</b>	<b>17,043,590</b>	<b>7,327,078</b>	<b>43.0%</b>	<b>17,077,890</b>
<b>LICENSES &amp; PERMITS</b>											
LICENSES & PERMITS	3,485	4,615	750	16.3%	500	-	-	500	-	0.0%	500
JUNIOR LIFE GUARD	90,310	92,770	1,615	1.7%	95,000	-	-	95,000	1,021	1.1%	95,000
PARKING PERMITS	27,387	34,995	13,165	37.6%	30,000	-	-	30,000	19,148	63.8%	37,000
<b>TOTAL</b>	<b>121,181</b>	<b>132,380</b>	<b>15,530</b>	<b>11.7%</b>	<b>125,500</b>	<b>-</b>	<b>-</b>	<b>125,500</b>	<b>20,169</b>	<b>16.1%</b>	<b>132,500</b>
<b>FINES &amp; FORFEITURES</b>											
MOVING VIOLATIONS/VEHICLE CODE FINES	69,284	66,761	31,893	47.8%	65,000	-	-	65,000	27,835	42.8%	65,000
PARKING VIOLATIONS	1,395,851	1,538,560	569,311	37.0%	1,400,000	-	150,000	1,550,000	141,045	9.1%	1,550,000
PENALTIES	25,267	22,788	9,505	41.7%	9,000	-	21,000	30,000	22,558	75.2%	30,000
ADMINISTRATIVE CITATIONS	55,152	41,590	24,115	58.0%	45,000	-	-	45,000	11,187	24.9%	25,000
RED LIGHT ENFORCEMENT	94,156	86,561	38,291	44.2%	80,000	-	-	80,000	33,161	41.5%	75,000
<b>TOTAL</b>	<b>1,639,711</b>	<b>1,756,260</b>	<b>673,115</b>	<b>38.3%</b>	<b>1,599,000</b>	<b>-</b>	<b>171,000</b>	<b>1,770,000</b>	<b>235,786</b>	<b>13.3%</b>	<b>1,745,000</b>
<b>REVENUE FROM USE OF ASSETS</b>											
INV EARN-GENERAL	925,444	892,952	378,132	42.3%	400,000	-	390,000	790,000	349,382	44.2%	790,000
RENTAL INCOME	240,743	256,210	182,029	71.0%	235,000	-	37,000	272,000	187,768	69.0%	272,170
PARKING METER INCOME	1,433,473	1,734,993	892,896	51.5%	1,535,000	-	165,000	1,700,000	954,790	56.2%	1,700,000
SIDEWALK CAFÉ USER FEE	12,371	7,980	4,055	50.8%	4,000	-	-	4,000	2,577	64.4%	3,000
<b>TOTAL</b>	<b>2,612,031</b>	<b>2,892,135</b>	<b>1,457,112</b>	<b>50.4%</b>	<b>2,174,000</b>	<b>-</b>	<b>592,000</b>	<b>2,766,000</b>	<b>1,494,517</b>	<b>54.0%</b>	<b>2,765,170</b>
<b>REVENUE FROM OTHER AGENCIES</b>											
MOTOR VEHICLE LICENSE FEE	4,868	6,229	-	0.0%	4,000	-	-	4,000	-	0.0%	6,000
PUBLIC SAFETY AUGMENTATION FUND	107,890	109,006	46,154	42.3%	100,000	-	-	100,000	36,654	36.7%	105,000
HOMEOWNER EXEMPT	34,592	34,652	5,150	14.9%	30,000	-	-	30,000	-	0.0%	34,600
STATE MANDATED COST REIMB	128	-	-	0.0%	-	-	-	-	-	0.0%	-
FEDERAL/STATE/LOCAL GRANTS	24,406	5,000	5,000	100.0%	-	-	-	-	5,000	100.0%	5,000
CORONAVIRUS RELIEF FUNDS	-	-	-	0.0%	162,310	-	-	162,310	-	0.0%	162,310
ON-TRACK PARIMUTUEL	-	-	-	0.0%	-	-	24,340	24,340	24,344	100.0%	24,340
OFF-TRACK PARIMUTUEL	7,465	5,726	1,366	23.9%	5,000	-	-	5,000	1,459	29.2%	6,000
SOLID WASTE	12,620	12,932	12,932	100.0%	12,900	-	-	12,900	12,639	98.0%	12,640
<b>TOTAL</b>	<b>191,969</b>	<b>173,545</b>	<b>70,602</b>	<b>40.7%</b>	<b>314,210</b>	<b>-</b>	<b>24,340</b>	<b>338,550</b>	<b>80,096</b>	<b>23.7%</b>	<b>355,890</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL REVENUE FINAL FY2023-24	ACTUAL REVENUE FINAL FY2024-25	ACTUAL REVENUE MID-YEAR FY2024-25	% RECV'D FINAL FY2024-25	CURRENT ADOPTED BUDGET FY2025-26	ENC & APPROP FY2025-26	MID-YEAR BUDGET REQUEST FY2025-26	PROPOSED AMENDED BUDGET FY2025-26	ACTUAL REVENUE MIDYEAR FY 2025-26	% RECV'D MIDYEAR FY2025-26	PROJECTED REVENUE FY2025-26
<b>CHARGES - PLANNING SERVICES</b>											
PLANNING SERVICES	502,183	552,483	314,907	57.0%	525,000	-	(35,000)	490,000	244,239	49.8%	490,000
ENGINEERING SERVICES	171,259	124,232	77,847	62.7%	120,000	-	-	120,000	61,260	51.1%	122,520
BUILDING SERVICES	612,862	474,017	292,629	61.7%	500,000	-	(60,000)	440,000	221,322	50.3%	442,500
<b>TOTAL</b>	<b>1,286,304</b>	<b>1,150,732</b>	<b>685,383</b>	<b>59.6%</b>	<b>1,145,000</b>	<b>-</b>	<b>(95,000)</b>	<b>1,050,000</b>	<b>526,821</b>	<b>50.2%</b>	<b>1,055,020</b>
<b>OTHER REVENUE SOURCES</b>											
PARKING IN-LIEU FEE	13,764	10,372	2,669	25.7%	2,500	-	-	2,500	4,122	164.9%	4,120
ADMINISTRATIVE CHARGE	937,650	965,790	482,898	50.0%	994,760	-	-	994,760	497,380	50.0%	994,760
ADMINISTRATIVE CHARGE-MEASURE Q	90,528	152,731	-	0.0%	150,000	-	-	150,000	-	0.0%	150,000
EXPENDITURE REIMBURSEMENT	148,006	53,613	30,766	57.4%	35,000	-	-	35,000	18,119	51.8%	42,000
MISCELLANEOUS	73,594	683,836	81,274	11.9%	26,500	-	28,000	54,500	50,609	92.9%	55,410
<b>TOTAL</b>	<b>1,263,541</b>	<b>1,866,342</b>	<b>597,607</b>	<b>32.0%</b>	<b>1,208,760</b>	<b>-</b>	<b>28,000</b>	<b>1,236,760</b>	<b>570,230</b>	<b>46.1%</b>	<b>1,246,290</b>
<b>TOTAL GENERAL FUND</b>	<b>22,556,715</b>	<b>24,255,226</b>	<b>10,286,332</b>	<b>42.4%</b>	<b>23,394,220</b>	<b>-</b>	<b>936,180</b>	<b>24,330,400</b>	<b>10,254,697</b>	<b>42.1%</b>	<b>24,377,760</b>
<b>MEASURE Q FUND</b>	<b>3,780,939</b>	<b>3,958,543</b>	<b>1,537,116</b>	<b>38.8%</b>	<b>15,627,380</b>	<b>-</b>	<b>(6,950,000)</b>	<b>8,677,380</b>	<b>1,317,229</b>	<b>15.2%</b>	<b>8,680,000</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	<b>107,381</b>	<b>114,392</b>	<b>39,257</b>	<b>34.3%</b>	<b>107,000</b>	<b>-</b>	<b>-</b>	<b>107,000</b>	<b>46,271</b>	<b>43.2%</b>	<b>104,560</b>
<b>GAS TAX FUND</b>	<b>114,641</b>	<b>115,990</b>	<b>42,124</b>	<b>36.3%</b>	<b>119,560</b>	<b>-</b>	<b>-</b>	<b>119,560</b>	<b>51,183</b>	<b>42.8%</b>	<b>119,280</b>
<b>OPEN SPACE FUND</b>											
TAXES	18,144	5,374	2,308	42.9%	6,000	-	-	6,000	200	3.3%	5,300
LICENSE & PERMITS	403,365	423,758	195,030	46.0%	390,000	-	-	390,000	182,767	46.9%	410,000
RENTAL INCOME	-	221,676	110,838	50.0%	227,200	-	-	227,200	113,610	50.0%	227,200
FEDERAL/STATE/LOCAL GRANTS	215,672	-	-	0.0%	-	1,393,635	-	1,393,635	-	0.0%	1,393,635
ON-TRACK PARIMUTUEL	-	-	-	0.0%	-	-	16,230	16,230	16,229	100.0%	16,230
OFF-TRACK PARIMUTUEL	4,976	3,817	911	23.9%	3,000	-	-	3,000	972	32.4%	4,000
MISCELLANEOUS	42,952	6,302	3,445	54.7%	4,000	-	-	4,000	3,183	79.6%	5,000
<b>TOTAL OPEN SPACE FUND</b>	<b>685,109</b>	<b>660,927</b>	<b>312,532</b>	<b>47.3%</b>	<b>630,200</b>	<b>1,393,635</b>	<b>16,230</b>	<b>2,040,065</b>	<b>316,961</b>	<b>15.5%</b>	<b>2,061,365</b>
<b>SUPPLEMENTAL LAW FUND</b>	<b>192,923</b>	<b>199,879</b>	<b>126,665</b>	<b>63.4%</b>	<b>160,000</b>	<b>-</b>	<b>41,530</b>	<b>201,530</b>	<b>131,537</b>	<b>65.3%</b>	<b>201,530</b>
<b>REGIONAL COMMUNICATION</b>	<b>46,159</b>	<b>45,165</b>	<b>-</b>	<b>0.0%</b>	<b>46,000</b>	<b>-</b>	<b>-</b>	<b>46,000</b>	<b>-</b>	<b>0.0%</b>	<b>46,000</b>
<b>GRANTS FUND</b>	<b>87,833</b>	<b>85,067</b>	<b>13,664</b>	<b>16.1%</b>	<b>62,400</b>	<b>-</b>	<b>12,600</b>	<b>75,000</b>	<b>46,363</b>	<b>61.8%</b>	<b>75,000</b>
<b>HOUSING FUND</b>	<b>42,364</b>	<b>222,137</b>	<b>191,109</b>	<b>86.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>
<b>AB 939</b>	<b>251,345</b>	<b>179,710</b>	<b>51,140</b>	<b>28.5%</b>	<b>154,000</b>	<b>-</b>	<b>-</b>	<b>154,000</b>	<b>75,000</b>	<b>48.7%</b>	<b>154,000</b>
<b>PEG FEE FUND</b>	<b>40,405</b>	<b>36,839</b>	<b>9,023</b>	<b>24.5%</b>	<b>37,200</b>	<b>-</b>	<b>-</b>	<b>37,200</b>	<b>17,344</b>	<b>46.6%</b>	<b>37,200</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL REVENUE FINAL FY2023-24	ACTUAL REVENUE FINAL FY2024-25	ACTUAL REVENUE MID-YEAR FY2024-25	% RECV'D FINAL FY2024-25	CURRENT ADOPTED BUDGET FY2025-26	ENC & APPROP FY2025-26	MID-YEAR BUDGET REQUEST FY2025-26	PROPOSED AMENDED BUDGET FY2025-26	ACTUAL REVENUE MIDYEAR FY 2025-26	% RECV'D MIDYEAR FY2025-26	PROJECTED REVENUE FY2025-26
<b>CAPITAL IMPROVEMENT FUND</b>											
FEDERAL/STATE GRANTS	208,899	182,145	2,226	1.2%	1,170,000	1,309,220	63,230	2,542,450	63,230	2.5%	2,542,450
MISCELLANEOUS	202,872	214,538	137,543	100.0%	219,000	-	(21,200)	197,800	-	100.0%	197,800
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>	<b>411,771</b>	<b>396,683</b>	<b>139,769</b>	<b>35.2%</b>	<b>1,389,000</b>	<b>1,309,220</b>	<b>42,030</b>	<b>2,740,250</b>	<b>63,230</b>	<b>2.3%</b>	<b>2,740,250</b>
<b>TRANSNET FUND</b>											
	228,931	191,281	80	0.0%	131,000	518,000	-	649,000	-	0.0%	649,000
<b>RTCIP FUND</b>											
	4,977	1,525	873	100.0%	-	-	-	-	-	0.0%	-
<b>SPECIAL PROJECTS FUND</b>											
	-	177,814	-	0.0%	1,545,000	703,900	-	2,248,900	87,403	0.0%	2,248,900
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>28,551,493</b>	<b>30,641,178</b>	<b>12,749,684</b>	<b>41.6%</b>	<b>43,402,960</b>	<b>3,924,755</b>	<b>(5,901,430)</b>	<b>41,426,285</b>	<b>12,407,218</b>	<b>30.0%</b>	<b>41,494,845</b>
<b>WORKERS' COMPENSATION FUND</b>											
	349,499	395,606	192,817	48.7%	419,190	-	(57,190)	362,000	180,272	49.8%	362,000
<b>WATER UTILITY FUND</b>											
WATER SALES	2,365,627	2,760,874	1,515,410	54.9%	2,700,000	-	200,000	2,900,000	1,618,099	55.8%	2,900,000
READY TO SERVE CHARGE	1,954,206	2,021,281	949,921	47.0%	2,000,000	-	-	2,000,000	1,029,252	51.5%	2,000,000
OTHER CONNECTION FEES	68,356	56,558	19,686	34.8%	30,000	-	-	30,000	11,966	39.9%	30,000
MISCELLANEOUS	200,549	163,392	99,136	60.7%	65,000	-	-	65,000	17,960	27.6%	65,000
<b>TOTAL OPERATING REVENUE</b>	<b>4,588,738</b>	<b>5,002,105</b>	<b>2,584,153</b>	<b>51.7%</b>	<b>4,795,000</b>	<b>-</b>	<b>200,000</b>	<b>4,995,000</b>	<b>2,677,277</b>	<b>53.6%</b>	<b>4,995,000</b>
<b>CLEAN WATER PROGRAM</b>											
SERVICE CHARGE	657,722	617,884	304,405	49.3%	575,000	-	-	575,000	302,009	52.5%	585,000
MISCELLANEOUS	10,973	7,869	2,423	30.8%	282,290	-	-	282,290	1,369	0.5%	279,890
<b>TOTAL CLEAN WATER PROGRAM</b>	<b>668,695</b>	<b>625,753</b>	<b>306,828</b>	<b>49.0%</b>	<b>857,290</b>	<b>-</b>	<b>-</b>	<b>857,290</b>	<b>303,378</b>	<b>35.4%</b>	<b>864,890</b>
<b>WASTEWATER FUND</b>											
SERVICE CHARGES	1,954,106	2,178,563	1,009,510	46.3%	2,200,000	-	15,000	2,215,000	1,114,775	50.3%	2,215,000
USAGE CHARGES	1,950,126	2,026,033	1,028,892	50.8%	2,100,000	-	100,000	2,200,000	1,182,501	53.8%	2,200,000
OTHER SEWER FEES	83,766	83,766	19,331	23.1%	40,000	-	(30,000)	10,000	3,222	32.2%	10,000
MISCELLANEOUS	188,378	172,209	90,154	52.4%	90,960	-	-	90,960	8,397	9.2%	90,960
<b>TOTAL WASTEWATER FUND</b>	<b>4,176,376</b>	<b>4,460,571</b>	<b>2,147,887</b>	<b>48.2%</b>	<b>4,430,960</b>	<b>-</b>	<b>85,000</b>	<b>4,515,960</b>	<b>2,308,895</b>	<b>51.1%</b>	<b>4,515,960</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>9,433,809</b>	<b>10,088,429</b>	<b>5,038,868</b>	<b>49.9%</b>	<b>10,083,250</b>	<b>-</b>	<b>285,000</b>	<b>10,368,250</b>	<b>5,289,550</b>	<b>51.0%</b>	<b>10,375,850</b>
<b>TOTAL ALL FUNDS</b>	<b>38,334,801</b>	<b>41,125,213</b>	<b>17,981,369</b>	<b>43.7%</b>	<b>53,905,400</b>	<b>3,924,755</b>	<b>(5,673,620)</b>	<b>52,156,535</b>	<b>17,877,040</b>	<b>34.3%</b>	<b>52,232,695</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2023-24	ACTUAL EXP FINAL FY 2024-25	ACTUAL EXP MID-YEAR FY 2024-25	% EXPENSED MID-YEAR FY 2024-25	CURRENT ADOPTED BUDGET FY 2025-26	ENC & APPROP FY 2024-25	MID-YEAR BUDGET REQUEST FY 2024-25	PROPOSED AMENDED BUDGET FY 2024-25	ACTUAL EXP MIDYEAR FY 2024-25	% EXP MIDYEAR FY 2024-25	PROJECTED EXP FY 2024-25
<b>GENERAL FUND</b>											
<b>GENERAL GOVERNMENT</b>											
CITY COUNCIL	41,603	48,113	10,440	21.7%	78,970	-	-	78,970	23,872	30.2%	66,770
LEGAL SERVICES	700,194	634,897	201,991	31.8%	550,000	-	50,000	600,000	248,595	41.4%	600,000
CITY MANAGER	878,774	1,002,306	418,517	41.8%	1,071,350	5,000	-	1,076,350	529,677	49.2%	1,081,840
HUMAN RESOURCES	258,453	283,609	145,932	51.5%	316,850	-	-	316,850	139,876	44.1%	329,490
CITY CLERK	361,529	432,525	227,303	52.6%	370,080	-	-	370,080	190,425	51.5%	375,690
INFORMATION SYSTEMS	548,153	471,783	349,802	74.1%	540,380	4,787	-	545,167	298,313	54.7%	538,940
FINANCE SERVICES	764,865	801,530	352,223	43.9%	1,015,980	-	-	1,015,980	394,198	38.8%	1,028,010
RISK MANAGEMENT	368,636	804,507	401,001	49.8%	554,500	-	(56,000)	498,500	472,356	94.8%	498,000
PLANNING SERVICES	1,508,816	1,744,868	956,054	54.8%	1,929,860	-	22,000	1,951,860	976,267	50.0%	1,951,130
CODE ENFORCEMENT	161,031	145,465	99,344	68.3%	141,990	-	-	141,990	75,001	52.8%	145,600
BUILDING SERVICES	476,118	389,145	247,615	63.6%	403,500	-	(48,000)	355,500	136,279	38.3%	354,000
<b>TOTAL</b>	<b>6,068,172</b>	<b>6,758,748</b>	<b>3,410,222</b>	<b>50.5%</b>	<b>6,973,460</b>	<b>9,787</b>	<b>(32,000)</b>	<b>6,951,247</b>	<b>3,484,859</b>	<b>50.1%</b>	<b>6,969,470</b>
<b>PUBLIC SAFETY</b>											
LAW ENFORCEMENT	2,747,809	2,837,524	978,161	34.5%	3,072,560	-	-	3,072,560	1,007,959	32.8%	3,068,850
LIFEGUARD SERVICES	1,516,815	1,664,222	866,376	52.1%	1,730,100	-	-	1,730,100	937,835	54.2%	1,740,100
PARKING ENFORCEMENT	1,046,838	1,181,768	573,396	48.5%	1,213,570	-	24,000	1,237,570	568,465	45.9%	1,236,730
FIRE PROTECTION	2,741,927	2,970,463	1,481,517	49.9%	3,116,030	-	60,000	3,176,030	1,601,453	50.4%	3,166,000
HAZARDOUS WASTE MANAGEMENT	20,077	21,907	21,907	100.0%	23,850	-	-	23,850	23,372	98.0%	24,420
SOLID WASTE	3,001	3,345	191	5.7%	5,000	-	-	5,000	887	17.7%	3,000
EMERGENCY PREPAREDNESS	3,152	2,973	1,327	44.6%	5,750	-	-	5,750	1,142	19.9%	5,750
<b>TOTAL</b>	<b>8,079,619</b>	<b>8,682,202</b>	<b>3,922,875</b>	<b>45.2%</b>	<b>9,166,860</b>	<b>-</b>	<b>84,000</b>	<b>9,250,860</b>	<b>4,141,113</b>	<b>44.8%</b>	<b>9,244,850</b>
<b>PUBLIC WORKS</b>											
ENGINEERING SERVICES	284,858	170,231	73,229	43.0%	314,750	-	-	314,750	71,556	22.7%	314,750
STORM DRAIN	199,913	221,939	147,414	66.4%	359,740	10,700	(90,000)	280,440	131,465	46.9%	277,050
FACILITIES	284,889	254,698	102,166	40.1%	577,010	47,168	-	624,178	240,446	38.5%	625,000
<b>TOTAL</b>	<b>769,660</b>	<b>646,868</b>	<b>322,809</b>	<b>49.9%</b>	<b>1,251,500</b>	<b>57,868</b>	<b>(90,000)</b>	<b>1,219,368</b>	<b>443,467</b>	<b>36.4%</b>	<b>1,216,800</b>
<b>NON-DEPARTMENTAL</b>											
COMMUNITY SUPPORT	385,398	472,548	287,159	60.8%	482,600	-	-	482,600	287,475	59.6%	479,700
TV STUDIO	89,375	120,488	16,373	13.6%	124,950	-	-	124,950	19,261	15.4%	125,570
CITY MEMBERSHIPS	101,741	105,164	101,308	96.3%	112,310	-	-	112,310	105,798	94.2%	109,750
CITY HALL - GENERAL	156,326	170,691	100,817	59.1%	188,050	-	-	188,050	83,671	44.5%	193,310
<b>TOTAL</b>	<b>732,840</b>	<b>868,891</b>	<b>505,657</b>	<b>58.2%</b>	<b>907,910</b>	<b>-</b>	<b>-</b>	<b>907,910</b>	<b>496,205</b>	<b>54.7%</b>	<b>908,330</b>
<b>TOTAL GENERAL FUND BEFORE EQUIPMENT REPLACEMENT</b>	<b>15,650,291</b>	<b>16,956,709</b>	<b>8,161,563</b>	<b>48.1%</b>	<b>18,299,730</b>	<b>67,655</b>	<b>(38,000)</b>	<b>18,329,385</b>	<b>8,565,644</b>	<b>46.7%</b>	<b>18,339,450</b>
EQUIPMENT REPLACEMENT	270,159	118,909	60,953	51.3%	112,240	-	15,000	127,240	38,272	30.1%	112,240
<b>TOTAL GENERAL FUND INCLUDING EQUIPMENT REPLACEMENT</b>	<b>15,920,450</b>	<b>17,075,618</b>	<b>8,222,516</b>	<b>48.2%</b>	<b>18,411,970</b>	<b>67,655</b>	<b>(23,000)</b>	<b>18,456,625</b>	<b>8,603,916</b>	<b>46.6%</b>	<b>18,451,690</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2023-24	ACTUAL EXP FINAL FY 2024-25	ACTUAL EXP MID-YEAR FY 2024-25	% EXPENSED MID-YEAR FY 2024-25	CURRENT ADOPTED BUDGET FY 2025-26	ENC & APPROP FY 2024-25	MID-YEAR BUDGET REQUEST FY 2024-25	PROPOSED AMENDED BUDGET FY 2024-25	ACTUAL EXP MIDYEAR FY 2024-25	% EXP MIDYEAR FY 2024-25	PROJECTED EXP FY 2024-25
<b>MEASURE Q FUND</b>	<b>1,174,333</b>	<b>6,885,074</b>	<b>490,157</b>	<b>7.1%</b>	<b>12,892,215</b>	<b>1,352,130</b>	<b>-</b>	<b>14,244,345</b>	<b>852,553</b>	<b>6.0%</b>	<b>14,244,345</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>
<b>GAS TAX FUND</b>											
STREET MAINTENANCE	269,233	277,835	151,983	54.7%	518,280	12,900	(35,000)	496,180	228,935	46.1%	495,270
STREET LIGHTS/SIGNS	174,857	152,887	52,538	34.4%	204,630	-	-	204,630	65,906	32.2%	203,420
STREET LANDSCAPING	314,882	277,867	126,681	45.6%	308,450	-	16,550	325,000	87,614	27.0%	325,000
<b>TOTAL GAS TAX FUND</b>	<b>758,972</b>	<b>708,589</b>	<b>331,202</b>	<b>46.7%</b>	<b>1,031,360</b>	<b>12,900</b>	<b>(18,450)</b>	<b>1,025,810</b>	<b>382,455</b>	<b>37.3%</b>	<b>1,023,690</b>
<b>OPEN SPACE FUND</b>											
POWERHOUSE OPERATIONS	426,569	481,065	199,801	41.5%	518,870	-	(20,000)	498,870	248,380	49.8%	497,960
BEACH MAINTENANCE	334,473	380,586	152,942	40.2%	481,570	-	20,000	501,570	230,992	46.1%	498,880
PARK MAINTENANCE	434,342	451,888	195,166	43.2%	515,790	-	27,000	542,790	154,738	28.5%	542,480
<b>TOTAL OPEN SPACE FUND</b>	<b>1,195,384</b>	<b>1,313,539</b>	<b>547,909</b>	<b>41.7%</b>	<b>1,516,230</b>	<b>-</b>	<b>27,000</b>	<b>1,543,230</b>	<b>634,110</b>	<b>41.1%</b>	<b>1,539,320</b>
<b>SUPPLEMENTAL LAW ENFORCEMENT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>
<b>REGIONAL COMMUNICATION FUND</b>	<b>44,521</b>	<b>45,168</b>	<b>-</b>	<b>0.0%</b>	<b>61,250</b>	<b>-</b>	<b>-</b>	<b>61,250</b>	<b>-</b>	<b>0.0%</b>	<b>61,250</b>
<b>GRANTS FUND</b>	<b>68,491</b>	<b>81,066</b>	<b>12,695</b>	<b>15.7%</b>	<b>61,500</b>	<b>-</b>	<b>-</b>	<b>61,500</b>	<b>20,830</b>	<b>33.9%</b>	<b>61,500</b>
<b>HOUSING FUND</b>	<b>45,684</b>	<b>57,328</b>	<b>57,234</b>	<b>99.8%</b>	<b>61,660</b>	<b>-</b>	<b>-</b>	<b>61,660</b>	<b>61,657</b>	<b>100.0%</b>	<b>61,660</b>
<b>AB 939</b>	<b>64,849</b>	<b>72,574</b>	<b>29,403</b>	<b>40.5%</b>	<b>95,480</b>	<b>12,330</b>	<b>-</b>	<b>107,810</b>	<b>21,142</b>	<b>19.6%</b>	<b>107,810</b>
<b>PEG FEE FUND</b>	<b>10,736</b>	<b>31,813</b>	<b>3,837</b>	<b>12.1%</b>	<b>11,900</b>	<b>-</b>	<b>63,540</b>	<b>75,440</b>	<b>5,166</b>	<b>6.8%</b>	<b>75,440</b>
<b>TOTAL GENERAL O&amp;M FUNDS</b>	<b>19,283,420</b>	<b>26,270,769</b>	<b>9,694,953</b>	<b>36.9%</b>	<b>34,143,565</b>	<b>1,445,015</b>	<b>49,090</b>	<b>35,637,670</b>	<b>10,581,829</b>	<b>29.7%</b>	<b>35,626,705</b>
<b>CAPITAL IMPROVEMENT FUNDS</b>											
OPEN SPACE CIP	146,197	206,364	106,267	51.5%	50,000	1,705,995	-	1,755,995	8,121	0.5%	174,145
GENERAL FUND CIP	2,230,198	2,458,116	817,743	33.3%	4,707,750	2,452,040	(1,750,000)	5,409,790	305,291	5.6%	7,159,790
DEBT SERVICE-CITY HALL	902,860	901,391	689,595	76.5%	899,880	-	-	899,880	695,276	77.3%	899,880
TRANSNET II CIP	228,756	191,159	-	0.0%	131,000	518,000	-	649,000	-	0.0%	649,000
RTCIP FUND	-	-	-	0.0%	36,000	-	-	36,000	-	0.0%	36,000
<b>TOTAL CAPITAL IMPROVEMENT FUNDS</b>	<b>3,508,011</b>	<b>3,757,030</b>	<b>1,613,605</b>	<b>42.9%</b>	<b>5,824,630</b>	<b>4,676,035</b>	<b>(1,750,000)</b>	<b>8,750,665</b>	<b>1,008,688</b>	<b>11.5%</b>	<b>8,918,815</b>
<b>SPECIAL PROJECT FUND</b>	<b>430,060</b>	<b>191,058</b>	<b>102,043</b>	<b>53.4%</b>	<b>2,093,000</b>	<b>1,122,910</b>	<b>-</b>	<b>3,215,910</b>	<b>324,556</b>	<b>10.1%</b>	<b>3,215,910</b>
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>23,221,491</b>	<b>30,218,857</b>	<b>11,410,601</b>	<b>37.8%</b>	<b>42,061,195</b>	<b>7,243,960</b>	<b>(1,700,910)</b>	<b>47,604,245</b>	<b>11,915,073</b>	<b>25.0%</b>	<b>47,761,430</b>

