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Del Mar City Council Meeting REVISED Agenda

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

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.

REVISED- Regular Meeting Monday, March 4, 2024 at 4:30 PM

Dave Druker
Mayor

Terry Gaasterland
Deputy Mayor

Tracy Martinez
Council Member

Dan Quirk
Council Member

Dwight Worden
Council Member

Ashley Jones
City Manager

Leslie E. Devaney
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. 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.

Remote Participation: Due to technical issues, remote participation will not be offered at this City Council meeting.

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. CITY COUNCIL COMMENTS
- VI. COMMUNITY ANNOUNCEMENTS
- VII. CITY MANAGER'S REPORT
- VIII. PRESENTATIONS
 - 1. **Fire Department 2023 Service Delivery Overview**

Recommended Action: Receive a presentation from Fire Chief Josh Gordon.

Reference: Clerk's File No. 1101-8

- 2. **SANDAG Del Mar Bluffs Phase 5 Project Presentation**

Recommended Action: Receive a presentation from SANDAG Senior Engineer Allie DeVaux. SANDAG's presentation materials will be published as a Red Dot when available.

Reference: Clerk's File No. 1005-2, 1506-1

- IX. 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.

3. Approval of Minutes: February 20, 2024 Regular and Special Meeting

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

4. Ratification of List of Demands, dated March 4, 2024

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

5. Waiver of Reading of Ordinances on Agenda

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

6. Agreement for As-Needed Printing Services

Recommended Action: Staff recommends that the City Council: 1) Approve a professional service agreement with Del Mar Blue Print Company (Attachment A) for as-needed printing, publishing, and scanning services for an initial three-year period effective March 4, 2024, through March 4, 2027; 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 professional.

Reference: Clerk's File No. 406-1

X. COUNCIL MEETING RECESS

XI. CITY COUNCIL OTHER BUSINESS

7. Review Results of the 2023 Pavement Condition Assessment and Five-Year Pavement Management Program

Recommended Action: Staff recommends that the City Council review and discuss the results of the 2023 Update to the Five-Year Pavement Management Program Report (Attachment A) prepared by Buckman Infrastructure Group and provide direction to staff.

Reference: Clerk's File No. 901-2

8. San Dieguito Drive Improvements Project Update and Resolution Initiating Proceedings for the Formation of the San Dieguito Drive Improvement District

Recommended Action: Staff recommends that the City Council: 1) Receive an update on the San Dieguito Drive Improvements Project (Project); and 2) Adopt a Resolution (Attachment A) to initiate proceedings for the formation of the San Dieguito Drive Improvement District to fund necessary improvements to San Dieguito Drive.

Reference: Clerk's File No. 801-1, 803-3

9. Creation of a LOSSAN Rail Realignment Advisory Taskforce and Adoption of a Resolution Memorializing City Council Guiding Principles for the LOSSAN Rail Realignment Project

Recommended Action: The City Council Rail Subcommittee recommends that the City Council: 1) Adopt a Resolution (Attachment A) forming the LOSSAN Rail Realignment Advisory Taskforce (LOSSAN Taskforce) and its Charter (Exhibit A to Attachment A); 2) Appoint Mayor Druker and Deputy Mayor Gaasterland as the Council liaisons to the LOSSAN Taskforce; and 3) Adopt a Resolution (Attachment B) memorializing the adoption of and Council commitment to the Guiding Principles related to the Project (Exhibit A to Attachment B); and provide additional direction as may be needed.

Reference: Clerk's File No. 1005-2, 1506-1

10. Consideration of an Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association

Recommended Action: Staff recommends that the City Council: 1) Approve an Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association (Attachment A); and 2) Authorize the City Manager to execute the agreement.

Reference: Clerk's File No. 406-1, 1502-10

XII. 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. 22nd District Agricultural Association Community Relations Committee (Martinez/Worden)
- B. Clean Energy Alliance JPA (CEA) Board of Directors (Druker/Worden)
- C. CSA-17 Ambulance District Advisory Board (Martinez/Quirk)
- D. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Martinez/Druker)

- E. League of California Cities – San Diego Chapter (Martinez/Worden)
- F. League of California Cities – Coastal Cities Group (Worden)
- G. North County Transit District (NCTD) (Martinez/Druker)
- H. Regional Solid Waste Association (Worden/Quirk)
- I. San Diego Association of Governments Board (SANDAG)
(Gaasterland/Martinez/Druker)
- J. SANDAG Borders Committee (Druker)
- K. SANDAG Regional Planning Committee (Gaasterland)
- L. SANDAG Shoreline Preservation Working Group
(Worden/Gaasterland/Martinez)
- M. SANDAG LOSSAN Executive Task Force (Druker/Gaasterland)
- N. San Diego Metropolitan Wastewater Commission/JPA (Worden/Quirk/Druker)
- O. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee
(Worden/Quirk)
- P. Other Regional Organization Reports

XIII. 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. Arts Advisory Committee (Druker)
- B. Clean Water Rate Project
- C. Del Mar Community Connections (Martinez/Worden)
- D. Del Mar Village Association (Gaasterland/Martinez)
- E. Finance Committee (Druker/Worden)
- F. Housing Subcommittee (Gaasterland/Martinez)
- G. Human Resources Subcommittee (Druker/Worden)
- H. Legislative Subcommittee (Gaasterland/Martinez)
- I. Measure Q Citizen Oversight Committee (Gaasterland/Quirk)
- J. Parks and Recreation Committee (Martinez/Gaasterland)
- K. Del Mar Railroad Committee (Druker/Gaasterland)
- L. Lagoon Committee (Quirk/Worden)
- M. Sea-Level Rise Adaptation Plan Implementation Subcommittee
(Gaasterland/Martinez)
- N. Shores Advisory Committee
- O. Sustainability Advisory Committee (Martinez/Worden)
- P. Traffic and Parking Advisory Committee (Quirk/Worden)
- Q. Undergrounding Project Advisory Committee (Druker/Gaasterland)
- R. Other Committee-Subcommittee Reports

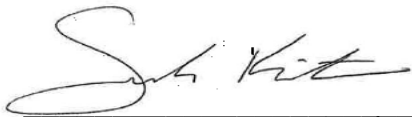
XIV. UPCOMING AGENDA ITEMS

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 for City Council Agendas.

March 18, 2024
Measure Q Citizen Oversight Committee Results of FY 2022-23 Measure Q Review
Housing Element Annual Progress Report
Helix Amendment for Riverpath NEPA
1411 Via Alta Public Easement Acceptance
Adoption of Resolution Amending Community Plan and Introduction of Ordinance Amending Central Commercial (CC) Zone and Public Facilities (PF) Zone/LCPA (HE Implementation)
Council Consideration to Establish a Section 115 Trust for Pension Purposes
FY 2022-2023 Final Financial Audit Report
FY 2022-2023 Final Financial Report & FY 2023-2024 Mid-Year Financial Report
Proposed FY 2024-25 Advisory Committee Work Plans
Interviews and Appointment to the Design Review Board (Tentative pending sufficient applications received)

XV. 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 29th day of February, 2024 at approximately 3:00 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

2/29/2024

Date



**CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
FEBRUARY 20, 2024
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014
And via teleconference
1317 Irving Avenue, Colonial Beach, VA 22443**

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 or by contacting the Administrative Services Department at (858) 755-9313.

CALL TO ORDER

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

ROLL CALL

Present: Mayor Dave Druker; Deputy Mayor Terry Gaasterland (participated remotely); Councilmembers Tracy Martinez, Dan Quirk, and Dwight Worden

PLEDGE OF ALLEGIANCE

City Manager Ashley Jones led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS

Mayor Druker opened the item to public comment and the following people spoke regarding the San Diego LOSSAN Rail Realignment project:

- 1) Angie Neglia with two donations of time from Ross Neglia and Dean Meredith
- 2) Monica Meredith
- 3) John Stahl
- 4) Camilla Rang
- 5) Bill Carpenter
- 6) Mike Boyle
- 7) Shirli Weiss with a donation of time from Jas Grewal
- 8) Mark Rittenbaum
- 9) Timothy Davis
- 10) Steve Quirk

Mayor Druker closed public oral communications.

CITY COUNCIL COMMENTS & COMMUNITY ANNOUNCEMENTS

Councilmember Quirk provided an update on his request to SANDAG staff for information related to the LOSSAN Rail Realignment project. Deputy Mayor Gaasterland provided comments on the SANDAG Rail Realignment project. Councilmember Martinez commented on her desire to receive an update on the formation of a LOSSAN Rail Realignment Taskforce. Councilmember Worden provided an update on the upcoming presentation from Greg Hearon with Coastal Frontiers regarding the Oceanside Littoral Cell and Ocean Protection Council sea-level rise guidance.

CITY MANAGER’S REPORT

City Manager Ashley Jones reported that the Fairgrounds Board would be considering an exclusive negotiating rights agreement with the City at their meeting today; continuation of the February 13, 2024, Planning Commission meeting to February 21, 2024; annual Council Goals & Priorities Setting Workshop scheduled is for February 27, 2024, at 1:00 p.m. in the Town Hall (subsequently rescheduled to March 11, 2024 at 5:00 p.m.); and provided an update on the removal of the dead Monterey Cypress trees and process for replacing the trees with a species better suited for the locations.

PRESENTATIONS

ITEM 1: SAN DIEGO COUNTY WATER AUTHORITY REPRESENTATIVE UPDATE (CLERK’S FILE NO. 1506-3)

Mayor Druker introduced the item. A presentation was provided by San Diego County Water Authority (SDCWA) Board Chair and Del Mar representative Mel Katz. SDCWA Water Resource Director Jeff Stephenson was available to answer questions.

City Council questions and discussion focused on appreciation to Chair Katz for his service on the SDCWA Board; whether the SDCWA has coordinated with Mexico related to future water projects; desalination plants; and uses for reclaimed water.

There were no public speakers for the item.

CONSENT CALENDAR

Administrative Services Manager/City Clerk Sarah Krietor 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 MARTINEZ, SECONDED BY COUNCILMEMBER WORDEN TO APPROVE THE CONSENT CALENDAR ITEMS 2 THROUGH 6 AND 8.

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

ITEM 2: APPROVAL OF MINUTES: FEBRUARY 5, 2024 REGULAR AND SPECIAL MEETING (CLERK’S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 3: RATIFICATION OF LIST OF DEMANDS, DATED FEBRUARY 20, 2024 (CLERK’S FILE NO. 201-3)

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

ITEM 5: APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR CITY COUNCIL RETREAT WORKSHOP FACILITATION SERVICES (CLERK’S FILE NO. 406-1)

Council approved a First Amendment to the Agreement for City Council Retreat Workshop Facilitation Services with The Centre for Organization Effectiveness to extend the term of the Agreement for an additional 6-month period terminating September 5, 2024; and authorized the City Manager to execute the First Amendment, on consent.

ITEM 6: A RESOLUTION OF THE CITY COUNCIL CONDITIONALLY APPROVING ENCROACHMENT PERMIT EP23-094 TO RETAIN AND MAINTAIN PRIVATE VEGETATIVE, STRUCTURAL, AND DRAINAGE-RELATED ENCROACHMENTS INSTALLED WITHIN A PORTION OF UNIMPROVED PUBLIC RIGHT-OF-WAY (ALLEY) ADJACENT TO 919 KLISH WAY, 1035 KLISH WAY, AND 964 CREST ROAD (CLERK'S FILE NO. 802-1)

Council adopted Resolution 2024-02, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ENCROACHMENT PERMIT EP23-094, A REQUEST TO RETAIN PRIVATE VEGETATIVE, STRUCTURAL, AND DRAINAGE-RELATED ENCROACHMENTS WITHIN A PORTION OF UNIMPROVED PUBLIC RIGHT-OF-WAY (ALLEY) ADJACENT TO 919 KLISH WAY, 1035 KLISH WAY, AND 964 CREST ROAD IN DEL MAR, CALIFORNIA", consistent with Council direction on January 8, 2024, on consent.

ITEM 7: RECOMMENDED COMPENSATION ADJUSTMENT RELATED TO THE CITY MANAGER'S PERFORMANCE EVALUATION AND FIRST AMENDMENT TO EMPLOYMENT CONTRACT (CLERK'S FILE NO. 102-8, 406-1, 502-1)

The item was pulled from the Consent Calendar by Councilmember Quirk who provided comments on the undergrounding project and pension expenses.

IT WAS MOVED BY COUNCILMEMBER WORDEN AND SECONDED BY COUNCILMEMBER MARTINEZ TO ADOPTED RESOLUTION 2024-03, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING COMPENSATION ADJUSTMENT FOR ASHLEY JONES AS CITY MANAGER FOR THE CITY OF DEL MAR AND ADOPTING THE AMENDED MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL SALARY SCHEDULE", EFFECTIVE DECEMBER 13, 2023; 2) APPROVED THE FIRST AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT EXTENDING THE TERM TO DECEMBER 13, 2030, AND INCREASING DEFERRED COMPENSATION; AND 3) AMENDED THE FISCAL YEAR 2023-24 OPERATING AND CAPITAL BUDGET AS INDICATED IN THE FISCAL IMPACT SECTION OF THIS REPORT. (VOTE 5-0)

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

ITEM 8: REAPPOINTMENT TO THE MEASURE Q CITIZEN OVERSIGHT COMMITTEE (CLERK'S FILE NO. 401-5)

Council reappointed K. Alan Lonbom to serve on the Committee as a voting member for a second three-year term from February 20, 2024, through February 28, 2027, on consent.

PUBLIC HEARING

ITEM 9: SIDEWALK CAFÉ PERMIT SCP23-003 – APPLICATION REQUEST TO INSTALL A NEW SIDEWALK CAFÉ IN THE PUBLIC RIGHT-OF-WAY, ADJACENT TO SUITES 105-107 AT THE DEL MAR PLAZA (1555 CAMINO DEL MAR).

**APPLICANT: VALLEY FARM MARKET
OWNER: BRIXTON CAPITAL (DEL MAR PLAZA)
APN #: 300-030-86 (CLERK’S FILE NO. 701-2)**

An introduction to the item was provided by Mayor Druker. A presentation was provided by Principal Planner Matt Bator. There were no City Council disclosures or recusals for the hearing.

Council questions and discussion focused on the width of the walkway.

There were no public speakers for the item.

IT WAS MOVED BY COUNCILMEMBER WORDEN AND SECONDED BY DEPUTY MAYOR GAASTERLAND TO ADOPT RESOLUTION 2024-04, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING SIDEWALK CAFE PERMIT SCP23-003, TO ALLOW THE INSTALLATION OF A NEW SIDEWALK CAFÉ IN THE PUBLIC RIGHT-OF-WAY ADJACENT TO THE DEL MAR PLAZA AT 1555 CAMINO DEL MAR IN DEL MAR, CALIFORNIA.” (VOTE 5-0)

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

CITY COUNCIL OTHER BUSINESS

ITEM 10: OVERVIEW OF WATER AND WASTEWATER RATE STUDY AND PROPOSED RATE SCHEDULE AND RECOMMENDATION TO INITIATE THE 218 PUBLIC NOTICING PROCESS (CLERK’S FILE NO. 907-4)

An introduction to the item was provided by City Manager Jones. A presentation was provided by Public Works Director Joe Bride, and HF&H Consultants, LLC representatives Senior Vice President Rick Simonson, and Project Manager Gabe Sasser.

Council questions focused on reserve targets; Prop 218 majority protest voting process; connection fee revenue and impact to rates; the City’s current water and wastewater rates; whether Del Mar residents who are located in an outside services area (e.g. North Bluff area served by Solana Beach) also pay any fees to Del Mar for service; and clarification on base (fixed) rates paid by water and wastewater customers.

There were no public speakers.

Council discussion focused on incentives to reduce water consumption; whether the City offers a program a water bill subsidy assistance program; and whether the County or State provides subsidies.

IT WAS MOVED BY COUNCILMEMBER WORDEN AND SECONDED BY COUNCIL MEMBER MARTINEZ TO DIRECT STAFF TO PROCEED WITH THE REQUESTED PROPOSITION 218 PUBLIC

NOTICING PROCESS FOR RECOMMENDED WATER AND WASTEWATER RATES EFFECTIVE JULY 1, 2024. (VOTE 5-0)

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

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

City Council representatives reported on the CSA-17 Ambulance District Advisory Board; North County Transit District; Parks and Recreation Committee; and Del Mar Community Connections.

ADJOURNMENT

Mayor Druker adjourned the meeting at 7:02 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk

DRAFT



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION**

FEBRUARY 20, 2024

City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California
And via teleconference
1317 Irving Avenue, Colonial Beach, VA 22443

CALL TO ORDER

Mayor Druker called the meeting to order at 7:30 P.M.

ROLL CALL

Present: Mayor Dave Druker; Deputy Mayor Terry Gaasterland (participated remotely); Councilmembers Tracy Martinez, Dan Quirk (absent for Item A and present for all other items), and Dwight Worden

CLOSED SESSION

A) Real Property Negotiations

Property: San Dieguito Drive from Oribia Road to Racetrack View Drive

Negotiating Parties: City of Del Mar and San Dieguito Drive Property Owners

Under Negotiation: Potential dedication and improvement of the road and terms and conditions of the same

Authority: Government Code Section 54956.8

Reportable Action: None. Councilmember Quirk was absent for Item A.