**CITY OF DEL MAR  
FISCAL YEAR 2025-2026  
MID-YEAR FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2023-24	ACTUAL EXP FINAL FY 2024-25	ACTUAL EXP MID-YEAR FY 2024-25	% EXPENSED MID-YEAR FY 2024-25	CURRENT ADOPTED BUDGET FY 2025-26	ENC & APPROP FY 2024-25	MID-YEAR BUDGET REQUEST FY 2024-25	PROPOSED AMENDED BUDGET FY 2024-25	ACTUAL EXP MIDYEAR FY 2024-25	% EXP MIDYEAR FY 2024-25	PROJECTED EXP FY 2024-25
<b>WORKERS' COMPENSATION FUND</b>	<b>261,612</b>	<b>289,382</b>	<b>237,279</b>	<b>82.0%</b>	<b>322,750</b>	-	-	<b>322,750</b>	<b>236,257</b>	<b>73.2%</b>	<b>341,730</b>
<b>WATER FUND</b>											
GENERAL ADMINISTRATION	2,051,373	2,184,901	867,612	39.7%	2,550,360	18,000	295,000	2,863,360	732,079	25.6%	2,863,310
RISK MANAGEMENT	162,220	219,864	200,403	91.1%	266,750	-	-	266,750	235,544	88.3%	242,000
RAW WATER SUPPLY	1,717,992	1,939,778	922,902	47.6%	1,997,150	-	-	1,997,150	1,052,358	52.7%	2,100,000
TREATMENT/DELIVERY	374,796	355,734	150,427	42.3%	474,930	-	-	474,930	172,025	36.2%	444,000
<b>TOTAL WATER FUND O&amp;M</b>	<b>4,306,381</b>	<b>4,700,277</b>	<b>2,141,344</b>	<b>45.6%</b>	<b>5,289,190</b>	<b>18,000</b>	<b>295,000</b>	<b>5,602,190</b>	<b>2,192,006</b>	<b>39.1%</b>	<b>5,649,310</b>
WATER CAP IMPROVEMENT	-	-	16,665	100.0%	312,000	724,455	-	1,036,455	-	0.0%	1,036,455
<b>TOTAL WATER FUND</b>	<b>4,306,381</b>	<b>4,700,277</b>	<b>2,158,009</b>	<b>45.9%</b>	<b>5,601,190</b>	<b>742,455</b>	<b>295,000</b>	<b>6,638,645</b>	<b>2,192,006</b>	<b>33.0%</b>	<b>6,685,765</b>
<b>CLEAN WATER FUND</b>											
PLANNING	78,255	92,943	46,496	50.0%	82,300	-	-	82,300	43,833	53.3%	81,680
CODE ENFORCEMENT	39,025	34,562	25,625	74.1%	36,600	-	-	36,600	20,232	55.3%	37,450
CLEAN WATER MANAGEMENT	307,573	273,178	103,177	37.8%	343,750	-	-	343,750	152,163	44.3%	327,020
PUBLIC WORKS	287,993	310,951	159,493	51.3%	585,850	8,400	-	594,250	137,940	23.2%	559,200
<b>TOTAL CLEAN WATER O &amp; M</b>	<b>712,846</b>	<b>711,634</b>	<b>334,791</b>	<b>47.0%</b>	<b>1,048,500</b>	<b>8,400</b>	<b>-</b>	<b>1,056,900</b>	<b>354,168</b>	<b>33.5%</b>	<b>1,005,350</b>
CLEAN WATER CAP IMPROVEMENT	-	44,227	10,746	24.3%	634,790	311,624	-	946,414	4,195	0.4%	946,414
<b>TOTAL CLEAN WATER FUND</b>	<b>712,846</b>	<b>755,861</b>	<b>345,537</b>	<b>45.7%</b>	<b>1,683,290</b>	<b>320,024</b>	<b>-</b>	<b>2,003,314</b>	<b>358,363</b>	<b>17.9%</b>	<b>1,951,764</b>
<b>WASTEWATER FUND</b>											
RISK MANAGEMENT	162,220	219,864	200,403	91.1%	275,750	-	(24,750)	251,000	235,544	93.8%	251,000
WASTEWATER TRANSPORTATION	57,498	181,634	59,404	32.7%	146,730	-	-	146,730	74,605	50.8%	146,000
WASTEWATER TREATMENT	927,290	1,141,611	463,246	40.6%	1,254,790	-	-	1,254,790	921,677	73.5%	1,255,000
DEBT SERVICE	563,446	562,673	545,735	97.0%	568,300	-	-	568,300	547,069	96.3%	568,300
WASTEWATER PROGRAM	2,550,377	2,567,858	938,029	36.5%	3,161,070	10,000	105,000	3,276,070	758,531	23.2%	3,276,230
<b>TOTAL WASTEWATER FUND O&amp;M</b>	<b>4,260,831</b>	<b>4,673,640</b>	<b>2,206,817</b>	<b>47.2%</b>	<b>5,406,640</b>	<b>10,000</b>	<b>80,250</b>	<b>5,496,890</b>	<b>2,537,426</b>	<b>46.2%</b>	<b>5,496,530</b>
WASTEWATER CAPITAL IMPROVEMENT	(501,927)	-	5,887	100.0%	250,000	755,080	-	1,005,080	16,090	1.6%	1,005,080
<b>TOTAL WASTEWATER FUND</b>	<b>3,758,904</b>	<b>4,673,640</b>	<b>2,212,704</b>	<b>47.3%</b>	<b>5,656,640</b>	<b>765,080</b>	<b>80,250</b>	<b>6,501,970</b>	<b>2,553,516</b>	<b>39.3%</b>	<b>6,501,610</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,778,131</b>	<b>10,129,778</b>	<b>4,716,250</b>	<b>46.6%</b>	<b>12,941,120</b>	<b>1,827,559</b>	<b>375,250</b>	<b>15,143,929</b>	<b>5,103,885</b>	<b>33.7%</b>	<b>15,139,139</b>
<b>TOTAL EXPENDITURES</b>	<b>32,261,234</b>	<b>40,638,017</b>	<b>16,364,130</b>	<b>40.3%</b>	<b>55,325,065</b>	<b>9,071,519</b>	<b>(1,325,660)</b>	<b>63,070,924</b>	<b>17,255,215</b>	<b>27.4%</b>	<b>63,242,299</b>

**City of Del Mar  
Cash Flow Report  
General Fund  
Fiscal Year 2025-26**

	<b>Adopted FY 2026 (6/16/25) (A)</b>	<b>Mid-Year Proposed FY 2026 (2/18/26) (B)</b>	<b>Difference (C=B-A)</b>
<b>Total Revenue</b>	23,394,220	24,330,400	936,180
<b>Total Expenditures</b>	18,372,370	18,456,625	84,255
<b>Transfers</b>			
RMRA Reimb	(107,000)	(328,777)	(221,777)
Gas Tax	911,800	886,270	(25,530)
Open Space	886,030	921,838	35,808
SLESF	(160,000)	(201,941)	(41,941)
Regional Comm	2,072	2,072	-
Clean Water (non-CIP)	416,000	299,151	(116,849)
PEG Fee Reimb	(30,000)	29,973	59,973
Total Transfers	1,918,902	1,608,586	(310,316)
<b>City Hall Debt</b>	899,880	899,880	-
<b>Cash Flow (before CIP &amp; SP)</b>	<b>\$ 2,203,068</b>	<b>\$ 3,365,309</b>	<b>\$ 1,162,241</b>
<b>Transfer to CIP/Reserves</b>			
Open Space CIP	50,000	34,918	(15,082)
General Fund CIP	3,318,630	1,503,244	(1,815,386)
CIP Reserve Transfer	-	850,000	850,000
Clean Water CIP	390,000	330,889	(59,111)
Total CIP	3,758,630	2,719,051	(1,039,579)
<b>Transfer to Special Projects</b>	298,000	513,158	215,158
<b>Cash Flow (after CIP &amp; SP)</b>	<b>\$ (1,853,562)</b>	<b>\$ 133,100</b>	<b>\$ 1,986,662</b>
<b>Reserves</b>			
Contingency Reserves	4,341,582	5,324,903	983,321
Self-Insurance	300,000	377,216	77,216
Housing Reserve	1,900,000	2,325,000	425,000
Pension Reserves	5,200,000	5,842,684	642,684
Leave Liability	100,000	100,000	-
Equipment Replacement	545,102	669,092	123,990
	12,386,684	14,638,895	2,252,211
<b>Other Reserves</b>			
Capital Reserve	2,250,000	4,000,000	1,750,000

**City of Del Mar  
Summary of Continuing Appropriations  
Fiscal Year 2024-25**

Project Name	Department	Account Number	Amounts	
<b>CAPITAL PROJECTS</b>				
<u>General Fund CIP</u>				
Pavement Rehabilitation	PW	40.7000.7009	\$ 752,842	
CDM Bridge over San Dieguito	PW	40.7000.7011	1,309,220	*
Jimmy Durante Blvd Bluff Repairs	PW	40.7000.7026	184,025	
Hoska Ave Alley Assessment	PW	40.7000.7047	45,137	
San Dieguito Dr Development	PW	40.7000.7048	816	
Small Area Pavement Repairs	PW	40.7000.7056	60,000	
Citywide Bridge Repairs	PW	40.7000.7057	<u>100,000</u>	
Total Fund			\$	2,452,040
<u>Open Space CIP</u>				
Powerhouse Trellis	PW	21.7000.7005	\$ 4,360	
Riverpath Del Mar	PW	21.7000.7007	1,393,635	*
29th St Seawall & Beach Access	PW	21.7000.7008	162,000	
Major Arterial Median Improvements	PW	21.7000.7027	115,000	
Powerhouse Repairs & Improvements	PW	21.7000.7055	<u>31,000</u>	
Total Fund			\$	1,705,995
<u>TransNet CIP</u>				
Pavement Rehabilitation	PW	44.7000.7009	<u>\$ 518,000</u>	*
Total Fund			\$	518,000
<u>Clean Water Fund</u>				
Oceanview Drainage/Penny Lane	PW	55.7000.7032	45,086	
Storm Drain Improvements	PW	55.7000.7045	<u>266,538</u>	
			\$	311,624
<b>SPECIAL PROJECTS</b>				
<u>Special Projects</u>				
Housing Element - 6th Cycle	PL	49.8000.8004	\$ 43,391	
SCOUP Sand Replenishment	PL	49.8000.8008	30,218	
Fairgrounds Affordable Housing	PL	49.8000.8013	685,276	*
General Plan Updates	PL	49.8000.8018	48,500	
Affordable Housing Incentives	PL	49.8000.8020	81,000	
Affordable Housing City-owned	PL	49.8000.8023	10,000	
ADU Facilitation Measures	PL	49.8000.8026	37,724	
Fair Housing Amendments	PL	49.8000.8027	5,000	*
6th Cycle Zoning Programs	PL	49.8000.8028	17,127	
TSVS Updates	PL	49.8000.8030	25,000	
Public Tree Policy Update	PL	49.8000.8031	52,000	
Shoreline/Living Levee	PL	49.8000.8032	13,624	*
Implement Solar Access App	PL	49.8000.8033	5,000	
Civic Center Outdoor Lighting	CM	49.8000.8034	20,000	
ERP System Implementation	FI	49.8000.8036	<u>49,050</u>	
Total Fund			\$	1,122,910

**City of Del Mar  
Summary of Continuing Appropriations  
Fiscal Year 2024-25**

Project Name	Department	Account Number	Amounts
<b>MEASURE Q CAPITAL PROJECTS</b>			
<u>Measure Q Fund</u>			
Undergrounding Project - General	PW	02.7000.7001	\$ 67,001
Pavement Rehabilitation	PW	02.7000.7009	91,000
Utility Specialist (PO58-00795)	PW	02.7000.7202	230,990
UUD 1A-Stratford Ct South	PW	02.7000.7202	690,854
Utility Specialist (PO58-00730)	PW	02.7000.7204	<u>272,285</u>
Total Fund			\$ 1,352,130
<b>ENTERPRISE FUNDS CAPITAL PROJECTS</b>			
<u>Water Fund</u>			
Infrastructure Improvements	PW	51.7000.7017	395,670
Valve Replacements	PW	51.7000.7037	88,785
Citywide Pressure Upgrades	PW	51.7000.7054	<u>240,000</u>
			\$ 724,455
<u>Wastewater Fund</u>			
Infrastructure Improvements	PW	57.7000.7024	<u>755,080</u>
			\$ 755,080
Total Continuing Appropriations			<u><u>\$ 8,942,234</u></u>

\* Offset with Federal, State, or Local grants in the amount of \$3,924,755.

**City of Del Mar  
Summary of Encumbrances  
Fiscal Year 2024-25**

Project Name	Department	Account Number	Amounts	
<u>General Fund</u>				
Carahsoft Tech (PO52-00116)	IT	01.5320.3200	\$ 4,787	
Colin Leibold (PO54-00054)	CM	01.5200.3200	5,000	
Major Facility Repairs	PW	01.5854.3200	47,168	
Portillo Concrete (PO58-00860)	PW	01.5841.3200	10,700	
Total Fund			\$	67,655
<u>AB939 Reimbursement Fund</u>				
Solana Center for Env (PO52-00107)	CM	26.5225.3200	\$ 12,330	
Total Fund			\$	12,330
<u>Gas Tax Fund</u>				
Portillo Concrete (PO58-00860)	PW	20.5845.3200	\$ 8,400	
Portillo Concrete (PO58-00860)	PW	20.5845.2300	4,500	
			\$	12,900
<u>Water Fund</u>				
Portillo Concrete (PO58-00860)	PW	51.5840.3200	\$ 18,000	
			\$	18,000
<u>Clean Water Fund</u>				
Portillo Concrete (PO58-00860)	PW	55.5840.3200	\$ 8,400	
			\$	8,400
<u>Wastewater Fund</u>				
Portillo Concrete (PO58-00860)	PW	57.5840.3200	\$ 10,000	
			\$	10,000
Total Encumbrances			\$	129,285



**Davis Farr LLP**  
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612  
Main: 949.474.2020 | Fax: 949.263.5520

Honorable Mayor and Members of City Council  
City of Del Mar, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Del Mar (the "City") as of and for the year ended June 30, 2025, and have issued our report thereon dated January 26, 2026. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated August 5, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence under the American Institute of Certified Public Accountants ("AICPA") independence standards, contained in the Code of Professional Conduct.

We identified self-review threats to independence as a result of non-attest services provided. Those non-attest services included the preparation of the financial statements and recording journal entries detected during the audit process.

To mitigate the risk, management has compared the draft financial statements and footnotes to the underlying accounting records to verify accuracy and has reviewed a disclosure checklist to ensure footnotes are complete and accurate.

Additionally, we utilize a quality control reviewer to perform a second review of journal entries and the financial statements. We believe these safeguards are sufficient to reduce the independence threats to an acceptable level.

### **Significant Risks Identified**

We have identified the following significant risks:

- Implementation of the new Compensated Absences accounting standard, Governmental Accounting Standards Board (GASB) Statement No. 101. As a result, we received the City's records of compensated absences, tested the calculations of the records, and ensured the City's footnote disclosures are accurate and complete in accordance with the new standard.
- Compliance with Federal Grant Requirements. We performed a Single Audit over major programs to test for compliance with federal grant requirements.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies. The City changed the accounting policies related to compensated absences by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 101, Compensated Absences, and risk disclosures related to government vulnerabilities due to concentrations and constraints by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 102, Certain Risk Disclosures, in the fiscal year ended June 30, 2025. Accordingly, the cumulative effect of the accounting changes related to GASB 101 as of the beginning of the year have been reported in the Statement of Activities. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Management's estimate of the transactions related to net pension liabilities based on actuarial information. We evaluated the key factors and assumptions used to develop the amounts used by the actuaries and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

- Management's estimate of revenue and expense accruals related to federal grant programs. We evaluated the key factors and assumptions used to develop the amounts recorded as accruals and determined that they are reasonable in relation to the financial statements taken as a whole.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements were:

- The disclosure of pension obligations in note 9 of the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

### **Significant Unusual Transactions**

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. There were no unusual transactions noted as a result of our audit procedures.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to City's's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management in the letter dated January 26, 2026.