B) Conference with Legal Counsel - Initiation of Litigation

Number of Cases: One

Description: Regional Housing Needs Assessment (RHNA) Allocation

Authority: Government Code Section 54956.9(d)(4)

Reportable Action: None.

C) Conference with Legal Counsel – Significant Exposure to Litigation

Number of Cases: One

Description: Accessory Dwelling Unit (ADU) Ordinance Implementation

Authority: Government Code Section 54956.9(d)(2)

Reportable Action: None.

D) Public Employee Performance Evaluation

Title: City Manager

Authority: Government Code Section 54957

Reportable Action: None.

ADJOURNMENT

Mayor Druker adjourned the meeting at 8:15 P.M.

Sarah Krietor, Administrative Services Manager/
City Clerk



LIST OF DEMANDS
CITY OF DEL MAR
for
City Council Meeting
March 4, 2024

Vendor Payment Checks	\$ 44,135.18
Voids	-
Electronic Fund Transfers (EFT)	140,646.39
Electronic Wires	13,101.29
Total	<u>\$ 197,882.86</u>

Approved by:


Monica Molina
Finance Manager/Treasurer

Date:
2/26/2024

Approved by:

Dave Druker
Mayor

Date:

Attachments: Check Registers

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3965	2/9/2024	irs01	IRS, UNITED STATES TREASURY Ben174206	2/9/2024	FEDERAL TAX: PAYMENT	37,613.67	37,613.67
	Voucher:	3965					
3966	2/13/2024	per01	PERS Ben174208	2/9/2024	PERS CONTRIBUTIONS: PAYMENT	52,699.14	52,699.14
	Voucher:	3966					
3967	2/9/2024	edd01	EMPLOYMENT DEVELOPMENT DBen174210	2/9/2024	STATE TAX: PAYMENT	11,297.00	11,297.00
	Voucher:	3967					
3968	2/8/2024	ida01	IDAHO STATE TAX COMMISSION Ben174212	2/9/2024	IDAHO STATE TAX COMMISSION	224.35	224.35
	Voucher:	3968					
Sub total for GENERAL ACCOUNT US BANK:							101,834.16

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5644	2/13/2024	mis07	107413 STATE ST BANK & TRUST, Ben174202	2/9/2024	401A PLAN: PAYMENT	523.29	523.29
	Voucher:	5644					
5645	2/13/2024	mis08	303845 STATE ST BANK & TRUST, Ben174194	2/9/2024	MISSION SQUARE 457B: PAYMEI	9,303.57	9,303.57
	Voucher:	5645					
5646	2/13/2024	mis09	803808 STATE ST BANK & TRUST, Ben174204	2/9/2024	RETIREMENT HEALTH SAVINGS	716.89	716.89
	Voucher:	5646					
5647	2/13/2024	uni21	DEL MAR CITY EMPLOYEES ASSI, Ben174196	2/9/2024	DMCEA DUES: PAYMENT	264.00	264.00
	Voucher:	5647					
5648	2/13/2024	nat15	NATIONAL BENEFIT SERVICES, L, Ben174200	2/9/2024	SEC125 DEPENDENT CARE ADJ	1,243.33	1,243.33
	Voucher:	5648					
5649	2/13/2024	par21	U.S. BANK PARS FFC 674602240C, Ben174198	2/9/2024	PUBLIC AGENCY RETIREMENT S	1,050.21	1,050.21
	Voucher:	5649					
Sub total for EFT GENERAL ACCOUNT US BANK:							13,101.29

10 checks in this report.

Grand Total All Checks: 114,935.45



2.14.24

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5650	2/16/2024	kay01 ADAM KAYE	JAN-24	1/1/2024	COMM SRVCS JAN	3,300.00	3,300.00
		Voucher: 5650					
5651	2/16/2024	dix01 DIXIELINE LUMBER CO	06-0540439	2/5/2024	PAINT SUPP CS	258.02	
		Voucher: 5651	06-0540150	1/31/2024	MAINT/REPAIR SUPP PW	143.04	
			06-0539760	1/30/2024	FACILITY MAINT/REPAIR SUP	141.22	
			06-0539708	1/30/2024	CLEANING SUPPLIES PW	53.55	
			06-0540260	2/5/2024	MAINT/REPAIR SUPP PW	53.11	
			06-0539904	1/30/2024	FACILITY MAINT/REPAIR SUP	45.95	
			06-0540106	1/31/2024	CLEANING SUPPLIES PW	30.47	
			06-0540678	2/6/2024	OPERATING SUPP PRKG ENF	14.06	
			06-0540311	2/2/2024	MAINT/REPAIR SUPP PW	5.43	744.85
5652	2/16/2024	lou01 LOUKELTON DISTRIBUTING I180954		1/29/2024	JANITORIAL SUPP PW	385.83	385.83
		Voucher: 5652					
5653	2/16/2024	mik03 MIKHAIL OGAWA ENGINEERIN11213		1/21/2024	FOG SRVCS DEC	2,203.16	2,203.16
		Voucher: 5653					
5654	2/16/2024	par51 PARKWOOD LANDSCAPE MAI106740		1/31/2024	LANDSCAPNG SRVCS JAN	16,950.00	
		Voucher: 5654	106693	2/6/2024	LANDSCAPNG SRVCS SEAGF	5,420.00	22,370.00
5655	2/16/2024	pru01 PRUDENTIAL OVERALL SUPP 132236226		2/2/2024	UNIFORMS PW	74.10	74.10
		Voucher: 5655					
5656	2/16/2024	tow05 TOWNSEND PUBLIC AFFAIRS 21144		2/1/2024	LEGISLATIVE SRVCS FEB	3,500.00	3,500.00
		Voucher: 5656					
5657	2/16/2024	uni26 UNITIS CONTRACTOR SUPPL 1030180		2/1/2024	SAND BAGS PW	450.23	450.23
		Voucher: 5657					
5658	2/16/2024	wex01 WEX BANK	0496-00-496530	2/6/2024	GAS & OIL PW JAN	4,517.31	4,517.31
		Voucher: 5658					
5659	2/16/2024	wex01 WEX BANK	0496-00-495760	2/6/2024	GAS & OIL FIRE JAN/FEB	1,266.75	1,266.75
		Voucher: 5659					
Sub total for EFT GENERAL ACCOUNT US BANK:							38,812.23

Bank : gusbk GENERAL ACCOUNT US BANF

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137807	2/16/2024	sbc03 AT&T	9391059863	2/1/2024	TELEPHONE JAN	400.03	400.03
		Voucher: 137807					
137808	2/16/2024	cin02 CINTAS	5196927364	2/8/2024	FIRST AID KIT SUPP PW	106.02	106.02
		Voucher: 137808					
137809	2/16/2024	cit07 CITY OF SAN DIEGO	1000376709	2/1/2024	PENASQUITOS SEWER FY24	359.00	359.00
		Voucher: 137809					
137810	2/16/2024	coa10 COASTAL LIVESCAN SERVICE43234		2/1/2024	LIVESCAN SRVC FEB	32.00	32.00
		Voucher: 137810					
137811	2/16/2024	dai03 DAILY DIRECT MAIL	14614-3	2/9/2024	UTILITY BILLS FEB	215.00	
		Voucher: 137811	14614-1	2/9/2024	UTILITY BILLS JAN	215.00	430.00
137812	2/16/2024	lee01 DCL ENTERPRISES INC DBA, 0000093757		12/15/2023	MAINT/REPAIR PW	314.25	314.25
		Voucher: 137812					
137813	2/16/2024	del06 DEL MAR AUTOMOTIVE SERV46818		2/1/2024	VEHICLE MAINT PW #73	522.82	
		Voucher: 137813	46859	2/7/2024	VEHICLE MAINT CS #394	413.61	
			46856	2/7/2024	VEHICLE MAINT CS #390	273.82	
			46860	2/7/2024	VEHICLE MAINT CS #380	112.88	
			46861	2/7/2024	VEHICLE MAINT CS #382	112.38	1,435.51
137814	2/16/2024	dun02 DUNN-EDWARDS PAINTS	2082A03722	1/19/2024	PAINT SUPPLIES PW	118.99	
		Voucher: 137814	2082A03728	1/19/2024	PAINT SUPPLIES PW	69.24	188.23
137815	2/16/2024	gal02 GALLS LLC	026894383	1/25/2024	TACTICAL PANTS PRKG ENF	114.84	
		Voucher: 137815	026838191	1/19/2024	UNIFORMS PRKG ENF	69.49	
			026925060	1/29/2024	TACTICAL PANTS PRKG ENF	38.28	222.61
137816	2/16/2024	gfo01 GFOA	00019174	1/30/2024	ACFR SUBMITTAL - FY23	460.00	460.00
		Voucher: 137816					
137817	2/16/2024	icm06 ICMA MEMBERSHIP RENEWA1947267		2/12/2024	MBRSHIP RNWL C BROWN	1,104.72	1,104.72
		Voucher: 137817					
137818	2/16/2024	kin02 KING GRAPHICS	47888	2/7/2024	UNIFORMS LFGRDS CS	580.73	
		Voucher: 137818	47889	2/7/2024	UNIFORMS LFGRDS CS	60.00	640.73
137819	2/16/2024	mma01 MMASC	01162024	1/16/2024	MBRSHIP C BROWN	125.00	125.00
		Voucher: 137819					
137820	2/16/2024	pac05 PACIFIC PIPELINE SUPPLY	S100458978.001	12/22/2023	WATER METER PARTS	485.67	485.67
		Voucher: 137820					
137821	2/16/2024	san135 SAN DIEGO COUNTY WATER	02092024	2/9/2024	SDCWA CAP CHRGS - 2610 C	3,420.00	
		Voucher: 137821	02092024	2/9/2024	SDCWA CAP CHRGS - 1205 S	3,420.00	6,840.00

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137822	2/16/2024	san138	SAN DIEGO ELEVATOR & LIFT4348	1/31/2024	ELEVATOR MAINT CH JAN	200.00	200.00
	Voucher:	137822					
137823	2/16/2024	sdq02	SAN DIEGO GAS & ELECTRIC 0081 7377 2988	2/6/2024	UTILITIES JAN	8,798.44	
	Voucher:	137823	0066 5491 6833	2/6/2024	UTILITIES JAN	5,325.76	
			0066 5392 2766	2/6/2024	UTILITIES JAN	995.48	
			0069 0908 1676	2/6/2024	UTILITIES JAN	338.44	
			0067 3735 0888	2/6/2024	UTILITIES JAN	273.78	
			2100 0065 8024	2/6/2024	UTILITIES JAN	112.75	
			0096 3381 7034	2/6/2024	UTILITIES JAN	22.35	
			0065 9549 9411	2/6/2024	UTILITIES JAN	19.36	
			0085 7750 3585	2/6/2024	UTILITIES JAN	16.73	
			0097 5436 8967	2/6/2024	UTILITIES OCT/JAN	10.36	
			0053 7739 5442	2/6/2024	UTILITIES OCT/JAN	9.97	15,923.42
137824	2/16/2024	sou08	SOUTHWEST SIGNAL SERVIC83052	12/31/2023	BBS SYSTEM INSTALL JDB/VI	9,885.30	
	Voucher:	137824	83113	1/31/2024	TRAFFIC SIGNAL MAINT JAN	472.50	
			83114	1/31/2024	TRAFFIC SIGNAL MAINT JAN	386.93	10,744.73
137825	2/16/2024	sta36	STANDARD PLUMBING SUPPLWDR235	1/25/2024	WATER PARTS PW	448.83	
	Voucher:	137825	WFFT25	1/31/2024	WATER PARTS PW	13.34	462.17
137826	2/16/2024	ter01	TERMINIX INT CO LTD, PARTM443199813	2/6/2024	PEST CONTROL SRVCS CS	121.00	
	Voucher:	137826	443202163	2/6/2024	PEST CONTROL SRVCS LIBR	106.85	
			443199738	2/6/2024	PEST CONTROL SRVCS PHC	103.00	
			443202052	2/6/2024	PEST CONTROL SRVCS CH	150.00	480.85
137827	2/16/2024	und01	UNDERGROUND SERVICE ALI120240214	2/1/2024	CONT SRVCS JAN	81.75	81.75
	Voucher:	137827					
137828	2/16/2024	vec01	VECTOR RESOURCES INC 99667	2/12/2024	WW VMS SFTWARE MAINT	2,542.56	2,542.56
	Voucher:	137828					
137829	2/16/2024	sma02	XPRESSMYSELF.COM LLC MPP-232496	1/25/2024	PARKING PERMITS CS	555.93	555.93
	Voucher:	137829					
Sub total for GENERAL ACCOUNT US BANK:							44,135.18

33 checks in this report.

Grand Total All Checks: 82,947.41





City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: March 4, 2024

SUBJECT: Agreement for As-Needed Printing Services

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a professional service agreement with Del Mar Blue Print Company (Attachment A) for as-needed printing, publishing, and scanning services for an initial three-year period effective March 4, 2024, through March 4, 2027; 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 professional.

DISCUSSION/ANALYSIS:

The Planning and Community Development Department has an ongoing need to digitize physical records such as plans, permits, applications, and other related planning documents as part of an ongoing effort to maintain documents in a digital format. Per the City's Record Retention Schedule, planning documents should be scanned and maintained in the City's document imaging system and physical documents destroyed after they have been scanned and quality controlled. The Department currently has documents at City Hall and at an off-site storage facility that are in the process of being digitized to easily search and reference for planning purposes or for public records requests.

On March 4, 2019, the City Council approved agreements with 2nd Street Printing, Del Mar Blue Print Company, and Scantech Graphics Inc. to augment City capabilities related to printing, publishing, scanning, and graphic design. The agreements with 2nd Street Printing and Scantech Graphics Inc. expired in March 2022. Since approval of those agreements, the City has worked exclusively with Del Mar Blue Print to digitize records to reduce staff time in searching for physical records. The current agreement with Del Mar Blue Print is set to expire on March 4, 2024, after it was extended for an additional two-year period in March 2022.

City Council Action:

On January 25, 2024, the City issued a Request for Qualifications (RFQ 2024-02) soliciting proposals from qualified professionals to perform third-party printing services. During the solicitation period, one proposal was received from Del Mar Blue Print Company. The proposal was carefully evaluated by City staff based on experience and qualifications. Proposed costs and fees were also evaluated to ensure they were in line with current market rates for the services to be provided.

After a thorough review of the submitted proposal, staff determined that Del Mar Blue Print is qualified to meet the City's current and future needs based on a history of working with the company and their proven ability to accommodate the volume of records to be digitized and expected turnaround times. Del Mar Blue Print has experience providing similar professional services to other agencies.

To ensure that operational needs continue to be met, staff recommends that the City Council approve the as-needed Agreement with the Del Mar Blue Print Company. The Agreement would be for an initial three-year period beginning March 4, 2024, through March 4, 2027, with the option for the City Manager to extend the agreement for an additional two-year period based upon satisfactory service being provided during the initial contract period.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds for these as-needed printing services are available in the approved Fiscal Year 2023-2024 budget. Funds for these services will also be included in future fiscal year budgets for Council consideration.

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 Del Mar Blue Print Company

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND DEL MAR BLUE PRINT COMPANY
FOR AS-NEEDED PRINTING SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 4th day of March, 2024 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Del Mar Blue Print Company (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide printing, publishing, and scanning 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. Project Coordinator. The Planning Department Management Analyst is hereby designated as the Project Coordinator for City and will monitor the progress and execution of this Agreement. Dan Rowley, Business Development Executive is hereby designated as the Project Director for Consultant. City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services.

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 4, 2024, and ending on March 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" 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 18701(a)(2) 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 effecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be

received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. 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

If to Consultant:
 Del Mar Blue Print Company
 Dan Rowley
 2201 San Dieguito Dr.
 Del Mar, CA 92014

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

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

18. CALIFORNIA LAW; VENUE/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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF DEL MAR,
a municipal corporation

DEL MAR BLUE PRINT COMPANY

By: _____
Ashley Jones, City Manager

By: _____
Mike Kraus, CEO

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work

City of Del Mar Requested Service	DMBP Has the Ability to Provide Service	Cost of Service*
PRINTING	Yes	
Large Format Printing (b&w)	Yes	\$0.30/s.f or less. Based on quantity.
Large Format Printing (color)	Yes	\$0.30/s.f or less. Based on quantity.
Small Format Printing (b&w)	Yes	\$0.07/ea. or less. Based on quantity.
Small Format Printing (color)	Yes	\$0.29/ea. or less. Based on quantity.
Flyer and Mailer Printing	Yes	Job Specific. Quoted as needed.
Banner Printing	Yes	\$2.50/s.f.
Sign Printing	Yes	Job/material Specific. Quoted as needed.
PUBLISHING	Yes	
Mounting**	Yes	Job/material Specific. Quoted as needed.
Laminating	Yes	Job/material Specific. Quoted as needed.
Book Binding	Yes	Job/material Specific. Quoted as needed.
Document Assembly	Yes	Job/material Specific. Quoted as needed.
SCANNING	Yes	
Large Format Scanning (b&w)	Yes	\$0.30/s.f.
Large Format Scanning (color)	Yes	\$0.30/s.f.
Small Format Scanning (b&w)	Yes	\$.10/per sheet
Small Format Scanning (color)	Yes	\$.10/per sheet
Bound Book Scanning	Yes	\$.25/per sheet
Scanning to Multiple Files	Yes	No additional charge.
GRAPHIC DESIGN	Yes	\$80/hr
DELIVERY	Yes	No charge
ADDITIONAL SERVICES	Yes	Job Specific. Quoted as needed.