## **Management’s Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

## **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as City’s auditors.

## **Other Information Included in Annual Reports**

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City’s annual report, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Irvine, California  
January 26, 2026



## **INDEPENDENT ACCOUNTANT'S REPORT**

The Honorable Mayor and City Council  
 City of Del Mar, California

We have performed the procedures enumerated below on the City of Del Mar, California (City) appropriations limit worksheets for compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution for the year ended June 30, 2021. The City is responsible for compliance with Section 1.5 of Article XIII B of the California Constitution.

The City has agreed to and acknowledged that these procedures are appropriate to meet the intended purpose of evaluating compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution and the League of California Cities publication entitled *Article XIII B Appropriations Limitation Uniform Guidelines* for the year ended June 30, 2021. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the worksheets referred to above and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote.

Results: No exceptions were noted as a result of our procedures.

2. We recalculated the mathematical computations reflected in the City's worksheets.

Results: No exceptions were noted as a result of our procedures.

3. We compared the current year information used to determine the current year limit and agreed it to worksheets prepared by the City and to information provided by the State Department of Finance.

Results: No exceptions were noted as a result of our procedures.

4. We compared the amount of the prior year appropriations limit presented in the worksheets to the amount adopted by the City Council for the prior year.

Results: No exceptions were noted as a result of our procedures.

The Honorable Mayor and City Council  
City of Del Mar, California  
Page Two

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively on the worksheets referred to above. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by the League publication entitled *Article XIIIB Appropriations Limitation Uniform Guidelines*.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Management of the City of Del Mar, California and is not intended to be, and should not be, used by anyone other than the specified party.

Irvine, California  
January 26, 2026

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
RESERVE SUMMARY**

		<b>BEGINNING BALANCE JUL 1, 2024 ACTUAL</b>	<b>REVENUES FY 2025</b>	<b>O &amp; M EXPENDITURES FY 2025</b>	<b>CIP EXPENDITURES FY 2025</b>	<b>TRANSFERS IN FY 2025</b>	<b>(OUT) FY 2025</b>	<b>ENDING BALANCE JUN 30, 2025 ACTUAL</b>
<b>GENERAL FUND</b>								
CONTINGENCY	<b>34.80%</b>	6,849,772	23,607,037	(16,498,892)	-	1,217,230	\$ (8,671,240)	6,503,908
RESTRICTED:								
SELF-INSURANCE		415,632	353,910	(359,326)	-	-	-	410,216
DESIGNATED:								
ENCUMBRANCES		-	-	-	-	67,655	-	67,655
COASTAL PARKING REVENUE		-	81,900	(81,900)	-	-	-	-
SIDEWALK CAFÉ		-	5,300	(5,300)	-	-	-	-
HOUSING RESERVE		1,600,000	-	-	-	300,000	(250,000)	1,650,000
PENSION RESERVE		4,421,894	207,080	(11,290)	-	360,000	-	4,977,684
LEAVE LIABILITY		100,000	-	-	-	-	-	100,000
EQUIPMENT REPLACEMENT		815,241	-	(118,909)	-	100,000	-	796,332
TOTAL GENERAL FUND		14,202,539	24,255,227	(17,075,617)	-	2,044,885	(8,921,240)	14,505,794
<b>MEASURE Q</b>								
ENCUMBRANCES		9,957,775	3,958,543	-	(6,466,344)	-	-	7,449,974
TOTAL MEASURE Q FUND		418,730	-	-	(418,730)	-	-	-
		10,376,505	3,958,543	-	(6,885,074)	-	-	7,449,974
<b>ROAD MAINTENANCE REHABILITATION ACCT</b>								
		107,385	114,392	-	-	-	-	221,777
<b>GAS TAX FUND</b>								
		-	115,990	(708,589)	-	612,579	-	19,980
<b>OPEN SPACE FUND</b>								
		-	660,927	(1,313,539)	-	652,612	-	-
DESIGNATED								
ENCUMBRANCES		241,725	-	-	(206,364)	267,043	-	302,404
CAPITAL IMPROVEMENT PROJECTS		-	-	-	-	-	-	-
OPEN SPACE ACQUISITION		86,388	-	-	-	-	-	86,388
TREE RESERVE		41,017	-	-	-	-	-	41,017
TOTAL OPEN SPACE FUND		369,130	660,927	(1,313,539)	(206,364)	919,655	-	429,809
<b>SUPPLEMENTAL LAW ENFORCEMENT FUND</b>								
		-	199,879	-	-	-	(199,467)	411
<b>REGIONAL COMMUNICATIONS FUND</b>								
		15,531	45,165	(45,168)	-	-	-	15,529
<b>GRANTS FUND</b>								
		155,774	85,067	(81,066)	-	-	-	159,775

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
RESERVE SUMMARY**

	<b>BEGINNING BALANCE JUL 1, 2024 ACTUAL</b>	<b>REVENUES FY 2025</b>	<b>O &amp; M EXPENDITURES FY 2025</b>	<b>CIP EXPENDITURES FY 2025</b>	<b>TRANSFERS IN FY 2025</b>	<b>TRANSFERS (OUT) FY 2025</b>	<b>ENDING BALANCE JUN 30, 2025 ACTUAL</b>
<b>HOUSING FUND</b>	48,745	222,137	(57,328)	-	-	(55,550)	158,004
<b>AB 939 FUND</b>	572,060	179,710	(72,574)	-	-	-	679,196
<b>PEG FEE FUND</b>	13,241	36,839	(31,813)	-	-	(10,000)	8,267
<b>CAPITAL IMPROVEMENT FUND</b>	47,793	396,683	-	(1,582,556)	1,138,080	-	-
ENCUMBRANCES	875,560	-	-	(875,560)	1,166,296	-	1,166,296
RESERVE FOR CAPITAL	650,000	-	-	-	2,500,000	-	3,150,000
DEBT SERVICE	-	-	(901,391)	-	901,391	-	-
TOTAL CAPITAL IMPROVEMENT FUND	1,573,353	396,683	(901,391)	(2,458,116)	5,705,767	-	4,316,296
<b>SPECIAL PROJECT FUND</b>	798,574	177,814	-	(191,058)	-	(331,478)	453,852
<b>TRANSNET FUND</b>	3,365	191,281	(191,159)	-	-	-	3,487
<b>RTCIP</b>	36,605	1,525	-	-	-	-	38,130
<b>WORKERS' COMPENSATION FUND</b>	396,611	395,606	(289,382)	-	-	-	502,835
<b>WATER FUND</b>							
NET POSITION	1,836,306	5,002,105	(4,789,493)	-	121,498	(370,735)	1,799,681
RESTRICTED:							
CONTRIBUTED CAPITAL	4,028,272	-	-	-	-	-	4,028,272
DESIGNATED							
ENCUMBRANCES	121,498	-	-	-	-	(121,498)	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
CAPITAL REPLACEMENT	470,000	-	-	-	-	-	470,000
NET PENSION LIABILITY	(1,976,172)	-	14,053	-	-	-	(1,962,119)
PENSION RESERVE	1,000,000	-	-	-	-	-	1,000,000
OPERATING RESERVE	500,000	-	-	-	-	-	500,000
EQUIPMENT REPLACEMENT	200,000	-	-	-	-	-	200,000
UTILITY PLANT IN SERVICE	7,347,968	-	75,162	-	-	-	7,423,130
TOTAL WATER FUND	13,777,872	5,002,105	(4,700,278)	-	121,498	(492,233)	13,708,964

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
RESERVE SUMMARY**

	<b>BEGINNING BALANCE JUL 1, 2024 ACTUAL</b>	<b>REVENUES FY 2025</b>	<b>O &amp; M EXPENDITURES FY 2025</b>	<b>CIP EXPENDITURES FY 2025</b>	<b>TRANSFERS IN (OUT) FY 2025</b>		<b>ENDING BALANCE JUN 30, 2025 ACTUAL</b>
<b>CLEANWATER FUND</b>							
NET POSITION	63,698	625,753	(711,634)	-	392,919	-	370,735
DESIGNATED							
UTILITY PLANT IN SERVICE	446,876		-	89,375	-		536,251
ENCUMBRANCES	66,186		-	(133,602)	583,400	(370,735)	145,249
CAPITAL REPLACEMENT RESERVE	-			-	-		-
TOTAL CLEAN WATER FUND	576,760	625,753	(711,634)	(44,227)	976,319	(370,735)	1,052,235
<b>WASTEWATER FUND</b>							
NET POSITION	713,858	4,460,570	(3,608,697)	-	374,960	-	1,940,691
RESTRICTED							
IBANK RESERVE	228,828	-	-	-	-	-	228,828
CONTRIBUTED CAPITAL	650,814	-	-	-	-	-	650,814
LOAN RESERVE-STATE REVOLVING	332,979	-	-	-	-	-	332,979
DESIGNATED							
ENCUMBRANCES	374,960	-	-	-	-	(374,960)	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
CAPITAL REPLACEMENT	500,000	-	-	-	-	-	500,000
NET PENSION LIABILITY	(1,986,628)	-	24,509	-	-	-	(1,962,119)
PENSION RESERVE	900,000	-	-	-	-	-	900,000
OPERATING RESERVE	408,000	-	-	-	-	-	408,000
EQUIPMENT REPLACEMENT	300,000	-	-	-	-	-	300,000
UTILITY PLANT IN SERVICE	8,548,709	-	(653,615)	-	-	-	7,895,094
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
TOTAL WASTEWATER FUND	11,221,520	4,460,570	(4,237,803)	-	374,960	(374,960)	11,444,288
<b>TOTAL ENTERPRISE FUNDS</b>	<b>25,576,152</b>	<b>10,088,429</b>	<b>(9,649,715)</b>	<b>(44,227)</b>	<b>1,472,777</b>	<b>(1,237,928)</b>	<b>26,205,487</b>
<b>TOTAL - ALL FUNDS</b>	<b>54,245,570</b>	<b>41,125,212</b>	<b>(30,417,340)</b>	<b>(9,784,840)</b>	<b>10,755,663</b>	<b>(10,755,663)</b>	<b>55,168,603</b>

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL REVENUE FINAL FY 2022-23	ACTUAL REVENUE FINAL FY 2023-24	ADOPTED BUDGET (6/17/24) FY 2024-25	MID-YEAR AMENDED BUDGET FY 2024-25	ACTUAL REVENUE FINAL FY 2024-25	% RECV'D FY 2024-25	PROJECTED REVENUE FY 2024-25
<b>GENERAL FUND</b>							
<b>TAXES</b>							
PROPERTY TAX	7,241,627	7,651,288	8,032,500	8,032,500	8,088,157	100.7%	8,070,000
VLF IN LIEU OF PROPERTY TAX	759,841	807,116	821,800	821,800	858,932	104.5%	830,000
SALES AND USE TAX	2,306,262	2,196,466	2,300,000	2,300,000	2,297,404	99.9%	2,200,000
TRANSIENT OCCUPANCY TAX	3,816,392	3,799,038	3,820,000	4,000,000	4,084,758	102.1%	4,000,000
BUSINESS LICENSE TAX	276,466	362,769	430,000	350,000	360,364	103.0%	330,000
FRANCHISE TAX	442,409	446,816	350,000	430,000	422,411	98.2%	430,000
REAL PROPERTY TRANSFER TAX	134,893	178,484	140,000	140,000	171,806	122.7%	145,000
<b>TOTAL</b>	<b>14,977,890</b>	<b>15,441,977</b>	<b>15,894,300</b>	<b>16,074,300</b>	<b>16,283,832</b>	<b>101.3%</b>	<b>16,005,000</b>
<b>LICENSES &amp; PERMITS</b>							
LICENSES & PERMITS	2,335	3,485	500	500	4,615	923.0%	750
JUNIOR LIFEGUARD	96,990	90,310	95,000	95,000	92,770	97.7%	95,000
PARKING PERMITS	30,060	27,387	25,000	25,000	34,995	140.0%	30,000
<b>TOTAL</b>	<b>129,385</b>	<b>121,182</b>	<b>120,500</b>	<b>120,500</b>	<b>132,380</b>	<b>109.9%</b>	<b>125,750</b>
<b>FINES &amp; FORFEITURES</b>							
MOVING VIOLATIONS/VEHICLE CODE FINES	58,170	69,284	55,000	55,000	66,761	121.4%	65,000
PARKING VIOLATIONS	1,368,108	1,395,851	1,250,000	1,350,000	1,538,560	114.0%	1,450,000
PENALTIES	5,712	25,267	12,000	12,000	22,788	189.9%	12,000
ADMINISTRATIVE CITATIONS	88,167	55,152	45,000	45,000	41,590	92.4%	45,000
RED LIGHT ENFORCEMENT	73,937	94,156	65,000	65,000	86,561	133.2%	80,000
<b>TOTAL</b>	<b>1,594,094</b>	<b>1,639,710</b>	<b>1,427,000</b>	<b>1,527,000</b>	<b>1,756,261</b>	<b>115.0%</b>	<b>1,652,000</b>
<b>REVENUE FROM USE OF ASSETS</b>							
INTEREST EARNINGS	199,381	925,444	400,000	400,000	892,952	223.2%	400,000
RENTAL INCOME	230,372	240,743	200,000	200,000	256,210	128.1%	240,000
LEASE INCOME/LOSS	-	-	-	-	174,205	100.0%	-
PARKING METER INCOME	1,268,930	1,433,473	1,400,000	1,700,000	1,734,993	102.1%	1,650,000
SIDEWALK CAFÉ USER FEE	1,469	12,371	3,000	3,000	7,980	266.0%	3,000
<b>TOTAL</b>	<b>1,700,152</b>	<b>2,612,031</b>	<b>2,003,000</b>	<b>2,303,000</b>	<b>3,066,340</b>	<b>133.1%</b>	<b>2,293,000</b>
<b>REVENUE FROM OTHER AGENCIES</b>							
MOTOR VEHICLE LICENSE FEE	4,040	4,868	4,000	4,000	6,229	155.7%	4,800
PUBLIC SAFETY AUGMENTATION FUND	107,147	107,890	100,000	100,000	109,006	109.0%	100,000
HOMEOWNER EXEMPT	35,835	34,592	35,000	35,000	34,652	99.0%	30,000
STATE MANDATED COST REIMB	-	128	1,500	1,500	-	0.0%	1,500
FEDERAL/STATE/LOCAL GRANTS	5,000	24,406	162,200	162,200	5,000	3.1%	162,200
CORONAVIRUS RELIEF FUNDS	870,883	-	162,310	162,310	-	0.0%	162,310
OFF-TRACK PARIMUTUEL	9,009	7,465	8,000	8,000	5,726	71.6%	6,500
SOLID WASTE	10,996	12,620	11,000	11,000	12,932	117.6%	12,900
<b>TOTAL</b>	<b>1,042,910</b>	<b>191,969</b>	<b>484,010</b>	<b>484,010</b>	<b>173,546</b>	<b>35.9%</b>	<b>480,210</b>
<b>CHARGES - PLANNING SERVICES</b>							
PLANNING SERVICES	625,509	502,183	520,000	520,000	552,483	106.2%	525,000
ENGINEERING SERVICES	181,888	171,259	200,000	200,000	124,232	62.1%	160,000
BUILDING SERVICES	606,602	612,862	500,000	500,000	474,017	94.8%	540,000
<b>TOTAL</b>	<b>1,413,999</b>	<b>1,286,304</b>	<b>1,220,000</b>	<b>1,220,000</b>	<b>1,150,732</b>	<b>94.3%</b>	<b>1,225,000</b>

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL REVENUE FINAL FY 2022-23	ACTUAL REVENUE FINAL FY 2023-24	ADOPTED BUDGET (6/17/24) FY 2024-25	MID-YEAR AMENDED BUDGET FY 2024-25	ACTUAL REVENUE FINAL FY 2024-25	% RECV'D FY 2024-25	PROJECTED REVENUE FY 2024-25
<b>OTHER REVENUE SOURCES</b>							
PARKING IN-LIEU FEE	-	13,764	1,500	1,500	10,372	691.5%	2,700
SALE OF PROPERTY	-	-	-	-	-	0.0%	-
ADMINISTRATIVE CHARGE	910,344	937,650	990,000	990,000	965,790	97.6%	990,000
CONTRIBUTIONS	3,660	-	-	-	48,384	0.0%	-
ADMINISTRATIVE CHARGE-MEASURE Q	59,875	90,528	150,000	150,000	152,731	101.8%	150,000
WC/STD REIMBURSEMENTS	22,665	-	-	-	11,888	100.0%	-
INSURANCE CLAIM REIMBURSEMENT	3,807	-	-	-	353,910	0.0%	-
EXPENDITURE REIMBURSEMENT	3,811	148,006	5,000	35,000	53,613	153.2%	35,000
MISCELLANEOUS	137,182	73,594	25,000	100,620	95,449	94.9%	100,620
<b>TOTAL</b>	<b>1,141,344</b>	<b>1,263,542</b>	<b>1,171,500</b>	<b>1,277,120</b>	<b>1,692,137</b>	<b>132.5%</b>	<b>1,278,320</b>
<b>TOTAL GENERAL FUND</b>	<b>21,999,774</b>	<b>22,556,715</b>	<b>22,320,310</b>	<b>23,005,930</b>	<b>24,255,227</b>	<b>105.4%</b>	<b>23,059,280</b>
<b>MEASURE Q FUND</b>	<b>3,401,946</b>	<b>3,780,939</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>3,958,543</b>	<b>113.1%</b>	<b>3,490,000</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	<b>90,384</b>	<b>107,381</b>	<b>100,860</b>	<b>100,860</b>	<b>114,392</b>	<b>113.4%</b>	<b>99,760</b>
<b>GAS TAX FUND</b>	<b>105,890</b>	<b>114,641</b>	<b>114,770</b>	<b>114,770</b>	<b>115,990</b>	<b>101.1%</b>	<b>117,400</b>
<b>OPEN SPACE FUND</b>							
TAXES	34,115	18,144	12,000	12,000	5,374	44.8%	8,000
LICENSE & PERMITS	390,339	403,365	440,000	440,000	423,758	96.3%	435,000
RENTAL INCOME	-	-	-	221,670	221,676	-	235,000
FEDERAL/STATE GRANTS	-	215,672	-	680,000	-	0.0%	-
OFF-TRACK PARIMUTUEL	4,334	4,976	5,000	5,000	3,817	76.3%	4,000
CONTRIBUTIONS	102,856	34,000	137,000	941,673	-	0.0%	1,621,673
MISCELLANEOUS	8,021	8,952	264,530	42,860	6,302	14.7%	42,860
<b>TOTAL OPEN SPACE FUND</b>	<b>539,665</b>	<b>685,109</b>	<b>858,530</b>	<b>2,343,203</b>	<b>660,927</b>	<b>28.2%</b>	<b>2,346,533</b>
<b>SUPPLEMENTAL LAW FUND</b>	<b>166,847</b>	<b>192,923</b>	<b>160,000</b>	<b>194,000</b>	<b>199,879</b>	<b>103.0%</b>	<b>194,000</b>
<b>REGIONAL COMMUNICATION</b>	<b>43,990</b>	<b>46,159</b>	<b>45,000</b>	<b>45,000</b>	<b>45,165</b>	<b>100.4%</b>	<b>46,000</b>
<b>GRANTS FUND</b>	<b>71,515</b>	<b>87,833</b>	<b>60,000</b>	<b>66,352</b>	<b>85,067</b>	<b>128.2%</b>	<b>70,000</b>
<b>HOUSING FUND</b>	<b>2,546</b>	<b>42,364</b>	<b>30,000</b>	<b>162,850</b>	<b>222,137</b>	<b>136.4%</b>	<b>162,850</b>
<b>AB 939</b>	<b>159,145</b>	<b>251,345</b>	<b>154,000</b>	<b>154,000</b>	<b>179,710</b>	<b>116.7%</b>	<b>154,000</b>
<b>PEG FEE FUND</b>	<b>43,647</b>	<b>40,405</b>	<b>46,000</b>	<b>46,000</b>	<b>36,839</b>	<b>80.1%</b>	<b>40,000</b>
<b>CAPITAL IMPROVEMENT FUND</b>							
FEDERAL/STATE/LOCAL GRANTS	684,949	208,899	1,411,950	2,835,764	396,683	14.0%	2,672,450
MISCELLANEOUS	63,564	202,872	-	-	-	0.0%	-
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>	<b>748,513</b>	<b>411,771</b>	<b>1,411,950</b>	<b>2,835,764</b>	<b>396,683</b>	<b>14.0%</b>	<b>2,672,450</b>
<b>TRANSNET FUND</b>	<b>133,698</b>	<b>228,931</b>	<b>147,000</b>	<b>578,000</b>	<b>191,281</b>	<b>33.1%</b>	<b>578,000</b>
<b>RTCIP FUND</b>	<b>23,784</b>	<b>4,977</b>	<b>-</b>	<b>-</b>	<b>1,525</b>	<b>100.0%</b>	<b>400</b>
<b>SPECIAL PROJECTS FUND</b>	<b>225,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>177,814</b>	<b>0.0%</b>	<b>-</b>
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>27,756,344</b>	<b>28,551,493</b>	<b>28,948,420</b>	<b>33,146,729</b>	<b>30,641,178</b>	<b>92.4%</b>	<b>33,030,673</b>
<b>WORKERS' COMPENSATION FUND</b>	<b>290,088</b>	<b>349,499</b>	<b>290,000</b>	<b>290,000</b>	<b>395,606</b>	<b>136.4%</b>	<b>290,000</b>

**CITY OF DEL MAR  
FISCAL YEAR 2024-2025  
FINAL FINANCIAL REPORT  
REVENUE SUMMARIES**

<b>SOURCE OF FUNDS</b>	<b>ACTUAL REVENUE FINAL FY 2022-23</b>	<b>ACTUAL REVENUE FINAL FY 2023-24</b>	<b>ADOPTED BUDGET (6/17/24) FY 2024-25</b>	<b>MID-YEAR AMENDED BUDGET FY 2024-25</b>	<b>ACTUAL REVENUE FINAL FY 2024-25</b>	<b>% RECV'D FY 2024-25</b>	<b>PROJECTED REVENUE FY 2024-25</b>
<b>WATER UTILITY FUND</b>							
WATER SALES	2,250,941	2,365,627	2,375,000	2,575,000	2,760,874	107.2%	2,600,000
READY TO SERVE CHARGE	1,860,332	1,954,206	1,950,000	1,950,000	2,021,281	103.7%	1,960,000
OTHER CONNECTION FEES	57,667	68,356	54,000	54,000	56,558	104.7%	35,000
MISCELLANEOUS	101,824	200,549	90,000	90,000	163,392	181.5%	74,000
<b>TOTAL OPERATING REVENUE</b>	<b>4,270,764</b>	<b>4,588,738</b>	<b>4,469,000</b>	<b>4,669,000</b>	<b>5,002,105</b>	<b>107.1%</b>	<b>4,669,000</b>
<b>CLEAN WATER PROGRAM</b>							
SERVICE CHARGE	623,696	657,722	630,000	630,000	617,884	98.1%	595,000
MISCELLANEOUS	5,266	10,973	5,000	5,000	7,869	157.4%	41,200
<b>TOTAL CLEAN WATER PROGRAM</b>	<b>628,962</b>	<b>668,695</b>	<b>635,000</b>	<b>635,000</b>	<b>625,753</b>	<b>98.5%</b>	<b>636,200</b>
<b>WASTEWATER FUND</b>							
SERVICE CHARGES	1,860,666	1,954,106	1,940,000	2,000,000	2,178,563	108.9%	2,000,000
USAGE CHARGES	1,923,924	1,950,126	2,000,000	2,000,000	2,026,033	101.3%	2,000,000
OTHER SEWER FEES	67,657	83,766	75,000	75,000	83,766	111.7%	47,700
MISCELLANEOUS	56,127	188,378	77,000	77,000	172,208	223.6%	48,000
<b>TOTAL WASTEWATER FUND</b>	<b>3,908,374</b>	<b>4,176,376</b>	<b>4,092,000</b>	<b>4,152,000</b>	<b>4,460,570</b>	<b>107.4%</b>	<b>4,095,700</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,808,100</b>	<b>9,433,809</b>	<b>9,196,000</b>	<b>9,456,000</b>	<b>10,088,429</b>	<b>106.7%</b>	<b>9,400,900</b>
<b>TOTAL ALL FUNDS</b>	<b>36,854,533</b>	<b>38,334,801</b>	<b>38,434,420</b>	<b>42,892,729</b>	<b>41,125,212</b>	<b>95.9%</b>	<b>42,721,573</b>

**CITY OF DEL MAR  
FISCAL YEAR 2024-25  
FINAL FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2022-23	ACTUAL EXP FINAL FY 2023-24	ADOPTED BUDGET (6/17/24) FY 2024-25	FINAL AMENDED BUDGET FY 2024-25	ACTUAL EXP FINAL FY 2024-25	% EXPENSED FY 2024-25	PROJECTED EXP FY 2024-25
<b>GENERAL FUND</b>							
<b>GENERAL GOVERNMENT</b>							
CITY COUNCIL	23,400	41,603	35,280	35,280	48,113	136.4%	39,870
LEGAL SERVICES	625,181	700,194	506,000	606,000	634,897	104.8%	600,000
CITY MANAGER	714,344	878,774	922,090	922,090	1,002,306	108.7%	920,095
HUMAN RESOURCES	226,829	258,453	249,590	249,590	283,609	113.6%	274,860
CITY CLERK	337,212	361,529	364,740	364,740	432,525	118.6%	448,500
INFORMATION SYSTEMS	504,087	548,153	544,960	544,960	471,783	86.6%	561,200
FINANCE SERVICES	736,709	764,865	809,760	810,410	801,530	98.9%	814,690
RISK MANAGEMENT	280,408	368,636	481,350	481,350	804,507	167.1%	428,000
PLANNING SERVICES	1,196,048	1,508,816	1,876,690	1,877,340	1,744,868	92.9%	1,830,700
CODE ENFORCEMENT	148,242	161,031	149,550	149,550	145,465	97.3%	170,390
BUILDING SERVICES	485,477	476,118	403,500	403,500	389,145	96.4%	403,500
<b>TOTAL</b>	<b>5,277,937</b>	<b>6,068,172</b>	<b>6,343,510</b>	<b>6,444,810</b>	<b>6,758,747</b>	<b>104.9%</b>	<b>6,491,805</b>
<b>PUBLIC SAFETY</b>							
LAW ENFORCEMENT	2,687,591	2,747,809	2,962,340	2,962,340	2,837,524	95.8%	2,848,940
LIFEGUARD SERVICES	1,393,458	1,516,815	1,547,960	1,573,957	1,664,222	105.7%	1,626,080
PARKING ENFORCEMENT	1,084,591	1,046,838	1,189,520	1,189,520	1,181,768	99.3%	1,221,730
FIRE PROTECTION	2,442,988	2,741,927	2,894,330	3,032,062	2,970,463	98.0%	3,024,020
HAZARDOUS WASTE MANAGEMENT	17,632	20,077	22,960	22,960	21,907	95.4%	22,910
SOLID WASTE	3,508	3,001	5,000	5,000	3,345	66.9%	4,000
EMERGENCY PREPAREDNESS	2,884	3,152	5,750	5,750	2,973	51.7%	5,580
<b>TOTAL</b>	<b>7,632,652</b>	<b>8,079,619</b>	<b>8,627,860</b>	<b>8,791,589</b>	<b>8,682,202</b>	<b>98.8%</b>	<b>8,753,260</b>
<b>PUBLIC WORKS</b>							
ENGINEERING SERVICES	137,256	284,858	263,750	263,750	170,231	64.5%	250,000
STORM DRAIN FACILITIES	154,487	199,913	205,750	206,125	221,939	107.7%	249,300
<b>TOTAL</b>	<b>528,985</b>	<b>769,660</b>	<b>828,780</b>	<b>829,613</b>	<b>646,868</b>	<b>78.0%</b>	<b>827,390</b>
<b>NON-DEPARTMENTAL</b>							
COMMUNITY SUPPORT	415,129	385,398	427,510	427,510	472,548	110.5%	442,200
TV STUDIO	97,575	89,375	119,420	119,420	120,488	100.9%	124,200
CITY MEMBERSHIPS	93,740	101,741	109,890	109,890	105,164	95.7%	105,170
CITY HALL - GENERAL	157,091	156,326	185,750	185,750	170,691	91.9%	185,000
<b>TOTAL</b>	<b>763,535</b>	<b>732,840</b>	<b>842,570</b>	<b>842,570</b>	<b>868,891</b>	<b>103.1%</b>	<b>856,570</b>
<b>TOTAL GENERAL FUND BEFORE EQUIPMENT REPLACEMENT</b>	<b>14,203,109</b>	<b>15,650,291</b>	<b>16,642,720</b>	<b>16,908,582</b>	<b>16,956,708</b>	<b>100.3%</b>	<b>16,929,025</b>
EQUIPMENT REPLACEMENT	987,427	270,159	182,240	257,899	118,909	46.1%	257,900
<b>TOTAL GENERAL FUND INCLUDING EQUIPMENT REPLACEMENT</b>	<b>15,190,536</b>	<b>15,920,450</b>	<b>16,824,960</b>	<b>17,166,481</b>	<b>17,075,617</b>	<b>99.5%</b>	<b>17,186,925</b>
<b>MEASURE Q FUND</b>	<b>1,325,555</b>	<b>1,174,333</b>	<b>6,720,500</b>	<b>15,216,225</b>	<b>6,885,074</b>	<b>45.2%</b>	<b>9,752,400</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	-	-	-	-	-	0%	-