*s.f. = square foot | ea. = each

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City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: March 4, 2024

SUBJECT: Review Results of the 2023 Pavement Condition Assessment and Five-Year Pavement Management Program

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council review and discuss the results of the 2023 Update to the Five-Year Pavement Management Program Report (Attachment A) prepared by Buckman Infrastructure Group and provide direction to staff.

BACKGROUND:

The City of Del Mar implements a Pavement Management Program (PMP) to improve and maintain the City's roadways. In 2013, the City hired a pavement management service to provide a citywide pavement condition assessment of the City's roadways. The paving assessment included performing a field survey to evaluate the approximately 30 miles of arterials, local streets, and paved alleys maintained by the City. Based on the surface condition observed during the field surveys, a numerical ranking in the form of a Pavement Condition Index (PCI) for each road segment was calculated. The PCI is a condition rating that ranges from 0 for a road that has structurally failed and deteriorated dramatically to 100 for a new road. During the 2013 assessment, the citywide weighted PCI was determined to be 65, which was considered to be an overall "fair" condition rating.

The City subsequently increased the paving budget and set a goal of increasing the citywide weighted PCI goal to 76, an overall "good" condition. Staff developed a paving schedule to address the City's most neglected streets with the additional funding allocated by the City Council. The program was also integrated with the City's Water, Wastewater, and Storm Drain annual Capital Improvement Program projects to ensure street paving projects were scheduled after the completion of any necessary deep utility trenching projects to avoid trenching on newly paved roadways.

The program proceeded on schedule, spending approximately \$530,000 annually, for approximately five years until the COVID-19 pandemic forced the City to make significant

City Council Action:

budget reductions to the annual paving program starting in Fiscal Year (FY) 2020-2021 and continuing through FY 2022-2023. However, the Fiscal Year 2023-2024 and FY 2024-2025 Capital Improvement Program budgets restored paving funding to pre-COVID-19 levels as City revenues recovered.

DISCUSSION/ANALYSIS:

On September 5, 2023, the City Council approved an agreement with Bucknam Infrastructure Group to conduct an updated citywide pavement condition assessment and prepare the City’s next five-year pavement management program. From the PCI results, three funding scenarios were prepared to predict the impact to future PCIs and deferred maintenance costs based on annual pavement funding levels of \$500,000, \$750,000, and \$1,000,000.

During this assessment, the citywide weighted PCI was determined to be 76.1, which is considered to be an overall “good” condition rating. This assessment data confirms that the City achieved its 2013 goal of raising the citywide PCI from 65 to 76 despite two years of COVID-19 budget reductions to the program. As noted in the report, Del Mar’s PCI is comparatively higher than many of our neighboring jurisdictions, including City of San Diego recently ranked at 63 and City of Solana Beach at 73.

Based on the 2023 assessment, the City’s roadway network varies between “very good” to “poor”, and the percentile distribution is shown in Table 1. The list of street names and their associated PCI can be found on pages 50 - 62 of the PMP included as Attachment A, sorted first by street name and separately by lowest to highest PCI.

Table 1 – Current Citywide Conditions

Condition	PCI Range	Arterial (miles)	Local (miles)	Alleys (miles)	Total (miles)	Percent of Network
Very Good	86 – 100	4.5	4.4	0.6	9.5	32%
Good	75 – 85	2.3	5.7	0.2	8.2	27%
Fair	60 – 74	2.9	5.4	0.4	8.7	29%
Poor	41 – 59	1.7	1.4	0.4	3.5	12%
Very Poor	0 – 40	0	0	0	0	0%
TOTAL		11.4	16.9	1.6	29.9	

A maintenance strategy was developed based on the results of the condition survey with repair recommendations for each PCI range. Maintenance recommendations could include preventative work such as crack sealing and localized patching, 1.5 inch to 2.5-inch grind and overlay, 2-inch asphalt-rubber, or full road reconstruction.

City staff will annually prepare bid packages for the highest priority projects, which are those with the lowest PCI. If utility undergrounding or an infrastructure replacement project is identified, the road segment may be deferred so the pavement restoration can

be performed at the conclusion of the undergrounding or infrastructure replacement project.

As discussed above, the PMP evaluated three annual funding scenarios (\$500,000, \$750,000, and \$1,000,000) to aid in budgeting and future decision-making. These scenarios utilized current PCIs and benchmarked regional unit costs for pavement repair. Table 2 summarizes the results of these funding scenarios, and the impacts on the overall PCI and deferred maintenance balance.

Deferred maintenance is the cost of the pavement maintenance and rehabilitation that is needed but has not yet been completed. This is a metric utilized in PMPs to analyze if pavement funding is adequate and moving toward the long-term goal of improving street quality. The City currently has a deferred maintenance balance of approximately \$5,700,000. All three funding scenarios demonstrate a reduction in deferred maintenance balance over the next five years.

Table 2 – Summary of Results from Three Funding Scenarios

Annual Funding	PCI at end of Five Years (FY 28-29)	Total Amount Spent in Five Years	Deferred Maintenance Balance
\$ 500,000	78.1	\$2,500,000	\$5,185,600
\$ 750,000	80.5	\$3,723,400	\$3,915,400
\$1,000,000	82.0	\$5,002,500	\$2,322,400

Significant funding, totaling \$1,445,000, was included in the current two-year budget for the completion of a citywide paving condition assessment and to begin investment in pavement projects identified in the Five-Year Pavement Management Program. This includes funding from various sources as summarized in Table 3 below.

Table 3 – Pavement Funding Sources

Funding Source	FY23-24 Budget	FY 24-25 Budget
General Fund	211,100	417,500
SB1 (RMRA) Fund	97,400	90,000
RTIP TransNet	391,000	147,000
Measure Q	45,500	45,500
TOTAL	\$745,000	\$700,000

City staff is recommending spending \$750,000 annually, which is projected to increase the City’s PCI to 80.5 at the conclusion of the five-year period in FY 28-29. It is anticipated that the City will continue to receive funding from multiple revenue sources to supplement money in the general fund as identified in Table 3. The City’s financial projections indicate that it is reasonable to assume \$750,000 will be available annually to spend on pavement improvements for the next five years. In future years, City Council may consider allocating additional pavement funding on a one-time basis, as funding

becomes available. An increased allocation would allow a pavement segment further down the prioritized list to be accelerated and constructed sooner.

Further, this report establishes that the minimal level of service acceptable to the City is a PCI of 70. If a road has a PCI below 70, it would be eligible for rehabilitation or reconstruction. If a road has a PCI above 70, preventative maintenance activities, such as patching or crack sealing, would be recommended to extend the lifespan of the existing pavement. This standard would determine if the full road width would be repaired following an undergrounding or other infrastructure project. If the pavement has a PCI above 70, the utility project will only include trench repair.

The PMP database will be updated annually following completion of roadway rehabilitation and replacement projects. Comprehensive field surveys are recommended at five (5) year frequencies to maintain accurate PCIs and evaluate whether certain segments have deteriorated earlier than anticipated and update recommended improvements.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council for this agenda item. Funding for the preparation of the Pavement Management Program is included in the Council approved Capital Improvement Program budget for Fiscal Year 2023-2024 under 40.7000.7009 – Annual Pavement Rehabilitation.

ENVIRONMENTAL IMPACT:

The action being considered is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” per Section 15378(b) (5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The 2023 Pavement Condition Assessment and Five-Year Pavement Management Program is a Tier 2 Council priority project for Fiscal Years 2023-24.

ATTACHMENTS:

Attachment A – 2023 Update of Pavement Management Program

FINAL REPORT

UPDATE OF
PAVEMENT MANAGEMENT PROGRAM
(Citywide)

2024-2029



Submitted to:
City of Del Mar, CA
February 26, 2024



February 26, 2024

Mrs. Karen Falk, PE
Principal Engineer
City of Del Mar
2240 Jimmy Durante Blvd
Del Mar, CA 92014

Subject: Final Report - Update of the Pavement Management Program

Dear Karen:

As part of the 2023-24 Update of the Pavement Management Program for the City of Del Mar, *Bucknam Infrastructure Group, Inc. (Bucknam)* is pleased to submit the Final Report for the City's pavement network.

The information contained in this report was used to develop the recommended improvement program for the pavement network. The report covers the following categories:

- **Executive Summary (Section I)**
- **Pavement Management Program Development and Reporting (Section II)**
- **Pavement Conditions For Each Segment in the Network (PCI Report – Section III)**
The Pavement Condition Index report shows the present condition of each street in the pavement network. In addition, the report shows the basic geometry of each street segment.
- **Forecast Maintenance & Rehabilitation (FMR) Reports (Section IV)**
 - **Recommended Maintenance and Repair Strategies**
The recommended maintenance and repair strategies were used to generate the Forecast Maintenance & Rehabilitation Report and were based on our 2023 inspections. Additionally, we have assessed and incorporated unit cost and maintenance application practices/types with our strategies.
 - **Projected Projects based on M&R Strategies**
The FMR Report projects the street maintenance activities required for the next five years, broken down to show maintenance levels for Arterials, Collectors, Locals and Alley streets. The data included in this report is organized by fiscal year.



Our thorough analysis of previous and current Del Mar PMP strategies enabled our staff to make proactive recommendations to the City's pavement CIP. All comments received from the City have been incorporated in the reports that follow. All of the City's issues and needs that were brought to our attention are included in the report. It has been a pleasure working with you and the City on updating your Pavement Management Program. We look forward to the continued success of this project and future teamwork with City staff.

Sincerely,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager
Infrastructure Management – GIS Services

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 - B. Current Citywide Conditions
 - C. Maintenance Strategy Development
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 - A. Pavement Management Program Update 2023-24
 - B. Maintenance Strategy Assignments
 - C. Multi-Year Annual Work Program Projects
 - i. \$500,000 – Five-Yr Budget Program
 - ii. \$750,000 – Five-Yr Budget Program
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- III. Pavement Condition Index (PCI) Reports**
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Acronym Listing

American Society for Testing and Materials (ASTM)
 Army Corps of Engineers (ACOE)
 Asphalt Concrete (AC)
 Asphalt Rubber Hot Mix (ARHM)
 Average Daily Traffic (ADT)
 Capital Improvement Program (CIP)
 Geographic Information System (GIS)
 Maintenance and Repair (M&R)
 Pavement Condition Index (PCI)
 Pavement Management Program (PMP)
 Portland Cement Concrete (PCC)
 San Diego Regional Transportation Sales Tax Measure (TransNET)



SECTION I

EXECUTIVE SUMMARY

2023-24 UPDATE OF PAVEMENT MANAGEMENT PROGRAM

This report reflects the continued commitment and proactive management of the City’s Pavement Management Program (PMP); the last major update to the City’s PMP was performed in 2013. As the City of Del Mar continues to show growth in its population, demographics, infrastructure and maintenance needs, the street network is demonstrating similar needs in regard to capital revenues and capital improvement program management.

Today, Bucknam Infrastructure Group utilized the Army Corps of Engineers pavement management program, MicroPAVER / MyRoads®, to establish and manage the 30 miles within street network. This software is essential in that it assists Public Works staff in identifying what levels of annual funding are needed to maintain and/or improve the pavement conditions across the network. These funds are vital for the annual arterial / collector street capital improvement program projects as well as for cost-effectively managing the local network through proactive cyclical maintenance/rehabilitation and scheduling. Under this project, the City has incorporated the use of its unique Pavement Management – GIS MyRoads® PMP web-portal and GIS layers that assist the City in spatially analyzing pavement conditions and economic needs for a given pavement segment or citywide.

The Del Mar PMP has been developed to assist City personnel by providing current data on the City street networks and to develop cost-effective maintenance / rehabilitation strategies to maintain a desirable level of pavement performance on a network scale; this optimizes the expenditure of limited fiscal resources. The PMP efforts in the winter of 2023 consisted of analyzing the City’s previous PMP dataset for quality and usability. City staff also provided key information pertaining to the ongoing maintenance/rehabilitation efforts that have occurred throughout the City since 2013. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified deficiencies and recommendations in the current operating and maintenance efforts put forth by the City.

For the 2023-24 project, our staff surveyed all arterial, collector, local and alley routes to assist the City in complying with San Diego County TransNet PMP requirements and analyzed historical maintenance / rehabilitation operations.

Specifically, the program provides administrators and maintenance personnel with:

- *The present condition status of the pavement network (arterial, collector, local and alley streets), as a whole and of any grouping or individual component within the City;*
- *A ranked list of all streets, or segments of streets, by condition within the network;*
- *Rehabilitation/maintenance needs of qualifying street segments by year;*
- *An optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*



- Optimum annual budget levels for pavement maintenance for the current and the following five (5) years;
- Prediction of the future performance of the City’s pavement network and each individual street section; and
- Pavement network and conditional data presented in **ArcMap and MyRoads®** that is compatible with City’s existing GIS Enterprise

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City’s forecasted maintenance recommendations we worked with Del Mar staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City’s maintenance/rehabilitation practices and their associated unit costs, the total replacement value of the pavement network is \$40,510,000. This value clearly indicates that the City’s pavement network is a very valuable and essential asset to Del Mar. The City’s use of preventative, ARHM Overlay and reconstruction practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Del Mar’s arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City’s PMP database.

This report reflects our findings and recommendations for the PMP and the current state of the City’s pavement network. Furthermore, we have recommended detailed funding and maintenance strategies for the arterial/collector and residential networks for next five (5) years.

A. CITY’S PAVEMENT NETWORK

Combined, the entire network consists of 29.9 section miles of streets, 4,238,936 SF and 181 total pavement sections. The Del Mar Arterial/Collector pavement network consists of approximately 11.4 section miles of streets, 1,888,662 SF of AC/PCC pavement that is made up of 44 pavement sections. The Local network consist of approx. 16.9 section miles of streets, 2,205,030 SF of pavement which includes 124 pavement sections. The Alley network consist of approx. 1.6 section miles of streets, 145,244 SF of pavement which includes 13 pavement sections.

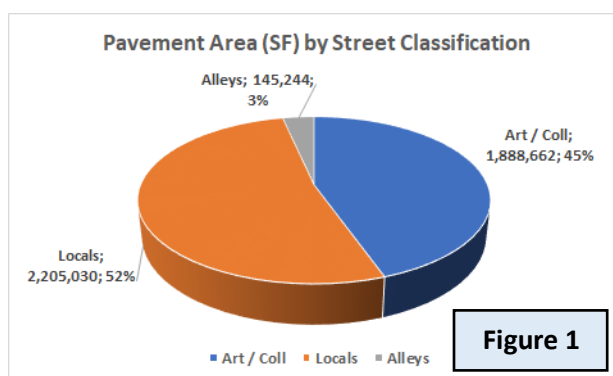


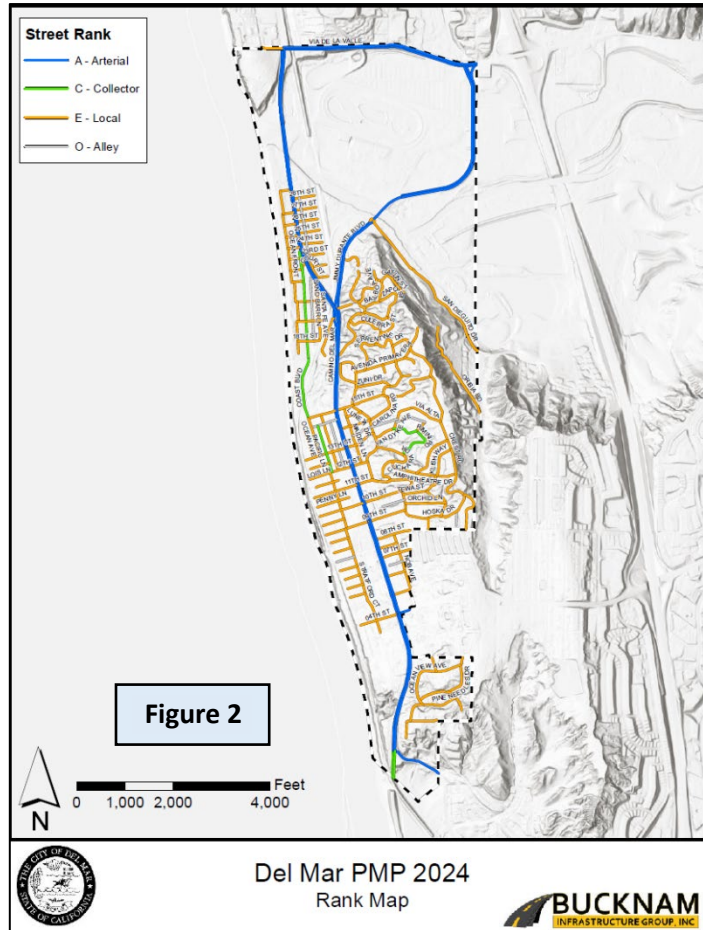
Figure 1

The City’s pavement network is broken down into manageable groups that have similar characteristics, such as pavement rank, surface type and logical segmentation. Pavement segments are identified by their branch and section numbers. Pavement “branches” that have a common usage, such as Camino Del Mar, defines a “branch” within the PMP database. Pavement “sections” are pavement



segments within the defined branch that have consistent pavement rankings, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement Condition Index (PCI) which includes distress type, extent of the distress and its severity.