**CITY OF DEL MAR  
FISCAL YEAR 2024-25  
FINAL FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2022-23	ACTUAL EXP FINAL FY 2023-24	ADOPTED BUDGET (6/17/24) FY 2024-25	FINAL AMENDED BUDGET FY 2024-25	ACTUAL EXP FINAL FY 2024-25	% EXPENSED FY 2024-25	PROJECTED EXP FY 2024-25
<b>GAS TAX FUND</b>							
STREET MAINTENANCE	276,033	269,233	382,420	398,170	277,835	69.8%	318,505
STREET LIGHTS/SIGNS	161,080	174,857	198,850	199,390	152,887	76.7%	178,640
STREET LANDSCAPING	272,320	314,882	306,180	306,554	277,867	90.6%	285,780
<b>TOTAL GAX TAX FUND</b>	<b>709,434</b>	<b>758,972</b>	<b>887,450</b>	<b>904,114</b>	<b>708,589</b>	<b>78.4%</b>	<b>782,925</b>
<b>OPEN SPACE FUND</b>							
POWERHOUSE OPERATIONS	379,591	426,569	485,030	489,199	481,065	98.3%	472,600
BEACH MAINTENANCE	363,402	334,473	451,620	452,370	380,586	84.1%	406,450
PARK MAINTENANCE	309,117	434,342	493,710	494,460	451,888	91.4%	498,080
<b>TOTAL OPEN SPACE FUND</b>	<b>1,052,109</b>	<b>1,195,384</b>	<b>1,430,360</b>	<b>1,436,029</b>	<b>1,313,539</b>	<b>91.5%</b>	<b>1,377,130</b>
<b>SUPPLEMENTAL LAW ENFORCEMENT</b>	-	-	-	-	-	0%	-
<b>REGIONAL COMMUNICATION FUND</b>	<b>40,960</b>	<b>44,521</b>	<b>61,250</b>	<b>61,250</b>	<b>45,168</b>	<b>73.7%</b>	<b>61,250</b>
<b>GRANTS FUND</b>	<b>69,752</b>	<b>68,491</b>	<b>61,170</b>	<b>73,373</b>	<b>81,066</b>	<b>110.5%</b>	<b>67,520</b>
<b>HOUSING FUND</b>	<b>101,143</b>	<b>45,684</b>	<b>40,000</b>	<b>57,240</b>	<b>57,328</b>	<b>100.2%</b>	<b>57,240</b>
<b>AB 939</b>	<b>35,989</b>	<b>64,849</b>	<b>118,890</b>	<b>118,890</b>	<b>72,574</b>	<b>61.0%</b>	<b>119,530</b>
<b>PEG FEE FUND</b>	<b>18,510</b>	<b>10,736</b>	<b>31,200</b>	<b>31,200</b>	<b>31,813</b>	<b>102.0%</b>	<b>43,530</b>
<b>TOTAL GENERAL O&amp;M FUNDS</b>	<b>18,543,989</b>	<b>19,283,420</b>	<b>26,175,780</b>	<b>35,064,802</b>	<b>26,270,767</b>	<b>74.9%</b>	<b>29,448,450</b>
<b>CAPITAL IMPROVEMENT FUNDS</b>							
OPEN SPACE CIP	584,768	146,197	81,000	1,922,398	206,364	10.7%	1,741,398
GENERAL FUND CIP	909,191	2,230,198	2,339,450	4,971,925	2,458,116	49.4%	4,971,925
DEBT SERVICE-CITY HALL	904,283	902,860	904,290	904,290	901,391	99.7%	904,290
TRANSNET II CIP	133,264	228,756	147,000	578,000	191,159	33.1%	578,000
RTCIP FUND	-	-	-	-	-	0.0%	-
<b>TOTAL CAPITAL IMPROVEMENT FUNDS</b>	<b>2,531,506</b>	<b>3,508,011</b>	<b>3,471,740</b>	<b>8,376,613</b>	<b>3,757,030</b>	<b>44.9%</b>	<b>8,195,613</b>
<b>SPECIAL PROJECT FUND</b>	<b>452,662</b>	<b>430,060</b>	<b>669,460</b>	<b>1,538,274</b>	<b>191,058</b>	<b>12.4%</b>	<b>1,488,274</b>
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>21,528,157</b>	<b>23,221,491</b>	<b>30,316,980</b>	<b>44,979,689</b>	<b>30,218,855</b>	<b>67.2%</b>	<b>39,132,337</b>
<b>WORKERS' COMPENSATION FUND</b>	<b>380,724</b>	<b>261,612</b>	<b>304,000</b>	<b>304,000</b>	<b>289,382</b>	<b>95.2%</b>	<b>304,000</b>
<b>WATER FUND</b>							
GENERAL ADMINISTRATION	1,653,945	2,051,373	2,157,790	2,188,122	2,184,901	99.9%	2,178,010
RISK MANAGEMENT	132,948	162,220	187,540	187,540	219,864	117.2%	202,900
RAW WATER SUPPLY	1,677,581	1,717,992	1,902,040	2,102,040	1,939,778	92.3%	2,100,000
TREATMENT/DELIVERY	441,012	374,796	461,090	461,090	355,734	77.2%	450,000
<b>TOTAL WATER FUND O&amp;M</b>	<b>3,905,486</b>	<b>4,306,381</b>	<b>4,708,460</b>	<b>4,938,792</b>	<b>4,700,278</b>	<b>95.2%</b>	<b>4,930,910</b>
WATER CAP IMPROVEMENT	1,367	-	622,000	741,217	-	0.0%	741,210
<b>TOTAL WATER FUND</b>	<b>3,906,853</b>	<b>4,306,381</b>	<b>5,330,460</b>	<b>5,680,009</b>	<b>4,700,278</b>	<b>82.8%</b>	<b>5,672,120</b>

**CITY OF DEL MAR  
FISCAL YEAR 2024-25  
FINAL FINANCIAL REPORT  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL EXP FINAL FY 2022-23	ACTUAL EXP FINAL FY 2023-24	ADOPTED BUDGET (6/17/24) FY 2024-25	FINAL AMENDED BUDGET FY 2024-25	ACTUAL EXP FINAL FY 2024-25	% EXPENSED FY 2024-25	PROJECTED EXP FY 2024-25
<b>CLEAN WATER FUND</b>							
PLANNING	66,315	78,255	71,460	91,460	92,943	101.6%	90,630
CODE ENFORCEMENT	37,415	39,025	39,560	39,560	34,562	87.4%	42,390
CLEAN WATER MANAGEMENT	281,209	307,573	344,030	344,030	273,178	79.4%	341,500
PUBLIC WORKS	275,141	287,993	330,420	351,744	310,951	88.4%	350,590
<b>TOTAL CLEAN WATER O &amp; M</b>	<b>660,080</b>	<b>712,846</b>	<b>785,470</b>	<b>826,794</b>	<b>711,634</b>	<b>86.1%</b>	<b>825,110</b>
CLEAN WATER CAP IMPROVEMENT	3,462	-	365,000	482,322	44,227	9.2%	416,500
<b>TOTAL CLEAN WATER FUND</b>	<b>663,542</b>	<b>712,846</b>	<b>1,150,470</b>	<b>1,309,116</b>	<b>755,861</b>	<b>57.7%</b>	<b>1,241,610</b>
<b>WASTEWATER FUND</b>							
RISK MANAGEMENT	131,867	162,220	196,540	196,540	219,864	111.9%	200,500
WASTEWATER TRANSPORTATION	102,276	57,498	139,740	139,740	181,634	130.0%	134,000
WASTEWATER TREATMENT	909,145	927,290	1,039,550	1,169,550	1,141,611	97.6%	1,167,000
DEBT SERVICE	150,176	563,446	568,850	568,850	562,673	98.9%	568,850
WASTEWATER PROGRAM	2,109,626	2,550,377	2,752,790	2,807,622	2,567,858	91.5%	2,804,070
<b>TOTAL WASTEWATER FUND O&amp;M</b>	<b>3,403,091</b>	<b>4,260,831</b>	<b>4,697,470</b>	<b>4,882,302</b>	<b>4,673,640</b>	<b>95.7%</b>	<b>4,874,420</b>
WASTEWATER CAPITAL IMPROVEMENT	-	(501,927)	425,000	797,679	-	0.0%	797,680
<b>TOTAL WASTEWATER FUND</b>	<b>3,403,091</b>	<b>3,758,904</b>	<b>5,122,470</b>	<b>5,679,981</b>	<b>4,673,640</b>	<b>82.3%</b>	<b>5,672,100</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>7,973,485</b>	<b>8,778,131</b>	<b>11,603,400</b>	<b>12,669,106</b>	<b>10,129,779</b>	<b>80.0%</b>	<b>12,585,830</b>
<b>TOTAL EXPENDITURES</b>	<b>29,882,366</b>	<b>32,261,234</b>	<b>42,224,380</b>	<b>57,952,795</b>	<b>40,638,016</b>	<b>70.1%</b>	<b>52,022,167</b>

**City of Del Mar  
Cash Flow Report  
General Fund  
Fiscal Year 2024-25**

	<b>Adopted FY 2025 (6/17/24) (A)</b>	<b>Mid-Year FY 2025 (4/7/25) (B)</b>	<b>Final Results FY 2025 (C)</b>	<b>Difference (D = C - B)</b>
<b>Total Revenue</b>	22,320,310	23,005,930	24,255,227	1,249,297
<b>Total Expenditures</b>	16,824,960	17,155,684	17,075,617	(80,067)
<b>Transfers</b>				
Gas Tax	772,680	787,745	612,579	(175,166)
Open Space	571,830	510,058	652,612	142,554
SLESF	(160,000)	(194,000)	(199,467)	(5,467)
Regional Comm	13,897	13,897	-	(13,897)
Housing Fund	-	-	(55,550)	(55,550)
Clean Water (non-CIP)	150,000	126,772	392,919	266,147
RMRA Reimb	(100,860)	(208,245)	-	208,245
PEG Fee Reimb	(20,000)	(10,000)	(10,000)	-
Total Transfers	1,227,547	1,026,227	1,393,092	366,865
<b>City Hall Debt</b>	904,290	904,290	901,391	(2,899)
<b>Cash Flow (before CIP &amp; SP)</b>	<b>\$ 3,363,513</b>	<b>\$ 3,919,729</b>	<b>\$ 4,885,127</b>	<b>\$ 965,398</b>
<b>Transfer to CIP</b>				
Open Space	81,000	81,000	267,043	186,043
General Fund	927,500	1,212,808	2,304,376	1,091,568
CIP Reserve Transfer	2,500,000	2,500,000	2,500,000	-
Clean Water	365,000	416,500	(158,070)	(574,570)
Total CIP	3,873,500	4,210,308	4,913,349	703,041
<b>Transfer to Special Projects</b>	669,460	739,700	(331,478)	(1,071,178)
<b>Cash Flow (after CIP &amp; SP)</b>	<b>\$ (1,179,447)</b>	<b>\$ (1,030,279)</b>	<b>\$ 303,256</b>	<b>\$ 1,333,535</b>
<b>Reserves</b>				
Contingency Reserves	4,837,122	5,683,024	6,571,563	888,539
Self-Insurance	300,000	300,000	410,216	110,216
Housing Reserve	1,650,000	1,650,000	1,650,000	-
Pension Reserve	4,760,000	4,781,894	4,977,684	195,790
Leave Liability	100,000	100,000	100,000	-
Equipment Replacement	678,460	657,342	796,332	138,990
	12,325,582	13,172,260	14,505,794	1,333,534
<b>Other Reserve Balance</b>				
Capital Reserve	3,150,000	3,150,000	3,150,000	-

**City of Del Mar**  
**Pension Funding History**  
 June 30, 2016 - June 30, 2025

Fiscal Year	Accrued Liability	Market Value of Assets	Pension Reserve	Unfunded Accrued Liability	Plan's Funded Ratio	Annual Pension Contribution	CALPERS Investment Earnings
June 30, 2016	\$43,061,758	\$31,547,017	\$ -	\$11,514,741	73.3%	\$843,723	0.6%
June 30, 2017	45,368,252	33,812,916	249,087	11,306,249	75.1%	927,010	11.2%
June 30, 2018	50,284,136	36,846,264	1,099,122	12,338,750	75.5%	995,243	8.6%
June 30, 2019	52,871,543	38,713,741	1,949,170	12,208,632	76.9%	1,221,744	6.7%
June 30, 2020	55,435,711	39,940,142	2,240,200	13,255,369	76.1%	1,410,817	4.7%
June 30, 2021	59,195,784	48,413,744	2,528,950	8,253,090	86.1%	1,517,070	21.3%
June 30, 2022	62,155,326	43,862,582	3,890,200	14,402,544	76.8%	1,697,869	-6.1%
June 30, 2023	65,021,732	45,439,148	4,997,500	14,585,084	77.6%	1,860,532	5.8%
June 30, 2024	67,090,804	47,813,311	6,321,894	12,955,599	80.7%	1,950,479	9.3%
June 30, 2025*	Not available	Not available	6,877,684	10,919,832	Not available	2,255,847	11.6%

\* CalPERS Actuarial report for June 30, 2025 is not available. The unfunded accrued liability amount is based on the estimates prepared for the June 30, 2025 Annual Comprehensive Financial Report.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Martin Boyd, Principal Engineer  
Marco Camacho, Finance Manager/Treasurer  
Monica Molina, Finance Officer  
Via Ashley Jones, City Manager

DATE: March 3, 2026

SUBJECT: Undergrounding Program Updated Long-Term Cash Flow Analysis

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Receive a presentation on the Undergrounding Program updated long-term cash flow analysis; 2) Direct City staff to proceed with Scenario 2, advancing the design of Beach Colony (2) and 25th Street and phased construction of District 2; 3) Direct City staff to evaluate cash flows and phased construction for all upcoming districts; and 4) Direct staff to update the Finance-As-You-Go modeling previously presented in November 2024, to evaluate future opportunities for strategic and fiscally responsible financing to accelerate Undergrounding Program completion and reduce overall costs.

## BACKGROUND:

With the completion of the Tewa Court/10<sup>th</sup> Street pilot project in February 2023, and Utility Undergrounding District (UUD) 1A (Stratford Court South) construction underway in 2024, the Council directed staff to identify potential funding strategies for undergrounding future districts, starting with UUDs X1A (Crest Canyon) and 1B (Stratford Court North). A map of the planned citywide Utility Undergrounding Districts (UUDs) is included as Attachment A.

On November 18, 2024, staff and the City's financial consultant, NHA, presented three funding strategies, pay-as-you-go; finance-as-you-go; and a hybrid option, to the City Council to assist them with selecting an option that best addresses the community's goals and project challenges. More information about each funding strategy can be found in the [Item 11 – UP Undergrounding Financing staff report](#) from the November 18, 2024 City Council meeting.

Over the following year, staff worked with UPAC and the City Council to further analyze project costs and cash flows to identify a final loan amount that would meet the Council's stated borrowing goals and direction to pursue IBank funding. The Council ultimately directed staff to pursue an IBank loan amount sufficient to ensure that Crest Canyon (X1A) and Stratford Court North (1B) remain on schedule.

On September 22, 2025, the City Council received an update on Undergrounding projects and financing from City staff and approved a \$5 million IBank loan amount to fund Crest Canyon (X1A) and Stratford Court North (1B). The IBank loan was subsequently executed on November 12, 2025.

---

## City Council Action:

Council also directed staff to return in spring 2026 to provide a comprehensive update on the Undergrounding Program (UP), including an updated long-term cashflow through completion of the UP and next steps for the 25th Street and Beach Colony (2) Districts.

**DISCUSSION/ANALYSIS:**

Since September 2025, staff have been working on updating UP cost estimates and cash flow analysis to update projects beyond the initial financing for Crest Canyon (X1A) and Stratford Court North (1B). Per prior Council direction, financing for the UP is to proceed on a pay-as-you-go basis following the initial IBank loan.

***Undergrounding Program Cost Estimate Updates***

On November 18, 2024, staff provided a UP base cost estimate of \$105.6 million in fiscal year (FY) 2025 dollars, which adjusts to \$111.5 million in current FY 2026 dollars. At that time, the overall UP estimate was primarily informed by the Stratford Court South (1A) City construction bid and SDG&E's pre-bid cost estimates on a per linear feet basis for overhead or trenching if available.

Over the past year, the City has received generally favorable cost information that is lower than estimated costs for both Stratford Court South (1A) and Crest Canyon (X1A). Using this updated cost information and reduced project contingency, the updated base cost estimate for the UP is now \$82.7 million in current FY 2026 dollars (Attachment B).

This represents a reduction of \$28.8 million compared to the November 18, 2024, estimate, once adjusted for inflation to current year dollars. Please note that this base cost estimate is prior to applying adjustments for inflation in future construction years.

The following cost information was received during the past year and is reflected in the updated UP costs:

- On April 21, 2025, the City Council approved a \$1.6 million SDG&E cost agreement for Stratford Court South (1A), which was \$2.0 million less than the \$3.6 million pre-bid cost estimate received on March 2024.
- On September 8, 2025, the City Council awarded a \$7.1 million City construction contract for Crest Canyon (X1A), which was \$1.8 million less than the \$8.9 million cost estimate.
- On September 22, 2025, the City Council approved a \$2.8 million SDG&E cost agreement for Crest Canyon (X1A), which was \$2.1 million less than the original \$4.9 million pre-bid cost estimate received in December 2024.
- Staff evaluated the project contingency for future projects and decided to reduce it from 20% to 10%, which was determined to be sufficient to align with long-term costs. Note, some projects may exceed preliminary estimates, while others may come in below them.

***Phasing Opportunities for Beach Colony (2) and 25<sup>th</sup> Street***

On August 26, 2024, the City Council formed the Beach Colony (2) and 25<sup>th</sup> Street Underground Utility Districts. Beach Colony (2) is located west of the railroad right-of-way to the coast, extending from 18th Street to the San Dieguito River (Attachment C). The 25<sup>th</sup> Street District is located along 25<sup>th</sup> Street from Camino Del Mar to Ocean Front (Attachment D). These are the next two districts in the queue to proceed with design for future construction.

The 25th Street District was established separately to utilize SDG&E 20A work credits, which is a separate funding source that will no longer be available to the City if not used by the end of 2030. Under the current model, 25th Street is assumed to proceed first as a standalone project, with completion by 2030, while Beach Colony (2) would advance once Measure Q revenue becomes available. This approach is referred to as Scenario 1 in the following sections.

However, in exploring opportunities to better align construction activities with the updated cash flows and enable the start of design and construction of Beach Colony (2) sooner, staff evaluated the option of splitting the Beach Colony District into two phases for construction, referred to as Beach Colony 2A and Beach Colony 2B. This phased approach is referred to as Scenario 2 in the following sections.

SDG&E has already planned Beach Colony (2) in two phases (i.e., work zones) and has conceptually advised that construction in two phases with a gap is feasible without reforming the districts. Staff conceptually determined that the cable pole job costs would be generally similar under both scenarios. Therefore, the base costs are comparable (Attachment B). The cash flow analysis in the following section discusses the results of these two scenarios.

***Undergrounding Program Cash Flow Updates***

Staff updated the cash flow analysis beyond the initial financing for Crest Canyon (X1A) and Stratford Court North (1B) on a pay-as-you-go basis (Attachment E). As displayed in Table A below, the original UP funding scenario, combining limited borrowing and a pay-as-you-go approach, projected completion of the final district project in 2059. However, through the aforementioned updated project costs and scheduling adjustments, the final district project is now estimated to be completed in 2049, ten years earlier than previously reported.

As noted in the prior section, the total of the latest base project costs is now \$28.8 million less than originally estimated in November 2024, once adjusted for inflation to current year dollars. Additional updates to the cash flow model include FY 2024-25 actual expenditures and revenues, the executed IBank loan for \$5.0 million and the associated debt service payments. Rates for revenue growth (2.5%), annual interest earnings (2.0%), and inflation (3.5%) remain unchanged from prior models. Additionally, the latest cash flow analysis also maintained tests to ensure annual ending fund balances remain positive and equal to or greater than the annual debt service payment.

The updated total project cost is now \$121.8 million, which includes the base project costs along with \$39.1 million in inflation. This is \$88.0 million less than the original estimate of \$209.8 million from November 2024.

**Table A. Timing for Future Districts**

	<b>UUD 2 Beach Colony</b>	<b>UUD 3 South Hill</b>	<b>UUD 4 North Hill</b>	<b>UUD 5 Lagoon</b>
<b>November 2024</b>	2035	2048	2055	2059
<b>February 2026</b>	2032	2041	2046	2049
<b>Difference (Improved Timing)</b>	3 years	7 years	9 years	10 years

The most recent cash flow analysis to include estimated project costs for UUD 25<sup>th</sup> Street and Beach Colony (2) was presented on June 2, 2025. At that time, the combined total cost estimate for completion was \$20.1 million. Accounting for all the updated cash flow model inputs described in this report, the revised combined project cost for these two districts under Scenario 1 is now estimated at \$15.8 million.

As shown in Table B, Scenario 1 includes the completion of Beach Colony (2) in 2032, two years earlier than last reported in June 2025, and completion of 25<sup>th</sup> Street by 2030 to fully utilize available 20A work credits.

When the latest model inputs are applied to the Scenario 2 phased approach, the combined project costs are further reduced to \$15.4 million. The projected \$400,000 cost savings between Scenario 1 and Scenario 2 are primarily attributed to lower costs associated with inflation resulting from completing a larger portion of the project earlier.

While the date for overall completion of Beach Colony (2) remains the same under both scenarios, Scenario 2 advances completion of a larger portion of the district (approximately 50%) referred to as Beach Colony 2A, by two years, allowing more of the district to move forward sooner using available Measure Q reserves.

**Table B. Timing for Scenarios 1 and 2 for Beach Colony (2)**

<b>Scenario 1</b>	<b>UUD 25<sup>th</sup> St (6%)</b>	<b>UUD 2 (94%)</b>
	2030	2032
<b>Scenario 2</b>	<b>UUD 2A (50%)</b>	<b>UUD 2B (50%)</b>
	2030	2032

***Options for Council Consideration***

Based on the updated cost information, the City has a couple options for proceeding on a pay-as-you-go basis. It is important to note that staff and SDG&E will need clear direction from Council on the phasing for Beach Colony (2), as this determination affects whether the 25<sup>th</sup> Street project is designed as a standalone effort or in conjunction with the larger Beach Colony (2) District.

Under Scenario 1, the City would proceed now with design of the 25th Street project as a standalone district for construction by 2030, utilizing SDG&E 20A work credits. Design for the rest of the Beach Colony (2) is anticipated to begin in 2028 based on a construction year of 2032.

Under Scenario 2, the City would proceed with constructing Beach Colony (2) in two phases, Beach Colony 2A and Beach Colony 2B. SDG&E has already planned Beach Colony (2) in two phases (i.e., work zones) and has conceptually advised that construction in two phases with a two-year gap is feasible and would not require any changes to the original District 2 formation.

Scenario 2 benefits include a projected reduced Beach Colony/25<sup>th</sup> Street project cost of \$400,000 due to reduced inflation, ability to start design of the entire Beach Colony/25<sup>th</sup> Street Districts now, using a phased construction approach that would allow a significant portion of the project to be constructed sooner, and the opportunity to construct 25th Street as part of a larger project – rather than as a smaller standalone project – which is expected to have economies-of-scale savings.

If Council directs staff to proceed with Scenario 2, the immediate next steps include creating a task order with an Undergrounding consultant to develop the topographic and utility survey map and establishing a policy for how streetlights within the district will be addressed, both of which are required by SDG&E before proceeding with design. In addition, staff will continue working with SDG&E to define the limits of the two phases. A consideration is the Camino Del Mar Bridge construction schedule from 2027 to 2031, so the preference would be to begin construction of Beach Colony (2) from the south.

The City would then direct SDG&E to proceed with design for both 25th Street and Beach Colony (2) together. SDG&E would prepare a 60% design for the full project, then proceed with the 90% design for 25th Street and Beach Colony 2A, targeting construction in 2030. SDG&E would later update the 60% design as needed and proceed with the 90% design for Beach Colony 2B, targeting construction in 2032 or sooner should funding be available. The City civil and telecommunications designs would also be phased to align with the construction schedule. The design phase is expected to take approximately three years, with an estimated Undergrounding consultant cost of approximately \$1.1 million.

If the City Council supports the concept of constructing districts in phases, staff will update the cash flow analysis to reflect phased construction for upcoming districts South Hill (3), North Hill (4), and Lagoon (5) accordingly.

#### ***Undergrounding Program Advisory Committee (UPAC) Recommendation***

On February 23, 2026, UPAC held a special meeting to receive a staff presentation on the Undergrounding Program updated long-term cash flow analysis. UPAC unanimously voted to recommend that the City Council proceed with Scenario 2, including advancing the design of Beach Colony (2) and 25th Street and phased construction of District 2. UPAC also unanimously recommended that the City Council update the cash flow analysis to reflect phased construction for all upcoming districts and revise the prior finance-as-you-go option

based on the latest improved cost estimates to evaluate potential future financing opportunities to improve project timing and reduce costs.

If the Council is supportive of updating the 2024 financing model, staff would work with UPAC and the Finance Committee to develop proposed Undergrounding financing guidelines to inform future financing decisions for Council's consideration and approval, which will help guide the cash flow analysis and evaluation of future financing opportunities.

FISCAL IMPACT:

There is no fiscal impact or action required by the City Council for this agenda item.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority for FY 2025-2026.

ATTACHMENTS:

- Attachment A – UP Citywide Map
- Attachment B – UP Base Cost Estimate (FY 2026 Dollars)
- Attachment C – UUD 2 Beach Colony Map
- Attachment D – UUD 25th Street Map
- Attachment E – UP Cash Flow Analysis

# Citywide Utility Undergrounding Map

ATTACHMENT A



## LEGEND

### Utility Underground District (UUD)

- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

**Undergrounding Program Base Cost Estimate (FY2026 Dollars)**

	Tewa	1A	X1A	1B	2	3	4	5	TOTAL
<b>November 2024</b>	\$0.9M	\$10.0M	\$18.3M	\$5.9M	\$17.6M	\$30.6M	\$18.5M	\$9.7M	<b>\$111.5M</b>
<b>February 2026</b>	\$0.9M	\$8.1M	\$12.7M	\$4.6M	\$13.0M	\$22.5M	\$13.7M	\$7.2M	<b>\$82.7M</b>
<b>Difference</b>	\$0M	\$1.9M	\$5.6M	\$1.3M	\$4.6M	\$8.1M	\$4.8M	\$2.5M	<b>\$28.8M</b>

Note: Expended costs remain at the amounts already paid (e.g., Tewa), while upcoming costs have been adjusted to FY2026 dollars.  
 The original estimate from November 2024 was \$105.6 million.  
 Beach Colony (2) and 25th Street costs combined for the February 2026 estimate

<b>Scenario 1</b>	25th	2	<b>TOTAL</b>
	\$0.4M	\$12.6M	\$13.0M
<b>Scenario 2</b>	2A	2B	<b>TOTAL</b>
	\$6.3M	\$6.7M	\$13.0M

Note: Scenario 2 includes an extra \$33.5K

# Utility Undergrounding District 2 (UUD 2) - Beach Colony

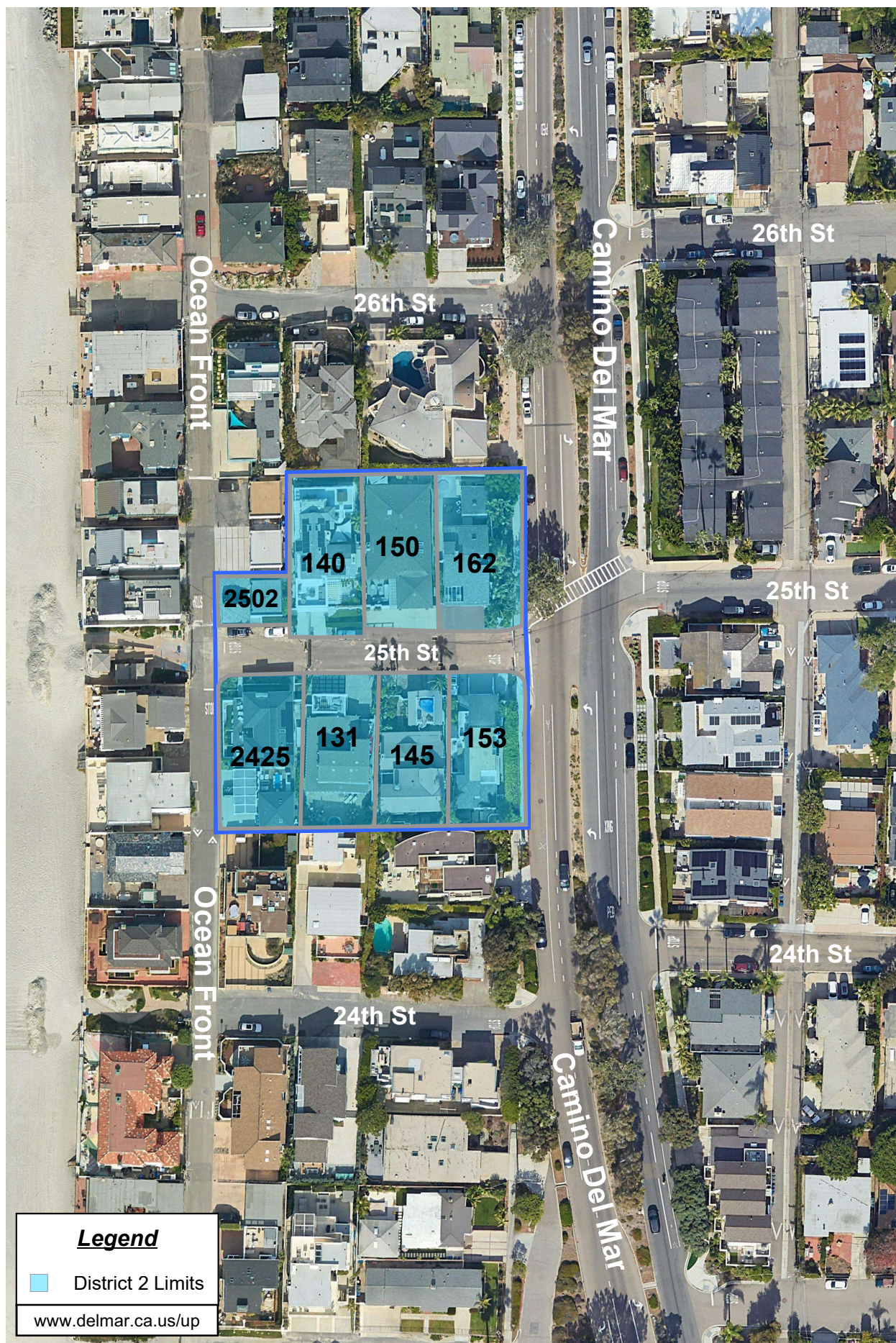


**Legend**

District 2 Limits

[www.delmar.ca.us/up](http://www.delmar.ca.us/up)