The PCI is a condition rating that ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area equals the pavement sections PCI multiplied by its own area then divided by the total square footage of the given area. Table 1 summarizes the section conditions found within the City of Del Mar pavement network by rank.



- **The weighted avg. PCI for the City of Del Mar ARTERIAL / COLLECTOR network is 76.5**
- **The weighted avg. PCI for the City of Del Mar LOCAL network is 75.9**
- **The weighted avg. PCI for the City of Del Mar ALLEY network is 73.7**

The weighted PCI value associated with the Arterial and Local routes shown through our survey analysis is timely in that it demonstrates the results of proactive pavement management. Furthermore, it is showing that a moderate amount of preventative maintenance, and overlay work will be needed over the next several years to sustain the level of condition (PCI) at a “preventative maintenance” level. The City is proactively scheduling and funding its PMP to reach a citywide weighted PCI of 80 within the next five years.

Table 1 – Past and Present PCI Results and Comparisons

Rank	Mileage	SF	2023 PCI	2013 PCI
Art / Coll	11.4	1,888,662	76.5	n/a
Locals	16.9	2,205,030	75.9	n/a
Alleys	1.6	145,244	73.7	n/a
Citywide	29.9	4,238,936	76.1	65.0



B. CURRENT CITYWIDE CONDITIONS (ARTERIALS-COLLECTORS, LOCALS AND ALLEYS)

The overall condition of the City’s pavement network is “Good” with a weighted average PCI of 76.1 based on the surface area of each segment (this is a 11.1 PCI increase or a 17% increase compared to 2013 results). The distribution of the City’s overall pavement network is shown in Section III of this report (Condition Distribution).

Table 2 – Condition Distribution by Section Mileage for All Streets

Condition	PCI Range	Arterial	Local	Alleys	Total	% of Network
Very Good	86-100	4.5	4.4	0.6	9.5	31.8%
Good	75-85	2.3	5.7	0.2	8.2	27.4%
Fair	60-74	2.9	5.4	0.4	8.7	29.1%
Poor	41-59	1.7	1.4	0.4	3.5	11.7%
Very Poor	0-40	0.0	0.0	0.0	0.0	0.0%
		11.4	16.9	1.6	29.9	

For comparison, Bucknam performed pavement management studies for several other SoCal local agencies and have included their weighted PCI values (right).

Neighboring City PCI's			
National City	70.6	Vista	78.1
Del Mar	76.1	Solana Beach	73.4
San Diego	63.0		

As shown above, a large majority of segments are evenly distributed through four condition categories (Very Good to Poor). For a network in “preventive” condition status you would typically see Very Good to Good section percentage totals at the 55% to 60% range; Del Mar’s network currently shows 59% of its sections within these PCI ranges. These findings indicate that the proper funding of the network exists but should focus on improvement over the next five years; this will allow Public Works managers/staff to proactively establish preventative and rehabilitation schedules that will generate further high-value ROI for the City. At a minimum, to sustain this asset, continued amounts of overlay rehabilitation and preventative maintenance needs to be budgeted for and performed across all areas of the pavement network.

As shown in Table 2, over 41% of the City’s entire network falls within the fair, poor and very poor condition categories based on the PCI findings, highlighting the need for continued funding and implementation of proactive overlay projects. Increased overlay rehabilitation activity will improve the City’s overall weighted PCI while reducing deferred maintenance costs in future fiscal years.

Overlay projects applied to appropriate, qualifying segments is necessary to sustain the City’s network in a preventative condition status as described above. A network-wide preventative condition status is typically a network with a weighted average PCI over 75.

Regarding the Local network, detailed inspection analysis shows 23% (3.8 miles) requires overlay rehabilitation or full reconstruction. With the major amount of Local sections needing rehabilitation the City should proactively appropriate the necessary amount of annual overlay funding to improve the network to a higher condition level.



The Local network has shown minor improvement over five years however it will continue to be a major contributor to the high amount of deferred rehabilitation cost burdens unless appropriate pavement funding is applied.

In regard to the Arterial / Collector network, detailed inspection analysis shows that 32% (3.7 miles) requires overlay rehabilitation or full reconstruction. With the overall PCI in the mid-70's, proactive planning and application of scheduled overlay projects needs to be established; this will improve the overall conditions while freeing up additional funding for deferred projects. With the supplement of SB1/RMRA/TransNet monies coming to the City this fiscal year additional projects can be schedule and expedited over the next three years.

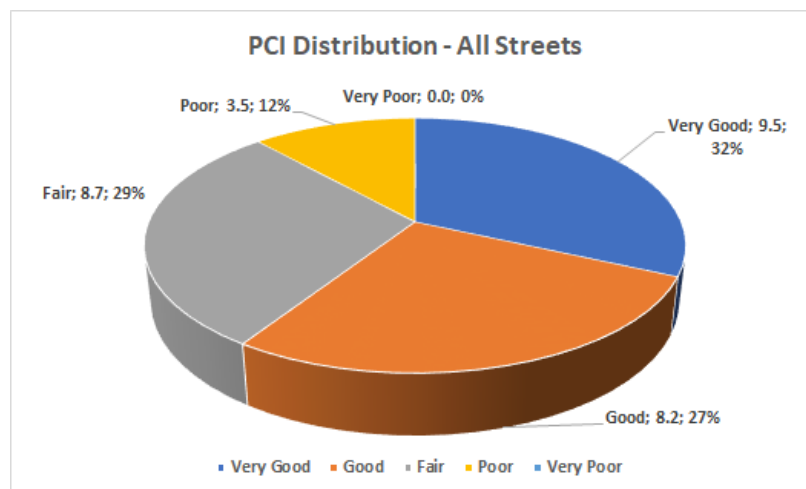
Through our assessment of the City's annual pavement management budget allocations (FY 2024-2029) the lack or major reduction of necessary CIP funds will cause the City's citywide weighted PCI to decrease over the next five years if additional funding is not appropriated.

Furthermore, as large overlay and rehabilitation projects are considered for funding, the City should also consider using sub-grade R - Values, structural design, distress severities and extents as parameters for determining whether a pavement section that lies within the Poor to Very Poor condition range should be overlaid or reconstructed. The City has available and accessible Google .kmz Coring Data that will serve as an essential tool when assessing AC and Base thicknesses during grind and overlay planning.

PCI conditions reflect "surface" conditions; additional sub-surface data such as coring data, R-Values and ground penetrating radar (GPR) will provide City to with a better approach to the maintenance that should be applied.

Our 2023-24 findings reflect the need to proactively manage the PMP network over the next several years. As the City strives to implement a more preventative state of M&R, cost efficient Arterial/Local rehabilitation and proactive use of available SB1/TransNet overlay funding should remain the focus.

Figure 3 – PCI Distribution by Section Mileage for All Streets



C. MAINTENANCE STRATEGY DEVELOPMENT

Based on the results of the condition survey and input from the City, pavement maintenance/rehabilitation strategies were developed. From the onset, the City and Bucknam staff identified a distribution of City maintenance funds that would be applied to the network over the next five years. This was based upon the desire to prevent the decrease in street conditions and not allow an increase in the maintenance backlog funds over the five-year program.

Through our assessment and discussions with the City we were requested to identify what level of funding would be required to maintain the current PCI as well as identify the level of funding needed to increase the overall weighted PCI. With this approach, Bucknam has recommended a “minimal level of service” which creates a major dividing line in determining between preventive maintenance and major pavement rehabilitation.

Generally within pavement management programs, a PCI range between 55 to 70 determines the threshold of when preventive or major overlay rehabilitation is activated. Based on the City’s weighted average PCI, condition distribution, maintenance practices, our team has identified a PCI of “70” as the minimum level of service. This means, in most cases, that pavement sections with a PCI greater than 70 will typically be recommended for preventive maintenance. This recommendation is indicated in Table 7, Section II.

Bucknam developed three (3) multi-year Capital Improvement Programs for the City based on the pavement records, yearly capital expenditures, available funding and the most recent 2023 inspections. These recommendations and results are shown in Section II of this report where, for example, we have demonstrated what level of funding is necessary to improve the current weighted condition level of 76 to a level of 80 by FY 2029.

As shown above in Figure 3, 56% of the City’s streets are in Good to Fair condition. These sections will be targeted for “preventive” maintenance within our Capital Improvement Program (CIP) recommendations. The reasoning in doing this is to extend the life cycles of those “good” pavement sections which accrues capital saving to aggressively rehabilitate those pavement sections that are below the “minimal level of service”.

In order to achieve the most effective and optimum program for the City, certain strategies have been selected and/or analyzed. Below is a listing of the maintenance activities that are typically utilized in strategy development. Each activity is representative of the types of work that have been programmed as part of the long-term maintenance requirements of the City’s street network.

General Repairs-Stop Gap (Localized Maintenance*); PCI Range – 20 to 95

For this maintenance type, small localized surface treatments are utilized as “holding action” solutions (stop gaps) to delay the need for pavement structural strengthening. They typically include activities such as crack sealing, AC deep patching, AC skin patching, PCC slab replacement, grinding and leveling.

Microsurfacing - (Global Maintenance*); PCI Range – 60 to 85

Microsurfacing is similar to slurry seal. It consists of the application of a mixture of water, asphalt emulsion, aggregate (very small crushed rock), and chemical additives to an



existing asphalt concrete pavement surface. Polymer is commonly added to the asphalt emulsion to provide better mixture properties. The major difference between slurry seal and microsurfacing is in how they “break” or harden. Slurry relies on evaporation of the water in the asphalt emulsion. The asphalt emulsion used in microsurfacing contains chemical additives which allow it to break without relying on the sun or heat for evaporation to occur. Thus, microsurfacing is an application that hardens quicker than slurry seals and can be used when conditions would not allow slurry seal to be successfully placed. Streets that have a lot of shade and streets that have a lot of traffic are good candidates for microsurfacing (*source - LA County of Public Works*).

Slurry Seals (Global Maintenance*); PCI Range – 60 to 85

Surface treatments applied to pavements with minimal surface distress to provide new wearing surfaces and extend pavement life. Generally consists of a mixture of conventional or latex-modified emulsified asphalt, well-graded fine aggregate, mineral filler and water placed over an existing AC surface; Slurry seal application life-cycles are averaging 4 to 5 years. Type II Slurry is recommended for Local streets. **Currently not used by the City.**

Cape Seals (Global Maintenance*); PCI Range – 40 to 65

This is an application of a single layer of asphalt binder to a road surface immediately followed by a single layer of cover aggregate (chips). The single layer chip seal is then followed with a slurry seal application; Conventional cape seal application life-cycles are averaging 6 to 7 years. For sections that have lower PCI’s in this range, leveling courses should be considered. City is currently considering this application as an alternative cost-saving tool. **Currently not used by the City.**

Overlays (Major Rehabilitation*); PCI Range – 20 to 65

AC Overlay – Placement of a layer of hot-mixed asphalt concrete over the existing pavement surface (may include pavement fabric). Grinding (milling) is performed prior to the overlay to reduce the total height of asphalt and assure alignment with existing gutter lines. This also includes “dig-outs” and crack sealing prior to the application of an overlay. This treatment provides a new wearing surface and increased structural strength to the pavement section. A conventional overlay should be designed for a ten-year life.

Asphalt Rubber Hot-Mix Overlay - The ASTM definition is: Asphalt-Rubber is a blend of asphalt cement, reclaimed tire rubber and certain additives in which the rubber component is at least 15% by weight of the total blend and has reacted in the hot asphalt cement sufficiently to cause swelling of the rubber particles. Specifically, using crumb rubber modified binders in pavement application benefit local agencies in that cities find:

- Pavement resists cracking by being more flexible;
- Cost savings come from a longer life cycle (from Bucknam’s experience typically 20% longer), decreased maintenance and the use of less material
- Improvement in skid resistance;
- Decreased noise; and
- It provides long-lasting color contrast for marking and striping
- Life cycles are averaging 8 to 12 years



Reconstruction (Major Rehabilitation*); PCI Range – 0 to 20

Reconstruction of an existing pavement section includes demolition and removal of the asphalt to a prescribed depth, grading, sub-base compaction, application of a binder/surface course followed by the placement of a conventional flexible pavement section using a structural AC Hot Mix, ARHM or a full depth asphalt. Each classification of road has a typical design cross-section based on anticipated traffic loading. Reconstruction resets a roadway section PCI to 100 and restarts the life-cycle deterioration curve of the section.

*Localized, Global and Major maintenance activities are default terms used within the pavement software. Specific pavement repair applications are placed within each maintenance activity in order to develop multi-year maintenance forecast recommendations.



D. ANNUAL BUDGET PROJECTIONS

The budgeting process was approached with the following in mind; generate three (3) unique work programs for the next five (5) years based upon actual road pavement conditions in order to:

1. Demonstrate how a City \$500,000/yr budget allocation for pavement maintenance/rehabilitation performs against the found conditions;
2. Demonstrate how a City \$750,000/yr budget allocation for pavement maintenance/rehabilitation performs against the found conditions;
3. Demonstrate how a City \$1,000,000/yr budget allocation for pavement maintenance/rehabilitation performs against the found conditions;

Table 3 – Five-Year Projection Demonstrating Annual \$500k Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	76.5	\$1,425,100	\$5,598,700
2025-26	77.5	\$497,500	\$5,535,400
2026-27	78.0	\$498,300	\$5,602,200
2027-28	78.1	\$498,700	\$5,379,600
2028-29	78.1	\$499,100	\$5,492,100
		\$3,418,700	

Table 4 – Five-Year Projection Demonstrating Annual \$750k Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	77.1	\$1,425,100	\$5,401,700
2025-26	78.6	\$725,800	\$5,088,100
2026-27	79.5	\$703,500	\$4,757,300
2027-28	80.0	\$785,400	\$4,316,900
2028-29	80.5	\$819,800	\$3,830,500
		\$4,459,600	

Table 5 – Five-Year Projection Demonstrating Annual \$1,000,000 Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	78.1	\$1,425,100	\$5,105,600
2025-26	79.4	\$998,400	\$4,607,000
2026-27	80.3	\$996,100	\$3,981,500
2027-28	81.2	\$998,600	\$3,183,900
2028-29	82.0	\$999,100	\$2,615,800
		\$5,417,300	



Our findings within Table 4 or 5 demonstrate the continued ROI that will result if proper annual funding is applied. By applying approximately \$750,000/yr or \$1,000,000/yr the City will continue to see positive results with overall PCI and reduction in deferred preventative maintenance / overlay rehabilitation.

Additional detail and breakdown of budget projections are demonstrated in Section IV of this report. All work program budgets generated are presented in terms of current 2024 dollars. All repair activities were based on distresses observed at the time of the field survey. These are recommendations and are to be used as “the best case scenario” for improving the City of Del Mar street network.

E. QUALITY CONTROL EFFORTS

Quality control efforts begin at the notice-to-proceed; this involved a full assessment of the previous PMP segmentation defined in the previous 2013 reporting as well as available GIS data associated with the City of Del Mar street network. The PMP network was then built within Bucknam’s license of MicroPAVER for the required general reporting, inspections, work history input and economic budgetary models shown in this report.

As indicated in our scope of work, Bucknam performed numerous quality control checks in the field during survey efforts. Field check efforts were performed at the end of each week of survey; 10% of the pavement inspection set was resurveyed by a second team to ensure the quantities and distress types were collected properly (approx. 3 miles).

Through our internal quality control efforts, we also found multiple sections that were missing and/or needed to be removed from the PMP network. All new sections were added to the PMP database and included in our survey efforts. We believe that all public street sections have been identified, inventoried, and surveyed under this project.



F. FINDINGS AND RECOMMENDATIONS

Arterials/Collectors

The actual workload requirements identified indicate that the Arterial/Collector street network is currently in “Good” condition (PCI = 76.5). To improve this condition, it is essential that preventive maintenance and overlay rehabilitation activities are funded at the levels identified in Table 3 to sustain the network weighted average PCI value to within the “Good” condition category.