# Utility Undergrounding District - 25th Street



**Legend**

District 2 Limits

[www.delmar.ca.us/up](http://www.delmar.ca.us/up)

**City of Del Mar**  
**Undergrounding Program Cash Flow Analysis**  
**(Cost Figures in \$) - Scenario #1 - 25th St and 2**

Base Assumptions	
Base Year	2026
Measure Q Growth (Annual)	2.50%
Reserves Annual Earnings Rate	2.00%
Cost Inflation Rate	3.50%

Project Costs							
Project Area	X1A	1B	25th	2	3	4	5
Total Project Costs (Adj for Inflation)	12,170,229	4,746,211	480,490	15,330,893	36,660,810	27,015,618	15,788,845
Total Project Costs (Pre-Inflation)	12,170,229	4,607,149	410,003	12,544,147	22,525,769	13,651,320	7,206,807
Inflation Cost Adjustment	0	139,062	70,487	2,786,746	14,135,041	13,364,298	8,582,038

Financing Assumptions						
Bond Issue #	#1	#2	#3	#4	#5	#6
Financing Proceeds Year	2026					
Project Area(s) in Financing Year						
Financing Amount	5,000,000					
First Year of Debt Service	2026					
Bond Term (Years)	10					
Interest Rate	3.18%					
Costs of Issuance						
Underwriter's Discount / Bond						
<b>Est. Annual Debt Service</b>	<b>585,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

City of Del Mar  
 Undergrounding Program Cash Flow Analysis  
 (Cost Figures in \$) - Scenario #1 - 25th St and 2

Fiscal Year	Beginning Measure Q Reserves	Measure Q Revenue	Paving	Shores	Undergrounding Project Expenditures (Adjusted for Inflation)										Total Project Expenditures	Plus: Financing Proceeds	Less: Debt Service Payments	Net Change in Cash	Reserve Interest Earnings	Ending Measure Q Reserves	Balance Negative?	Balance => 1 Yr Annual DS Pmt
					Other	1A	X1A	1B	25th	2	3	4	5									
2024	7,769,899	3,780,939	(75,000)	0	193,240	236,018	470,474	142,174	0	51,911	5,516	0	0	1,099,333	0	0	2,606,606	0	10,376,505	No	Yes	
2025	10,376,505	3,534,727	0	0	259,262	6,339,274	104,587	178,358	0	2,539	1,054	0	0	6,885,074	0	0	(3,350,347)	423,815	7,449,973	No	Yes	
2026	7,449,973	3,485,000	(136,500)	(200,000)	522,001	944,604	11,595,168	313,425	100,000	0	0	0	0	13,475,198	5,000,000	33,250	(5,359,948)	142,380	2,232,405	No	Yes	
2027	2,232,405	3,572,125	(47,500)	0	255,200	0	0	4,112,254	0	0	0	0	0	4,367,454	0	587,950	(1,430,779)	30,340	831,967	No	Yes	
2028	831,967	3,661,428	(75,000)	0	219,601	0	0	0	41,612	0	0	0	0	261,213	0	587,100	2,738,115	44,020	3,614,102	No	Yes	
2029	3,614,102	3,752,964	(75,000)	0	227,287	0	0	0	690,620	297,501	0	0	0	1,215,409	0	586,220	1,876,335	91,045	5,581,483	No	Yes	
2030	5,581,483	3,846,788	(75,000)	0	235,242	0	0	0	(351,742)	307,914	0	0	0	191,414	0	585,310	2,995,064	141,580	8,718,127	No	Yes	
2031	8,718,127	3,942,958	(75,000)	0	243,476	0	0	0	0	637,381	0	0	0	880,857	0	584,380	2,402,721	198,390	11,319,238	No	Yes	
2032	11,319,238	4,041,532	(75,000)	0	251,997	0	0	0	0	14,033,647	0	0	0	14,285,644	0	583,420	(10,902,533)	117,359	534,064	No	No	
2033	534,064	4,142,570	(75,000)	0	260,817	0	0	0	0	0	0	0	0	260,817	0	582,430	3,224,323	42,925	3,801,311	No	Yes	
2034	3,801,311	4,246,134	(75,000)	0	269,946	0	0	0	0	0	0	0	0	269,946	0	581,410	3,319,778	109,224	7,230,313	No	Yes	
2035	7,230,313	4,352,287	(75,000)	0	279,394	0	0	0	0	0	127,158	0	0	406,552	0	580,360	3,290,375	177,510	10,698,199	No	Yes	
2036	10,698,199	4,461,095	(75,000)	0	289,173	0	0	0	0	0	506,693	0	0	795,865	0	579,270	3,010,959	244,074	13,953,231	No	Yes	
2037	13,953,231	4,572,622	(75,000)	0	299,294	0	0	0	0	0	524,427	0	0	823,721	0	0	3,673,901	315,804	17,942,936	No	Yes	
2038	17,942,936	4,686,938	(75,000)	0	309,769	0	0	0	0	0	767,816	0	0	1,077,585	0	0	3,534,352	394,202	21,871,491	No	Yes	
2039	21,871,491	4,804,111	(75,000)	0	320,611	0	0	0	0	0	794,690	0	0	1,115,301	0	0	3,613,810	473,568	25,958,869	No	Yes	
2040	25,958,869	4,924,214	(75,000)	0	331,832	0	0	0	0	0	20,902,304	0	0	21,234,137	0	0	(16,384,923)	355,328	9,929,274	No	Yes	
2041	9,929,274	5,047,319	(75,000)	0	343,447	0	0	0	0	0	13,031,151	0	0	13,374,598	0	0	(8,402,279)	114,563	1,641,558	No	Yes	
2042	1,641,558	5,173,502	(75,000)	0	355,467	0	0	0	0	0	0	104,516	0	459,983	0	0	4,638,519	79,216	6,359,293	No	Yes	
2043	6,359,293	5,302,840	(75,000)	0	367,908	0	0	0	0	0	0	513,588	0	881,496	0	0	4,346,343	170,649	10,876,286	No	Yes	
2044	10,876,286	5,435,411	(75,000)	0	380,785	0	0	0	0	0	0	531,563	0	912,349	0	0	4,448,062	262,006	15,586,354	No	Yes	
2045	15,586,354	5,571,296	(75,000)	0	394,113	0	0	0	0	0	0	1,100,334	115,879	1,610,326	0	0	3,885,970	350,587	19,822,911	No	Yes	
2046	19,822,911	5,710,578	(75,000)	0	407,907	0	0	0	0	0	0	24,765,617	361,668	25,535,191	0	0	(19,899,613)	197,462	120,760	No	Yes	
2047	120,760	5,853,343	(75,000)	0	422,183	0	0	0	0	0	0	0	374,326	796,510	0	0	4,981,833	52,234	5,154,827	No	Yes	
2048	5,154,827	5,999,676	(75,000)	0	436,960	0	0	0	0	0	0	0	774,856	1,211,815	0	0	4,712,861	150,225	10,017,913	No	Yes	
2049	10,017,913	6,149,668	(75,000)	0	452,253	0	0	0	0	0	0	0	14,162,117	14,614,370	0	0	(8,539,702)	114,961	1,593,172	No	Yes	

**City of Del Mar**  
**Undergrounding Program Cash Flow Analysis**  
**(Cost Figures in \$) - Scenario #2 - 2A and 2B**

---

<b>Base Assumptions</b>	
Base Year	<b>2026</b>
Measure Q Growth (Annual)	<b>2.50%</b>
Reserves Annual Earnings Rate	<b>2.00%</b>
Cost Inflation Rate	<b>3.50%</b>

<b>Project Costs</b>							
Project Area	<b>X1A</b>	<b>1B</b>	<b>2A</b>	<b>2B</b>	<b>3</b>	<b>4</b>	<b>5</b>
Total Project Costs (Adj for Inflation)	12,170,229	4,746,211	7,292,140	8,108,565	36,660,810	27,015,618	15,788,845
Total Project Costs (Pre-Inflation)	12,170,229	4,607,149	6,355,161	6,632,453	22,525,769	13,651,320	7,206,807
Inflation Cost Adjustment	0	139,062	936,979	1,476,112	14,135,041	13,364,298	8,582,038

<b>Financing Assumptions</b>						
Bond Issue #	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>	<b>#6</b>
Financing Proceeds Year	<b>2026</b>					
Project Area(s) in Financing Year						
Financing Amount	<b>5,000,000</b>					
First Year of Debt Service	<b>2026</b>					
Bond Term (Years)	<b>10</b>					
Interest Rate	<b>3.18%</b>					
Costs of Issuance						
Underwriter's Discount / Bond						
<b>Est. Annual Debt Service</b>	<b>591,550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

City of Del Mar  
Undergrounding Program Cash Flow Analysis  
(Cost Figures in \$) - Scenario #2 - 2A and 2B

Fiscal Year	Beginning Measure Q Reserves	Measure Q Revenue	Paving	Shores	Undergrounding Project Expenditures (Adjusted for Inflation)										Total Project Expenditures	Plus: Financing Proceeds	Less: Debt Service Payments	Net Change in Cash	Reserve Interest Earnings	Ending Measure Q Reserves	Balance Negative?	Balance => 1 Yr Annual DS Pmt
					Other	1A	X1A	1B	25th	2A	2B	3	4	5								
2024	7,769,899	3,780,939	(75,000)	0	193,240	236,018	470,474	142,174	0	51,911	0	5,516	0	0	1,099,333	0	0	2,606,606	0	10,376,505	No	Yes
2025	10,376,505	3,534,727	0	0	259,262	6,339,274	104,587	178,358	0	2,539	0	1,054	0	0	6,885,074	0	0	(3,350,347)	423,815	7,449,973	No	Yes
2026	7,449,973	3,485,000	(136,500)	(200,000)	522,001	944,604	11,595,168	313,425	0	20,000	0	0	0	0	13,395,198	5,000,000	33,250	(5,279,948)	142,380	2,312,405	No	Yes
2027	2,312,405	3,572,125	(47,500)	0	255,200	0	0	4,112,254	0	161,059	0	0	0	0	4,528,513	0	587,950	(1,591,838)	30,330	750,897	No	Yes
2028	750,897	3,661,428	(75,000)	0	219,601	0	0	0	0	166,697	0	0	0	0	386,298	0	587,100	2,613,030	41,148	3,405,075	No	Yes
2029	3,405,075	3,752,964	(75,000)	0	227,287	0	0	0	0	345,062	172,531	0	0	0	744,880	0	586,220	2,346,864	91,570	5,843,509	No	Yes
2030	5,843,509	3,846,788	(75,000)	0	235,242	0	0	0	0	6,896,614	178,569	0	0	0	7,310,426	0	585,310	(4,123,948)	75,631	1,795,192	No	Yes
2031	1,795,192	3,942,958	(75,000)	0	243,476	0	0	0	0	(351,742)	369,639	0	0	0	261,373	0	584,380	3,022,205	66,126	4,883,523	No	Yes
2032	4,883,523	4,041,532	(75,000)	0	251,997	0	0	0	0	0	7,387,826	0	0	0	7,639,823	0	583,420	(4,256,712)	55,103	681,915	No	Yes
2033	681,915	4,142,570	(75,000)	0	260,817	0	0	0	0	0	0	0	0	0	260,817	0	582,430	3,224,323	45,882	3,952,119	No	Yes
2034	3,952,119	4,246,134	(75,000)	0	269,946	0	0	0	0	0	0	0	0	0	269,946	0	581,410	3,319,778	112,240	7,384,137	No	Yes
2035	7,384,137	4,352,287	(75,000)	0	279,394	0	0	0	0	0	0	127,158	0	0	406,552	0	580,360	3,290,375	180,586	10,855,099	No	Yes
2036	10,855,099	4,461,095	(75,000)	0	289,173	0	0	0	0	0	0	506,693	0	0	795,865	0	579,270	3,010,959	247,212	14,113,270	No	Yes
2037	14,113,270	4,572,622	(75,000)	0	299,294	0	0	0	0	0	0	524,427	0	0	823,721	0	0	3,673,901	319,004	18,106,175	No	Yes
2038	18,106,175	4,686,938	(75,000)	0	309,769	0	0	0	0	0	0	767,816	0	0	1,077,585	0	0	3,534,352	397,467	22,037,994	No	Yes
2039	22,037,994	4,804,111	(75,000)	0	320,611	0	0	0	0	0	0	794,690	0	0	1,115,301	0	0	3,613,810	476,898	26,128,703	No	Yes
2040	26,128,703	4,924,214	(75,000)	0	331,832	0	0	0	0	0	0	20,902,304	0	0	21,234,137	0	0	(16,384,923)	358,725	10,102,504	No	Yes
2041	10,102,504	5,047,319	(75,000)	0	343,447	0	0	0	0	0	0	13,031,151	0	0	13,374,598	0	0	(8,402,279)	118,027	1,818,253	No	Yes
2042	1,818,253	5,173,502	(75,000)	0	355,467	0	0	0	0	0	0	0	104,516	0	459,983	0	0	4,638,519	82,750	6,539,522	No	Yes
2043	6,539,522	5,302,840	(75,000)	0	367,908	0	0	0	0	0	0	0	513,588	0	881,496	0	0	4,346,343	174,254	11,060,119	No	Yes
2044	11,060,119	5,435,411	(75,000)	0	380,785	0	0	0	0	0	0	0	531,563	0	912,349	0	0	4,448,062	265,683	15,773,865	No	Yes
2045	15,773,865	5,571,296	(75,000)	0	394,113	0	0	0	0	0	0	0	1,100,334	115,879	1,610,326	0	0	3,885,970	354,337	20,014,172	No	Yes
2046	20,014,172	5,710,578	(75,000)	0	407,907	0	0	0	0	0	0	0	24,765,617	361,668	25,535,191	0	0	(19,899,613)	201,287	315,846	No	Yes
2047	315,846	5,853,343	(75,000)	0	422,183	0	0	0	0	0	0	0	0	374,326	796,510	0	0	4,981,833	56,135	5,353,814	No	Yes
2048	5,353,814	5,999,676	(75,000)	0	436,960	0	0	0	0	0	0	0	0	774,856	1,211,815	0	0	4,712,861	154,205	10,220,880	No	Yes
2049	10,220,880	6,149,668	(75,000)	0	452,253	0	0	0	0	0	0	0	0	14,162,117	14,614,370	0	0	(8,539,702)	119,021	1,800,199	No	Yes