Our arterial/collector findings for conditional data and recommendations for revenue expenditures are shown below:

- The Arterial/Collector network has a weighted PCI of 76.5;
- Currently, 32% of the arterial/collector network (approx. 3.7 miles) qualify for overlay/reconstruction maintenance;
- At a minimum, Arterial/Collector maintenance projects should focus on achieving and maintaining the a PCI of 76+ within the next five years;
 - Develop a proactive fiscal and planned approach to identify arterial/collector overlay projects based on the deterioration modeling within the PMP software;
 - Maintain arterial/collector revenues at the levels shown within the Section IV Forecasted Maintenance Report for a minimum of five years to generate the results identified within this report;
- Reassess/re-evaluate the arterial/collector rehabilitation budget programs every two years to improve on CIP forecasts for 2024-25 and beyond to ensure the results shown in Table 3, 4 and 5;
- Perform pavement inspections on the arterial/collector network every three years to build a solid planning model within MicroPAVER/MyRoads® to track PCI deterioration;
- Demonstrated budget shown in Table 5 is ample to improve upon the Arterial/Collector weighted PCI of 76.5 through five years, additionally, the citywide deferred backlog decreases from a level of \$5.2 million to \$2.7 million after five years; and
- Bucknam recommends that the City proactively budget overlay rehabilitation projects at the levels shown in Table 5 in order to improve upon the conditions found today as well as minimize the impact of a high increase deferred backlog across the City



Locals

The actual workload requirements identified indicate that the Local street network is currently in “Good” condition (PCI = 75.9). To improve this condition, it is essential that preventive maintenance and overlay activities are funded at the levels identified in Table 3 to sustain the network weighted average PCI value in the “Good” category.

Our Local findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 75.9;
- Currently, 23% of the Local network (approx. 3.8 miles) qualify for overlay/reconstruction maintenance;
- At a minimum, Local maintenance projects should focus on achieving and maintaining a weighted PCI above a level of 75+ within the next five years;
 - Current Local Forecast Maintenance & Rehabilitation (FMR) recommendations should be followed as shown in Section IV reporting;
 - Develop a proactive fiscal and planned approach to identify Local overlay projects based on the deterioration modeling within the PMP software;
- Increase Local revenues at the levels shown within the Section IV Forecasted Maintenance Report for a minimum of five years to generate the results identified within this report;
- Reassess/re-evaluate the Local rehabilitation budget programs every two years to improve on budget forecasts for 2024-25 and beyond to ensure the results shown in Table 3, 4 and 5;
- Perform pavement inspections on the Local network every three years to build a solid planning model within MicroPAVER/MyRoads® to track PCI deterioration; and
- Demonstrated budget shown in Table 5 is ample enough to improve the Local weighted PCI; proactive overlay funding needs to be implemented to see these results. additionally, the citywide deferred backlog decreases from a level of \$5.2 million to \$2.7 million after five years



SECTION II

PAVEMENT MANAGEMENT PROGRAM – CAPITAL IMPROVEMENT PROGRAM

Bucknam Infrastructure Group, Inc. (Bucknam) performed the following services in accordance with the scope of services that was contracted with the City of Del Mar. As a quick overview, the following tasks were performed to complete the work over the past several months:

2023-24 Pavement Management Work Efforts:

- Task 1:** Project Kickoff-Data Management
- Task 2:** Update of Maintenance Activities
- Task 3:** Pavement Condition Survey (approx. 29.9 miles)
- Task 4:** Budgetary Analysis and Capital Improvement Reports
- Task 5:** Executive Summary and Final CIP Reports
- Task 6:** Mapping of the Pavement Network

A. PAVEMENT MANAGEMENT PROGRAM UPDATE 2023-24

As a part of the 2023-24 update of the pavement management program, a major element of work was to complete a comprehensive assessment of the existing street network and PMS database within the City. This included building the City's 2023 PMP database within Bucknam's MicroPAVER license, GIS, street naming conventions and work history information. From there, Bucknam worked with the City to confirm public and private street listings which set the foundation for accurate CIP reporting. All data was then updated into the MicroPAVER database.

Work history information was provided by the City in the form of completed bid documents, institutional knowledge, and previous dataset and Excel documents. This information was entered into the proper pavement segments that match the limits of those projects. From there, CIP pavement recommendations were performed where the pavement maintenance/rehabilitation information the City provided (PMP application practices, unit costs, and capital budgets) was utilized to generate recommendations through the PMP software.

Table 6 demonstrates PCI ranges utilized for PCI calculations and reporting. Once a pavement inspection is complete, a PCI is calculated for each pavement section. Each PCI calculated falls within a defined PCI range category (Very Good, Poor, etc.). Furthermore, a weighted PCI was calculated for each functional class within the network (arterials and locals).

The PCI is a condition rating that ranges from 100 (a new pavement section or recently overlaid or reconstructed) to 0 for a section that has structurally failed and deteriorated dramatically. Weighted average PCI of a given area equals the pavement sections PCI multiplied by its own area then divided by the total square footage of the given area. This information can also be represented through MicroPAVER/MyRoads® to show how much square footage or percentage of area falls within a PCI range category.



Table 6 – Pavement Condition Index (PCI) Ranges

PCI Range	Condition
86-100	Very Good
75-85	<i>Good (2023 Del Mar = 76.1)</i>
60-74	Fair
41-59	Poor
0-40	Very Poor

These condition ranges are defined by the Army Corps of Engineers and utilized within the PMP software. The summary of all roads condition data and their representative PCI's can be seen in the Pavement Condition Report in Section III.

B. MAINTENANCE STRATEGY ASSIGNMENTS

The City was requested to provide a pavement maintenance list that demonstrated what pavement applications were currently being used and to provide their associated unit costs; from there a Maintenance Strategy Table was defined within the system that provided recommended actions to the specific repair needs of a street or a grouping of streets.

Table 7 – Maintenance Strategy Assignments

All Streets		
PCI Range	Description	Unit Cost
20-90	Preventative, Crack Sealing, Patching	Varies by Activity
Varies by Activity		
60-85	Type II Slurry + Crack Seal (Locals)	\$0.69/SF
60-85	Type II Slurry + Crack Seal (Arterials)	\$0.88/SF
Minimal Level of Service (70)		
40-65	Cape Seal (Locals)	\$1.62/SF
20-60	1.5" Grind / Overlay (Local)	\$4.38/SF
20-60	2" Grind / Overlay (Local)	\$4.56/SF
30-60	2.5" Grind / Overlay (Arterial)	\$5.50/SF
20-60	2.5" Grind - 2" ARHM (Arterials)	\$6.38/SF
0-20	AC Remove & Replace	\$11.88/SF
0-20	PCC Reconstruction	\$28.13/SF
<i>25% Contingency included within All Unit Costs</i>		

The Strategy Assignments List, shown in Table 7, was developed to identify the most critical segments in each of the work programs (Arterial, Collector, Local and Alley). Segment priorities were established by determining the range of PCI's requiring first attention based on the relative value of each segment's PCI, thus maximizing the annual maintenance budget. Also, distress quantity, area extent, type and severity were critical elements in the decision process for recommending maintenance.



The strategy assignment table is used as a guide within PMP software to recommend maintenance, however, further assessment by City staff and/or outside parties can override maintenance recommendations. This can be done by reviewing and assessing distress extents and their weighted percentages.

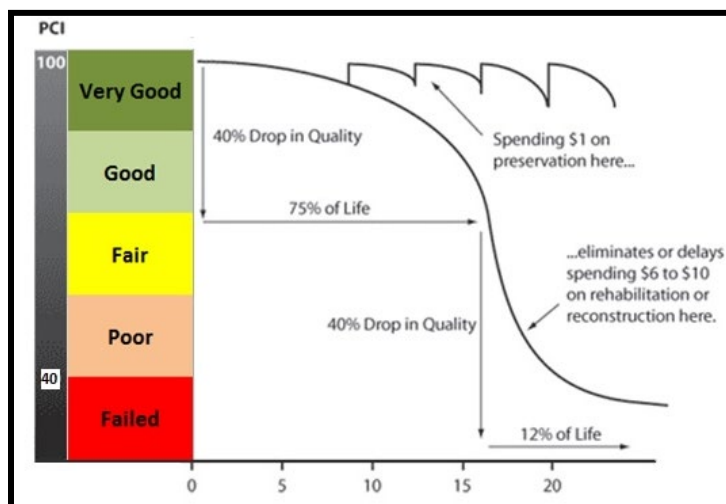
Once the strategy assignments were set within the system, budgets and work assignments were generated for each work program on an annual basis. Using pavement deterioration curves for each type of pavement surface and class of road, both current year and future years work requirements for each pavement segment within the City were determined. In forecasting the maintenance requirements in future years, the current PCI value is reduced annually for each pavement segment based on the deterioration curves within the PMP database.

Likewise, maintenance activities performed in a given year increase the PCI value as they are applied to the segment. The overall program is dynamic in that each strategy consists of a cyclic series of actions that simulates the pavement anticipated life cycle.

Strategy Assignment Notes

1. Unit costs from the City’s most recent construction bids were used as well as benchmarked values from neighboring SoCal local agency cities;
2. 25% contingency costs were applied to pavement material costs (for design, bidding, construction management, inspection, staff labor and contingency); additional soft costs that were not included were:
 - a. Right-of-way improvements
 - b. Curb & gutter improvements
 - c. ADA ramp improvement
 - d. Utility improvement
 - e. Tree removals
3. Bucknam applied a 5% inflation rate on the annual budget within forecast maintenance & rehabilitation projections (Section IV)

Figure 4 – Sample Pavement Life Cycle



C. MULTI-YEAR ANNUAL WORK PROGRAM PROJECTIONS

The goal of these projections is to assist City policy makers in reviewing/utilizing the recommendations of the PMP software. By using the City of Del Mar’s current budgets and maintenance practices the system will develop “section unique” improvements and strategies. Qualifying segments will be tied to a specific fiscal year. As shown in the following pages, we have assessed the budgets that have been projected to meet the maintenance and rehabilitations needed to maximize the City’s return on investment. The budget forecasting goal for the City network focused on:

- ❖ Establishing a proactive multi-year Maintenance & Rehabilitation Program;
- ❖ Developing a preventive maintenance program; and
- ❖ Selecting the most cost-effective repairs based on City strategies

ANNUAL \$500,000 BUDGET – A \$500k/five-yr budget was utilized for the City to demonstrate how its existing Public Works M&R/CIP budget allocation would perform against the current citywide conditions.

ANNUAL \$750,000 BUDGET – A \$750k/five-yr budget was utilized for the City to demonstrate how its existing Public Works M&R/CIP budget allocation would perform against the current citywide conditions.

ANNUAL \$1,000,000 BUDGET – A \$1,000,000/five-yr budget was utilized for the City to demonstrate how its existing Public Works M&R/CIP budget allocation would perform against the current citywide conditions.

**All multi-year budget projections include a 5% inflation rate for the term of the budget forecast.*



**ARTERIAL-COLLECTOR / LOCAL / ALLEY
BUDGET PROJECTIONS**



\$500,000, FIVE-YR BUDGET PROGRAM

With the City striving to show proactive maintenance/rehabilitation across all City pavements, several budget programs were generated to show the greatest return on investment through the applications of preventative maintenance, grind/overlay and alternative overlay rehabilitations. Our goal under the \$500k/yr model is to maintain or slightly improve the current 2023 weighted PCI of 76 after a five-year program. This model will demonstrate the necessary funding to achieve this goal.

We used the City’s current and SoCal benchmark unit costs within our modeling as a cornerstone within the recommended program. Assessing all work history, current PCI and relevant unit costs for construction a realistic and achievable annual budget was achieved. The \$500k Program incorporates pavement sections that have a functional class of Arterial (A, C), Local (E) and Alley (O).

Table 8 – Citywide Projection Utilizing \$500,000 Annual Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	76.5	\$1,425,100	\$5,598,700
2025-26	77.5	\$497,500	\$5,535,400
2026-27	78.0	\$498,300	\$5,602,200
2027-28	78.1	\$498,700	\$5,379,600
2028-29	78.1	\$499,100	\$5,492,100
		\$3,418,700	

Referring to Table 8, it is noted that the weighted PCI consistently improves to a level of 78 at the end of the five-year projection. However, the resulting deferred maintenance backlog shows that it decreases from \$5.6 million to \$5.5 million after the five year program. This indicates that an annual \$500k budget is ample enough to proactively chip away at the deferred maintenance on the network. If the City were to reduce their annual funding to a level of \$300k/yr major overlay projects would continue to be delayed thus increasing the overall deferred maintenance to a level of \$6.8 million after five years.

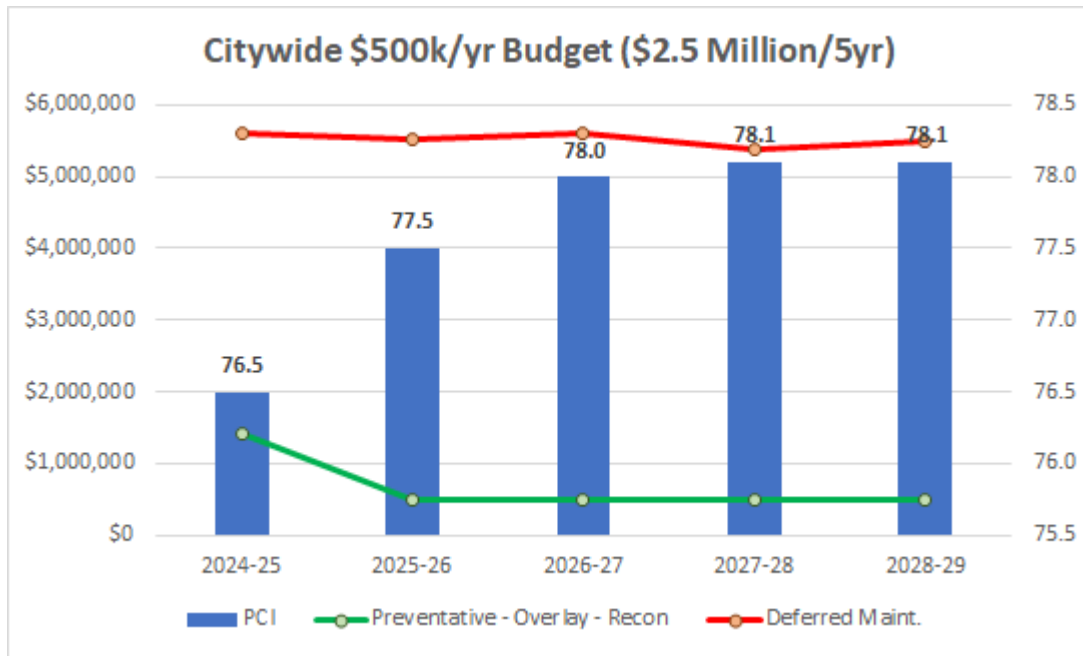
DEFERRED MAINTENANCE

Delaying repairs on streets where pavement condition indicates a need creates deferred maintenance. Deferred maintenance includes pavement maintenance / rehabilitation that is needed across the entire network, but cannot be performed due to the lack of available funding and is pushed to the next budget cycle. The actual repairs that are being deferred are often referred to as a “backlog”. As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

We recommend that a stronger focus be placed on the Local network improvements within the first three years due to the fact that the network has a slightly lower weighted PCI than the Arterials/Collector. We still recommend comprehensive maintenance to the Arterial/Collector network through localized patching, preventative maintenance and through the use of SB1/RMRA/TransNet funds.



Figure 5 – Five-Year Projection; \$500k/Yr Budget



Additionally, it is recommended that the City continue to monitor the potential application of Cape Seal and/or High Density Mineral Bond (HDMB) as an asphalt application alternatives for the specific local sections. Specific sections are now qualifying for maintenance that warrants a stronger application rather than a typical preventative measures. With a five year cycle in motion, it is essential to address local sections that have PCI's less than 70 with the proper rehabilitation since crews will not be back within that area for five to six years.



ANNUAL \$750,000, Five-Year – The first key step in developing a proactive PMP is to model the City’s existing conditions against a “projected” annual budget. In doing this, PCI performance, deferred maintenance and pavement application uses are able to be benchmarked and demonstrated in a positive or negative result. The City provided Bucknam with regional benchmark 2023 unit costs for pavement maintenance/rehabilitation applications currently being used by the City. The \$750k Program incorporates pavement sections that have a functional class of Arterial (A, C), Local (E) and Alley (O).

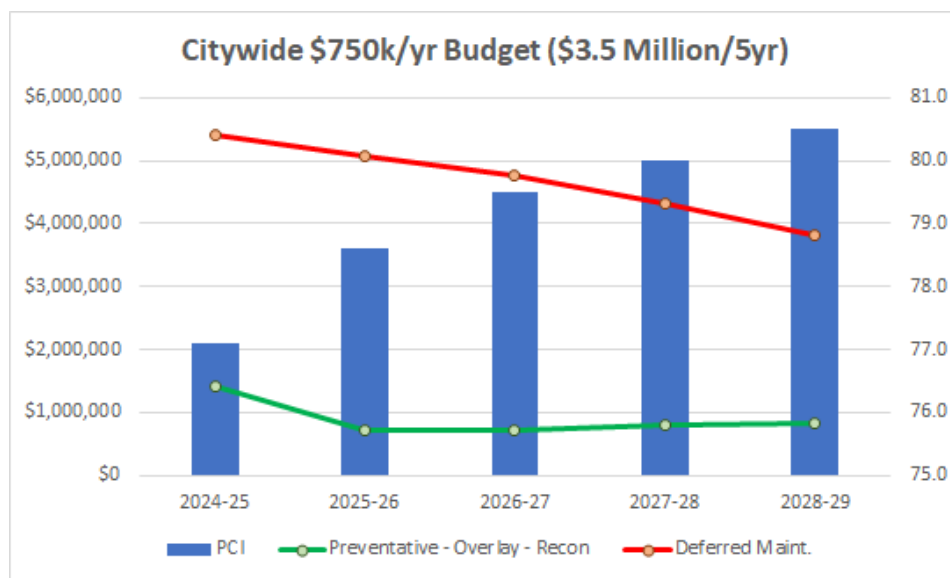
\$750,000, FIVE-YR BUDGET PROGRAM

Table 9 – Citywide Projection Utilizing \$750,000 Annual Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	77.1	\$1,425,100	\$5,401,700
2025-26	78.6	\$725,800	\$5,088,100
2026-27	79.5	\$703,500	\$4,757,300
2027-28	80.0	\$785,400	\$4,316,900
2028-29	80.5	\$819,800	\$3,830,500
		\$4,459,600	

Referring to Table 9, it is noted that the weighted PCI increases proactively through the five-year term (76.1 to 80.5). Additionally, the annual deferred maintenance total decreases from \$5.4 million to \$3.8 million at the end of the five-years. If the City utilizes an average annual budget of \$891,900/yr for preventative maintenance, overlay, and reconstruction projects as shown above, the City will be able to “increase” the current conditions and will continue to see a reduction of deferred maintenance by fiscal year 2029. The annual improvement in these major PMP factors demonstrates that an annual budget appropriation of this level will set the City on a positive operations and maintenance path for the next several years.

Figure 6 – Five Year Projection; \$750k/Yr Budget



ANNUAL \$1,000,000, Five-Year – within this budget model the annual PMP funding appropriations were increased to the level of \$1,000,000/yr. The improvement in annual funding is expected to elevate the overall weighted PCI as well as continue to show the decrease in deferred overlay rehabilitations. The \$1,000,000 Program incorporates pavement sections that have a functional class of Arterial (A, C), Local (E) and Alley (O).

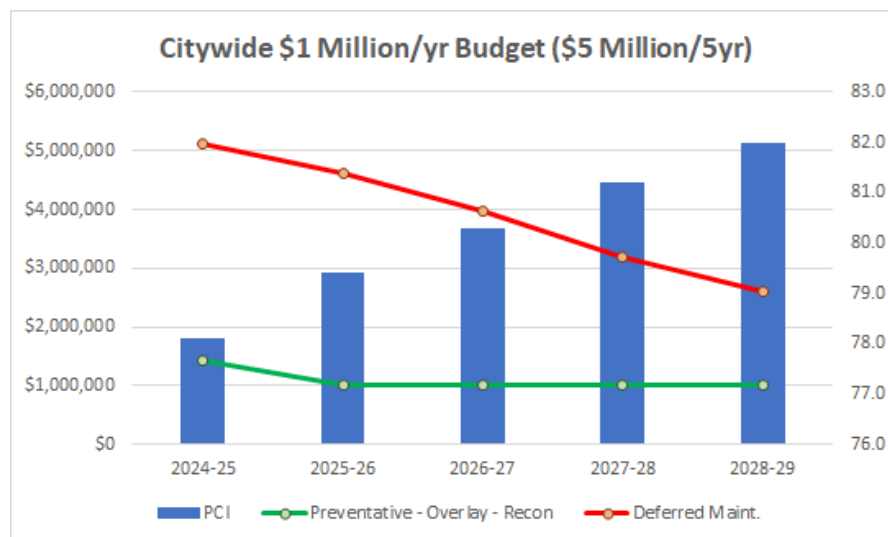
\$1,000,000, FIVE-YR BUDGET PROGRAM

Table 10 – Citywide Projection Utilizing \$1,000,000 Annual Budget

Plan Year	PCI	Preventative - Overlay - Recon	Deferred Maint.
2024-25	78.1	\$1,425,100	\$5,105,600
2025-26	79.4	\$998,400	\$4,607,000
2026-27	80.3	\$996,100	\$3,981,500
2027-28	81.2	\$998,600	\$3,183,900
2028-29	82.0	\$999,100	\$2,615,800
		\$5,417,300	

Referring to Table 10, it is noted that the weighted PCI increases proactively through the five-year term (76.1 to 82). Again, as shown above within the \$750k budget, the annual deferred maintenance total decreases from \$5.1 million to \$2.6 million at the end of the five-years. If the City utilizes an average annual budget of \$1,083,500/yr for preventative maintenance, overlay, and reconstruction projects as shown above, the City will be able to “increase” the current conditions and will continue to see a dramatic reduction in deferred maintenance by fiscal year 2029. The potential ability to dramatically increase the annual funding will ease the potential burden of funding the PMP at these levels for FY 2028-29 and beyond. Having only \$2.6 million in deferred backlog by that time will place the City in a “preventative state” of operations and maintenance.

Figure 7 – Five Year Projection; \$1 Million / Yr Budget



PAVEMENT MANAGEMENT PROGRAM REPORTS

In addition to the annual budget scenario, this report contains a comprehensive and complementary assemblage of pavement management reports ranging from summary reports to annual maintenance and rehabilitation schedules (Forecast Maintenance & Rehabilitation (FMR) Report, Section IV). Collectively as well as individually, the reports represent reasonable projections of pavement maintenance needs and performance based on visual condition assessments, unit cost estimates, and pavement deterioration models.

It is important to note that pavement segment dimensions and surface area recorded during 2013 and 2023 inspections, along with the action and repair costs, as presented within the reports are accurate within tolerable limits. This is noteworthy due to the "implied" accuracy of reporting length and width to the nearest foot, surface area to the nearest square foot, and action and repair unit costs and project estimates to the nearest penny and dollar, respectively.

NEXT STEPS

As with any infrastructure management software program, time investments need to be made by key Public Works staff to maintain the integrity of the data as well as the accuracy. Bucknam can perform training sessions in the use of the MicroPAVER/MyRoads® tools and demonstrate how to generate standard common-sense reports to assist City staff in developing yearly budgets, project level analysis, and CIP projections. This will be key to future management of the pavement program and reporting. City personnel need to maintain their commitment to the preventive maintenance system, while working toward reducing the City's present backlog of rehabilitation projects.

In order to ensure that report outputs are accurate and credible, it is essential that the integrity of all data files be maintained. This will require performing all necessary updates when changes are made to scheduling scenarios, unit cost information, historical data, etc. In addition, the entire pavement network will have to be re-inventoried at regular intervals. This typically includes surveying arterial and collectors every two years and locals every three.

Maintaining this inspection schedule will not only allow work to be scheduled based on the most current condition data available, but will provide City personnel with a means to monitor actual rates of pavement deterioration so appropriate modifications can be made to the system curves. Additionally, this proactive management method will help meet San Diego County TransNet and state SB-1 PMP guidelines and internal in-house PMP requirements.

Bucknam will be supporting the City with staff level support to assist in the continuous updates with the MicroPAVER/MyRoads® system. This will include work history updates, generating reports from the system, unit cost updates, and future inspections.



SECTION III
CITYWIDE
PAVEMENT CONDITION INDEX REPORT

- A. Definitions
- B. Condition Distribution Report
- C. Calculation of PCI
- D. Del Mar MyRoads®
- E. Sample Distress Photos
- F. 2023 Del Mar PCI Map
- G. Name Order (A to Z)
- H. PCI Order (0-100)



A. PAVEMENT CONDITION INDEX REPORT DEFINITIONS

Listed alphabetically by street name or PCI, these reports provide the City with a listing of pertinent inventory and pavement condition data for each inventory unit within the City's pavement network. The Pavement Condition Index (PCI) Report notes the names, limits, classification, dimension, surface type, and lane configuration of each inventory unit.

Detailed descriptions of the information appearing on this report are presented below:

BRANCH NAME - The name of each inventory unit appears in this column. Generally, the inventory unit name is taken directly from a street sign; however, where no street signs are posted, the name appearing on the network map is noted instead.

A sample set of street name suffix abbreviation definitions is presented below:

AVE - Avenue	CT - Court	CIR - Circle
DR - Drive	LN - Lane	RD - Road
ST - Street	WY - Way	EB - East Bound
NB - North Bound	SB - South Bound	WB - West Bound
TER - Terrace	PL - Place	

FROM - A description of the beginning limit of each inventory unit appears in this column. If the beginning limit exists between intersections, then the beginning limit description may be an address, post mile marker, or a distance from a known point of reference (e.g., "500' N/MAIN ST").

TO - A description of the ending limit of each inventory unit appears in this column. Like BEGIN limit, the END limit description may consist of a street name, an address, or a distance from a known point of reference. In the case of cul-de-sacs, or dead-ends, the END limit consists of an address, or a directional reference, such as "NORTH END," when no address is available.

STREET CLASSIFICATION - The codes for four street classifications are represented below. Basically, units are classified according to the San Diego County MPAH and City classifications.

<u>CODE</u>	<u>DESCRIPTION</u>
A	Primary Arterial
C	Collector / Secondary
E	Local

SURFACE TYPE - A code was assigned to each inventory unit to describe surface type.

<u>CODE</u>	<u>DESCRIPTION</u>
AC	Asphalt Concrete
AAC	Asphalt Overlay over original AC construction
PCC	Portland Cement Concrete



LENGTH - The length of the section within each branch.

UNITS - The unit of measurement for the section length, typically linear feet (LF).

AREA - The area of each section within a branch.

UNITS - The unit of measurement for the section area, typically square feet (SF).

PCI - Pavement Condition Indices were calculated for inventory units based on severity and extent of distress manifestations observed within the inventory unit. Ranging between 0 and 100, a PCI of "100" corresponds to a pavement at the beginning of its life cycle, while a PCI of "0" corresponds to a badly deteriorated pavement which is at or near the end of its life cycle.

PCI CLIMATE, LOAD AND OTHER – reflects “Section Extrapolated Distress”; these values are shown within the Sample Distresses tab within the PCI window. Distresses are aggregated based on the type and severity level. For random samples, distress quantities are adjusted to reflect the extrapolated value based on the sections total area. Extrapolated distress deducts are classified as resulting from Climate, Load and Other distresses. The Distress Classification portion of the tab shows the “percent” of extrapolated distress deduct belonging to Climate, Load and Other (these %’s are shown within the PCI reports herein). These values are beneficial in that they support the decision whether to recommend preventative maintenance, overlay or reconstruction project for street sections.

Asphalt Distresses	Cause Classification	PCC Distresses	Cause Classification
Alligator cracking	Load	Blow up	Climate
Bleeding	Other	Corner break	Load
Block cracking	Climate	Divided Slab	Load
Bumps/Sags	Other	Durability cracking	Climate
Corrugation	Other	Faulting	Other
Depression	Other	Joint Seal cracking	Climate
Edge cracking	Load	Lane Shoulder Drop-off	Climate
Joint Reflection cracking	Climate	Linear cracking	Load
Lane Shoulder Drop-off	Climate	Small Patching	Other
L&T cracking	Climate	Large Patching	Other
Patch/Utility cut	Other	Polished Agg	Load
Polished Agg	Other	Popouts	Other
Pothole	Climate	Pumping	Other
RR Crossing	Other	Punchout	Load
Rutting	Load	RR Crossing	Other
Shoving	Other	Scaling/crazing	Other
Slippage cracking	Other	Shrinkage cracking	Other
Swell	Other	Corner Spall	Other
Raveling	Other	Joint Spall	Other
Weathering	Climate		

INSPECTION DATE – Represents the most recent inspection date performed on a given sections. PCI shown is historical in value and may not indicate what “today’s” PCI is due to variance in time. Pavement deterioration calculations can be performed on a section(s) to demonstrate a deteriorated PCI based upon a new current date.



B. CONDITION DISTRIBUTION REPORT

This report depicts the distribution of the pavement condition throughout the street network by area.

The condition scheme ranges from “Very Good” to “Very Poor”; with a “Very Good” condition corresponding to a pavement at the beginning of its life cycle, and a “Very Poor” condition representing a badly deteriorated pavement with virtually no remaining life.

The table below shows the general description for each pavement condition:

Condition Description – PCI Range - Description

Condition Description	PCI Range	Description
Very Good	86-100	Minor to low distress, no significant distress; Low severity distresses with expectation of utility patches in good condition or slight hairline cracks; minor weathering found
Good	75-85	Slight to moderately weathered, low to moderate distress severities, utility patching commonly found; moderate distress extents
Fair	60-74	Severely weathered or moderate levels of distress, generally limited to utility patching and climate related distress
Poor	41-59	Moderate to high distresses including load related types such as alligator cracking, greater distress extents
Very Poor	0-40	Severely distresses, large quantities of distortion or alligator cracking; Failure of the pavement, distress has surpassed tolerable rehabilitation limits

2023 City of Del Mar weighted average PCI is 76.1 (Good).



Figure 8 – Arterial/Collector Condition Distribution

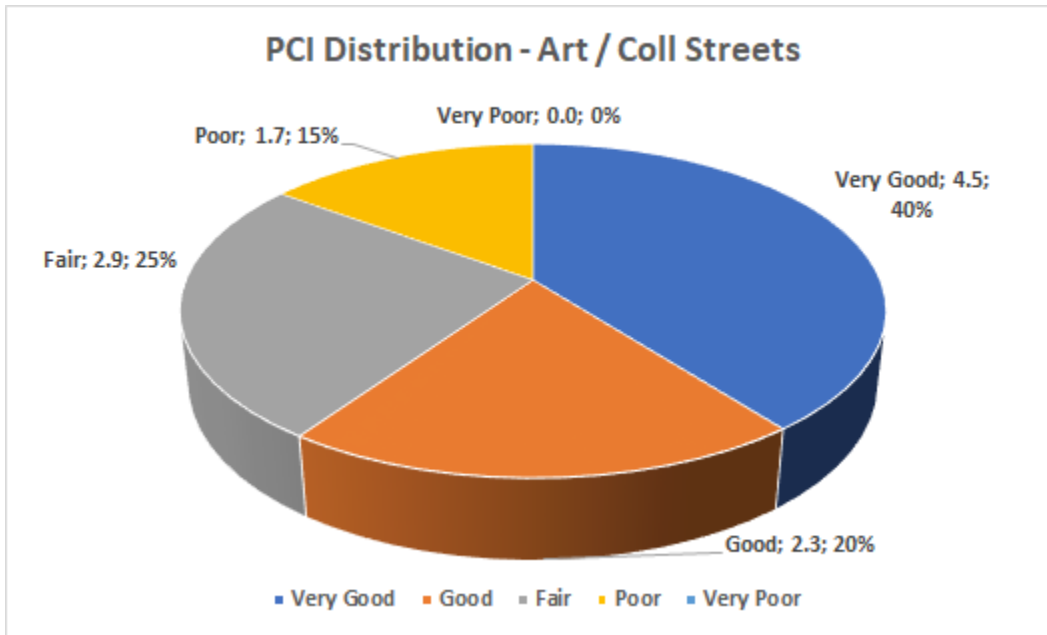


Figure 9 – Local Condition Distribution

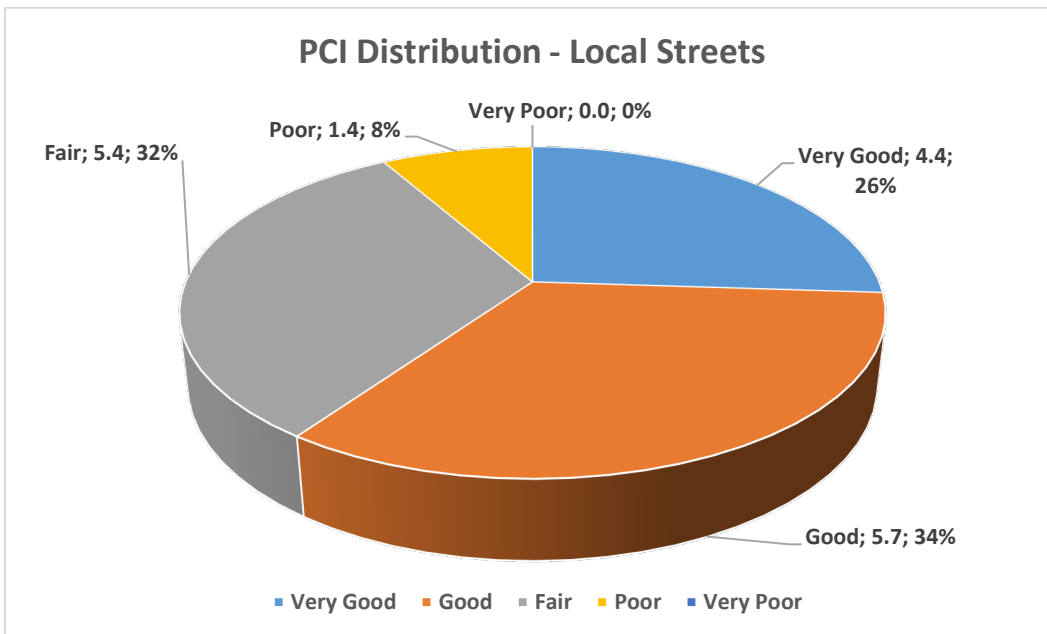
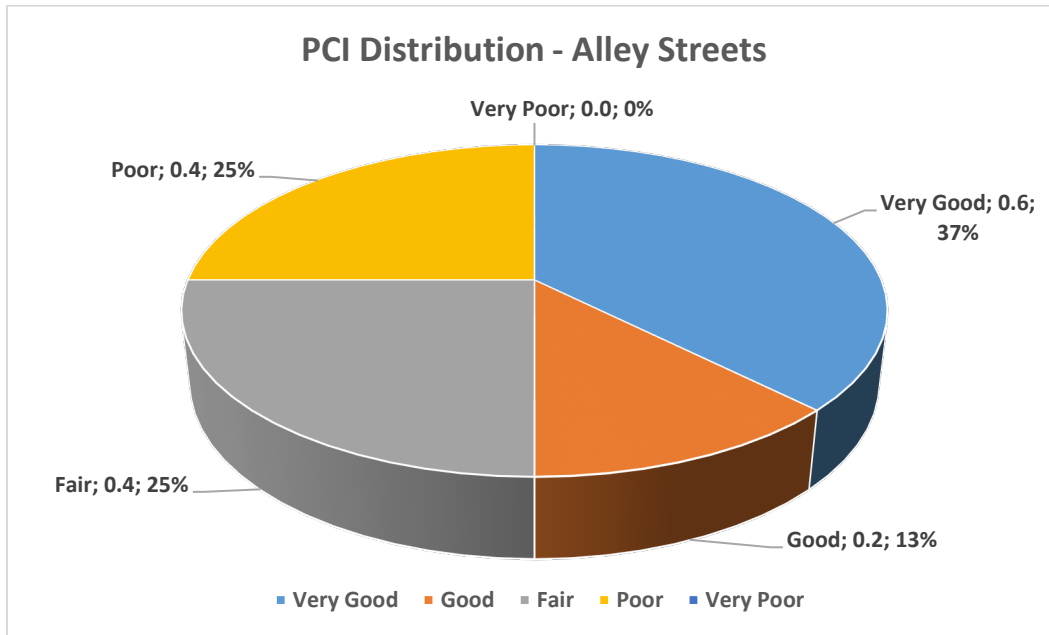


Figure 10 – Alley Condition Distribution



C. CALCULATION OF PCI

In order to calculate a Pavement Condition Index (PCI) value within MicroPAVER, specific street section data needs to be inputted into MicroPAVER to define the survey limits, asphalt types, pavement age and metrics. Pavement “sections” are pavement segments within the defined branch that have consistent pavement street classifications, construction/maintenance histories and use. Representative inspection samples are then selected and visually surveyed to locate distress data. This data is used to calculate the pavement sections Pavement Condition Index (PCI) which includes distress type, extent of the distress and its severity.

The PCI is a condition rating that ranges from 100 (pavement section that is in perfect condition) to 0 for a section that has structurally failed and deteriorated dramatically. The PCI is calculated from three major data entries from our inspectors:

1. Distress Type (one of 20 AC or 19 PCC types); these include alligator cracking, bleeding, block cracking, corrugations, depressions, long/trans cracking, patch/utility cut, potholes, rutting, weathering, raveling, etc.
2. Distress Quantity (the square footage, length or count of a specific distress)
3. Distress Severity (the level of severity determined for each distress found; low, medium or high)

Figure 11 – PCI Calculation Worksheet

The screenshot shows the MicroPAVER 6.1.2 software interface. The 'List Selector' window is open, showing the following details:

- Network: Arcadia
- City of Arcadia, CA
- Branch: ALBERT WY
- Section: 1000
- From: PALM AVE
- To: WOODRUFF AVE

The main window displays 'Summary data at time of inspection' for 'PCI: Arcadia-ALBERT WY-1000':

- Branch Use: ROADWAY
- Section Surface Type: AC
- Section True Area: 22,605.00 SqFt
- Section Length: 685 Ft
- Section Width: 33 Ft
- Inspection Date: 4/1/2005
- Sample Unit: 1
- Sample Unit Area: 22605.00 SqFt
- Distress Type: 01 ALLIGATOR CR (circled in red)
- Distress Severity: Low (circled in red)
- Distress Quantity: 2825.98 SqFt (circled in red)

A table at the bottom of the window lists the distress data:

Distress	Description	Severity	Quantity	Units
1	ALLIGATOR	L	2,825.98	SqFt
1	ALLIGATOR	M	115	SqFt
1	ALLIGATOR	H	25	SqFt
3	BLOCK	L	12,432.9	SqFt
3	BLOCK	M	1,016.99	SqFt



D. DEL MAR MYROADS® WEB-PORTAL

Bucknam’s MyRoads® is a great match for the Del Mar’s PMP today and the future. **MyRoads® brings your PMP data to life within a dynamic dashboard!** Bucknam now provides all our PMP clients with a unique and agency driven “MyRoads®” web-portal that provides instantaneous access to your pavement management database. This “dashboard” allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance / rehabilitation costs based upon your unique needs.

Bucknam has shown below the current Del Mar MyRoads® account actively working! This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Del Mar PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined PCI range, functional class, zone;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter preventative maintenance, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
 - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.)
- Displays all final GIS project maps (PCI, work history, 5-yr forecasted maintenance, etc.)
- Bucknam will train Del Mar’s staff on the simply use of the MyRoads® dashboard.

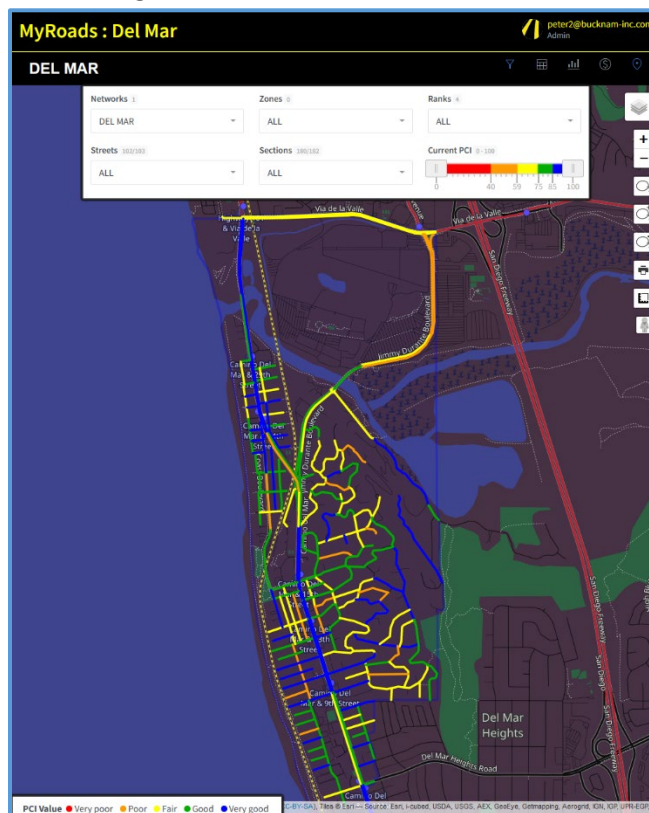


Figure 12 – Del Mar MyRoads® PMP Web-Portal



E. SAMPLE DISTRESS PHOTOS – RECOMMENDED TREATMENT (FIGURE 13)

Bucknam Infrastructure Group



1. Alligator Cracking



Cracks that form a chicken wire or alligator scale like pattern.

Low Severity: Thin parallel longitudinal cracks that may come together at certain points, but full alligator pattern is not present yet.

Medium Severity: Further development of cracks into alligator pattern. Cracks are starting to spall.

High Severity: Alligator pattern is heavily developed, and cracks are spalled to the point where individual pieces may become separated.

Typical Recommendation: Low severity, R&R – Patching, crack sealing; high severity R&R-overlay

2. Bleeding



Bleeding occurs when incorrectly mixed asphalt is applied and in hot weather the asphalt or tar rises to the surface.

Severity is determined by the amount of asphalt/tar present.

Typical Recommendation: Low severity, apply coarse sand; high severity, grind or heat planer excess, resurfacing may be necessary



3. Block Cracking



Longitudinal and transverse cracks that intersect to form smaller than 10x10 ft blocks. Creates uniform blocks with straight edges.

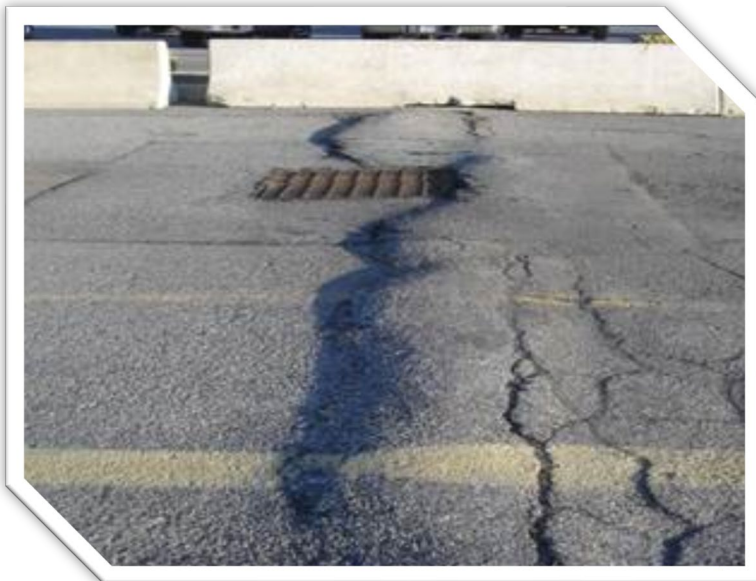
Low Severity: Cracking is less than 3/8 inches.

Medium Severity: Cracking between 3/8 and 3 inches.

High Severity: Cracking is over 3 inches.

Typical Recommendation: Low severity, crack sealing; high severity, R&R-overlay

4. Bumps and Sags



Small, localized, and linear upward or downward displacements of pavement, which can be caused by a variety of factors.

Severity is determined by the extent to which ride quality is diminished.

Typical Recommendation: R&R - Patching



5. Corrugation



Closely spaced Bumps and or Sags that form a washboard effect in the pavement.

Severity is determined by the extent to which ride quality is diminished.

Typical Recommendation: Low severity, R&R – Patching; high severity, R&R-overlay

6. Depression



Localized area of pavement with a lower elevation than the surrounding pavement.

Low Severity: depth of ½ to 1 inch.

Medium Severity: depth of 1 to 2 Inches.

High Severity: depth greater than 2 inches.

Typical Recommendation: R&R - Patching



7. Edge Cracking



Cracks that are parallel to the edge of the pavement that may cause a break up of pavement.

Low Severity: Low or Medium cracking with no breakup.

Medium Severity: Medium cracking with some breakup.

High Severity: Considerable breakup of pavement.

Typical Recommendation: R&R - Patching

8. Joint Reflective Cracking



Cracking that is reflected through AC pavement when it is overlaid on top of PCC pavement.

Low Severity: Cracking is less than 3/8 inches.

Medium Severity: Cracking between 3/8 and 3 inches.

High Severity: Cracking is over 3 inches.

Typical Recommendation: R&R - Overlay



9. Lane / Shoulder Drop-off



Elevation change between pavement and shoulder.

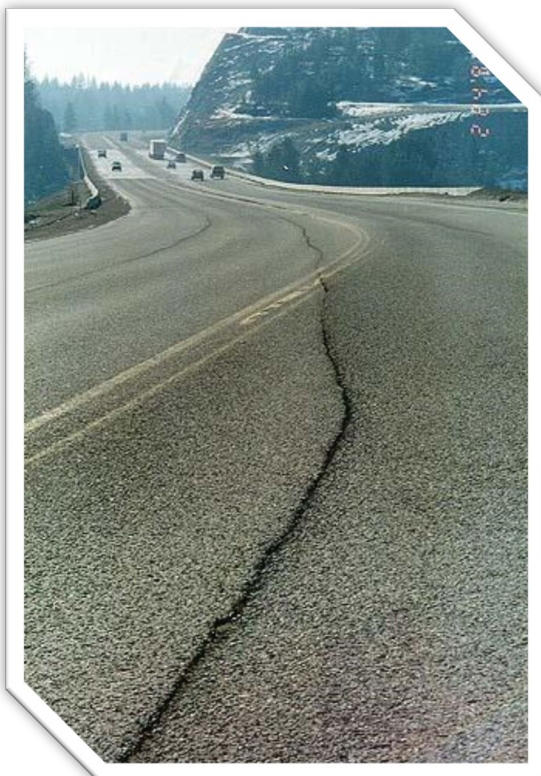
Low Severity: Difference in elevation is between 1 and 2 inches.

Medium Severity: Difference in elevation is between 2 and 4 inches.

High Severity: Difference in elevation is over 4 inches.

Typical Recommendation: R&R – Patching or edge grinding

10. Linear & Transverse Cracking



Cracks that are generally either parallel or perpendicular to traffic.

Low Severity: Cracking is less than 3/8 inches.

Medium Severity: Cracking is between 3/8 and 3 inches.

High Severity: Cracking is over 3 inches.

Typical Recommendation: Low severity, crack sealing; high severity, R&R - Overlay



11. Patching



Area of pavement that has been replaced.

Severity is determined by the quality of the patch and the extent to which ride quality is diminished.

Typical Recommendation: R&R – structural / non-structural overlay

12. Polished Aggregate

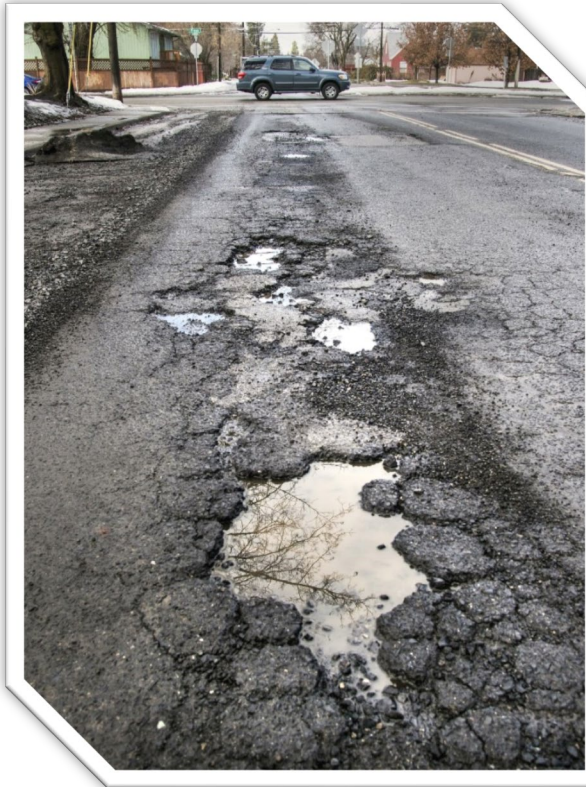


Distress where traffic smooths the pavement surface so friction is diminished and cars can slide.

There are no Severity Levels for this distress.



13. Pothole



Severity Measured using the following Matrix.

Maximum Depth Of Pothole (in.) (mm)	Average Diameter (in.) (mm)		
	4 to 8 in. (100 to 200 mm)	8 to 18 in. (200 to 460 mm)	18 to 30 in. (460 to 760 mm)
1/2 to ≤ 1 in. (13 to 25 mm)	L	L	M
> 1 to ≤ 2 in. (25 to 50 mm)	L	M	H
> 2 in. (50 mm)	M	M	H

Typical Recommendation: low severity Pothole fill or R&R – Patching, high severity should be R&R-Overlay



14. RR Crossing



Pavement distresses caused by railroad crossings.

Severity is determined by the extent to which ride quality is diminished.

Typical Recommendation: R&R - Patching

15. Rutting



Linear depressions along wheel paths caused by traffic.

Low Severity: Depth is $\frac{1}{4}$ to $\frac{1}{2}$ inches.

Medium Severity: Depth is $\frac{1}{2}$ to 1 inch.

High Severity: is greater than 1 inch.

Typical Recommendation:
Pavement with deeper ruts should be leveled and overlaid



16. Shoving



Displacement of pavement creating a “wave” over a more solid surface.

Severity is determined by the extent to which ride quality is diminished.

Typical Recommendation: R&R - Patching

17. Slippage Cracking



Half-moon shaped cracks where wheels cause pavement to slide.

Low Severity: Average crack width is less than 3/8 inch.

Medium Severity: Crack width is between 3/8 and 3/2 inches.

High Severity: Crack width is greater than 3/2 inches.

Typical Recommendation: R&R - Patching



18. Swell



Upward Bulges creating “wave-like” patterns.

Severity is determined by the extent to which ride quality is diminished.

Typical Recommendation: Low severity, R&R – Patching; high severity, R&R-overlay

19. Weathering



The wearing away of the asphalt binder.

Low Severity: Aggregate is starting to be exposed.

Medium Severity: Aggregate is exposed up to ¼ of its width.

High Severity: Aggregate is exposed to greater than ¼ of its width.

Typical Recommendation: naturally occurring, preventative maintenance

20. Raveling



The further weathering of asphalt so that coarse aggregate is separating out of pavement.

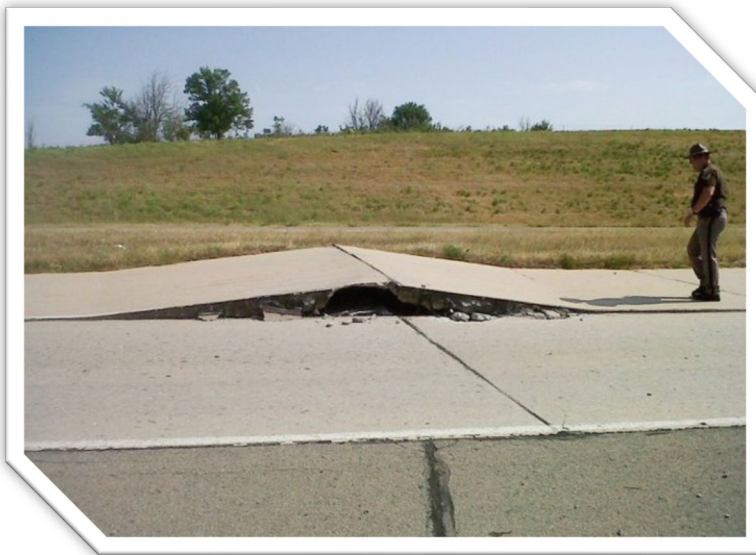
Medium Severity: Considerable loss of aggregate.

High Severity: Almost complete removal of coarse aggregate.

Typical Recommendation: Low severity, R&R – Patching; high severity, R&R-overlay

PORTLAND CEMENT CONCRETE (PCC)

1. Blowup



Buckling at cracks or joints where there is not enough room for slab expansion.

Severity is determined by the extent to which ride quality is diminished.

2. Corner Break



Crack close to corner of slab that creates a corner piece.

Low Severity: Crack is less than ½ inches wide.

Medium Severity: Crack is between ½ and 2 inches wide.

High Severity: Crack is wider than 2 inches.

3. Divided Slab



Slab that is broken up into four or more pieces by cracks.

Severity is determined by the following matrix.

Severity Of Majority Of Cracks	Number Of Pieces In Cracked Slab		
	4 to 5	6 to 8	More than 8
L	L	L	M
M	L	M	H
H	M	H	H

4. Durability Cracking





Pattern of cracks parallel to joints caused by freeze-thaw expansion of large aggregate.

Low Severity: Durability cracking covers less than 15 percent of slab.

Medium Severity: Durability cracking covers more than 15 percent of the slab.

High Severity: Durability cracking covers more than 15 percent of slab and most pieces have come out.

5. Faulting



Elevation Difference between slabs.

Low Severity: Elevation difference is between 1/8 and 3/8 inch.

Medium Severity: Elevation is between 3/8 and 3/4 inch.

High Severity: Elevation is greater than 3/4 inch.

6. Joint Seal Damage





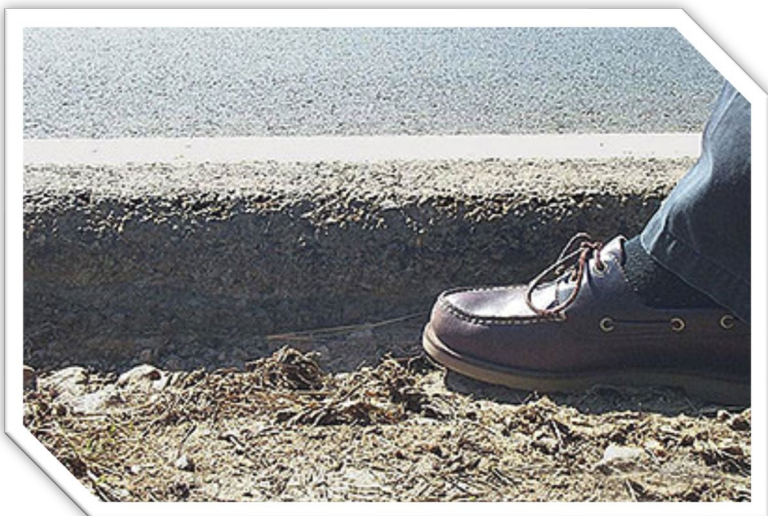
Damage to sealant between joints that allows soil, rock, or water infiltration.

Low Severity: Joint sealant has only minor damage.

Medium Severity: Joint sealant is in fair condition. Water can infiltrate and vegetation may be present.

High Severity: Joint sealant is in poor condition. It may be missing and rocks may be present.

7. Lane / Shoulder Drop-Off



The Elevation difference between pavement and shoulder.

Low Severity: Elevation difference is between 1 and 2 inches.

Medium Severity: Elevation difference is between 2 and 4 inches.

High Severity: Elevation difference is greater than 4 inches.

8. Linear Cracking





Cracks that divide slab into two or three pieces.

Low Severity: Crack is less than 1/2 inch wide.

Medium Severity: Crack is between 1/2 and 2 inches wide.

High Severity: Crack is wider than 2 inches.

9. Large Patch



Patch that is larger than 5.5 sq ft.

Low Severity: Patch has little or no deterioration.

Medium Severity: Patch is moderately deteriorated.

High Severity: Patch is badly deteriorated.



10. Small Patch



Patch that is smaller than 5.5 sq ft.

Low Severity: Patch has little or no deterioration.

Medium Severity: Patch is moderately deteriorated.

High Severity: Patch is badly deteriorated.

11. Polished Aggregate



Distress where traffic smooths the pavement surface so friction is diminished and cars can slide.

There are no Severity Levels for this distress.



12. Popouts



Small piece of pavement that breaks loose from surface.

There are no Severity Levels for this distress, however popouts must cover 3 per sq. meter of the slab.

13. Pumping



Ejection of material from slab foundation through joints or cracks along with water.

There are no Severity Levels for this distress.

14. Punchout



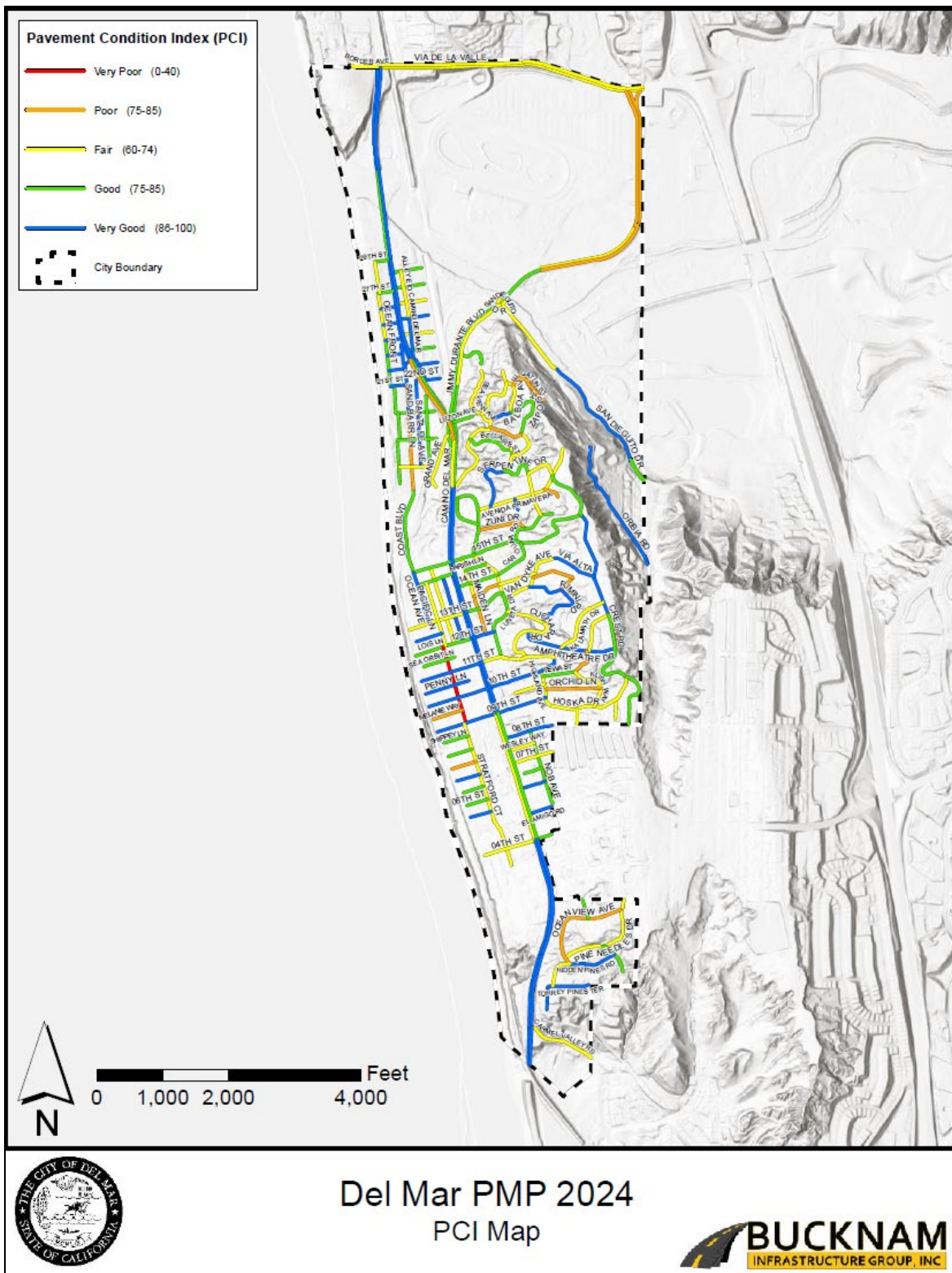


Localized area of a slab that is broken into many pieces. Severity is determined by the following matrix.

Severity of Majority of Cracks	Number of Pieces		
	2 to 3	4 to 5	> 5
L	L	L	M
M	L	M	H
H	M	H	H



Figure 14 – 2023 Del Mar Pavement Condition Index (PCI) Map



City of Del Mar, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, Name Order (A-Z)

BranchID	Sec ID	Name	From	To	Type	Rank	Lanes	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
Arterials / Collectors														
38	183S	CAMINO DEL MAR	COURT ST	JIMMY DURANTE BLVD	AC	A	0	1,415	26	36,790	54	67	12	21
38	59S	CAMINO DEL MAR	29TH ST	COURT ST	AC	A	0	1,552	31	48,112	93	91	0	9
38	60S	CAMINO DEL MAR	VIA DE LA VALLE	NORTH END OF CDM BRIDGE	AC	A	0	1,586	40	63,440	91	100	0	0
38	62S	CAMINO DEL MAR	JIMMY DURANTE BLVD	SEA VIEW AVE	AC	A	0	689	30	20,670	74	46	54	0
38	63S	CAMINO DEL MAR	SEA VIEW AVE	13TH ST	AC	A	0	1,932	26	50,232	91	53	47	0
38	64S	CAMINO DEL MAR	13TH ST	9TH ST	AC	A	0	1,609	26	41,834	97	100	0	0
38	65S	CAMINO DEL MAR	9TH ST	4TH ST	AC	A	0	2,008	30	60,240	70	52	30	18
38	66S	CAMINO DEL MAR	4TH ST	1090' N OF CARMEL VALLEY RD	AC	A	0	1,814	32	58,048	94	100	0	0
38	67S	CAMINO DEL MAR	NORTH END OF CDM BRIDGE	29TH ST	AC	A	0	1,363	22	29,986	81	59	18	23
38	68S	CAMINO DEL MAR	1090' N OF CARMEL VALLEY RD	CARMEL VALLEY RD	AC	A	0	1,088	28	30,464	95	100	0	0
38	69N	CAMINO DEL MAR	SEA VIEW AVE	JIMMY DURANTE BLVD	AC	A	0	686	26	17,836	76	60	31	9
38	70N	CAMINO DEL MAR	NORTH END OF CDM BRIDGE	VIA DE LA VALLE	AC	A	0	1,564	40	62,560	93	93	0	7
38	71N	CAMINO DEL MAR	29TH ST	NORTH END OF CDM BRIDGE	AC	A	0	1,363	22	29,986	89	93	0	7
38	72N	CAMINO DEL MAR	COURT ST	29TH ST	AC	A	0	1,544	32	49,408	91	59	26	15
38	73N	CAMINO DEL MAR	JIMMY DURANTE BLVD	COURT ST	AC	A	0	1,425	26	37,050	77	100	0	0
38	74N	CAMINO DEL MAR	13TH ST	SEA VIEW AVE	AC	A	0	1,918	27	51,786	93	72	28	0
38	75N	CAMINO DEL MAR	9TH ST	13TH ST	AC	A	0	1,611	26	41,886	98	100	0	0
38	76N	CAMINO DEL MAR	4TH ST	9TH ST	AC	A	0	2,007	35	70,245	78	90	5	5
38	77N	CAMINO DEL MAR	1090' N OF CARMEL VALLEY RD	4TH ST	AC	A	0	1,823	32	58,336	90	77	0	23
38	78N	CAMINO DEL MAR	CARMEL VALLEY RD	1090' N OF CARMEL VALLEY RD	AC	A	0	1,087	32	34,784	89	100	0	0
39	61S	CAMINO DEL MAR ON RAMP	JIMMY DURANTE BLVD	CAMINO DEL MAR	AC	A	1	498	16	7,968	79	46	52	2
40	79	CARMEL VALLEY RD	TORREY PINES RD N	CITY BOUNDARY	AC	A	0	1,052	42	44,184	65	75	15	10
42	81	COAST BLVD	20TH ST	365' S OF 18TH ST	AC	C	0	1,187	52	59,350	59	33	63	4
42	82	COAST BLVD	365' S OF 18TH ST	15TH ST	AC	C	0	1,276	40	51,040	79	19	81	0
42	83	COAST BLVD	20TH ST	CDS	AC	C	0	1,049	52	54,548	93	100	0	0
48	92	DEL MAR HEIGHTS RD	CAMINO DEL MAR	CITY BOUNDARY	AC	A	0	253	78	19,734	80	66	5	29
56	101S	JIMMY DURANTE BLVD	SAN DIEGUITO DR	RR MAINTENANCE BLDG	AC	A	0	1,478	20	29,560	81	45	54	1
56	102N	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	VIA DE LA VALLE	AC	A	0	2,377	40	95,080	50	18	68	14
56	103S	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	FAIR GROUNDS SOUTH ENTRANCE	AC	A	0	1,634	40	65,360	62	29	69	2
56	104N	JIMMY DURANTE BLVD	CAMINO DEL MAR	RR MAINTENANCE BLDG	AC	A	0	871	16	13,936	77	36	43	21
56	105S	JIMMY DURANTE BLVD	RR MAINTENANCE BLDG	CAMINO DEL MAR	AC	A	0	789	16	12,624	84	28	61	11
56	106	JIMMY DURANTE BLVD	FAIR GROUNDS SOUTH ENTRANCE	SAN DIEGUITO DR	AC	A	0	748	48	35,904	75	17	73	10
56	107S	JIMMY DURANTE BLVD	VIA DE LA VALLE	FAIR GROUNDS MAIN ENTRANCE	AC	A	0	2,091	42	87,822	50	20	64	16
56	108N	JIMMY DURANTE BLVD	FAIR GROUNDS SOUTH ENTRANCE	FAIR GROUNDS MAIN ENTRANCE	AC	A	0	1,699	40	67,960	49	20	73	7
56	109N	JIMMY DURANTE BLVD	RR MAINTENANCE BLDG	SAN DIEGUITO DR	AC	A	0	1,452	16	23,232	73	26	74	0
67	127S	NORTH TORREY PINES RD	CARMEL VALLEY RD	CITY BOUNDARY	AC	C	0	550	29	15,950	96	100	0	0
67	128N	NORTH TORREY PINES RD	CITY BOUNDARY	CARMEL VALLEY RD	AC	C	0	577	28	16,156	94	100	0	0
73	138	PACIFIC LN	12TH ST	ALLEY S/O 15TH ST	AC	C	0	1,017	19	19,323	66	59	27	14
81	146	RIMINI RD	CUCHARA DR	UMATULLA DR	AC	C	0	893	22	19,646	92	22	0	78
81	147	RIMINI RD	UMATILLA DR	VAN DYKE AVE	AC	C	0	526	22	11,572	85	47	28	25
98	171E	VIA DE LA VALLE	DEL MAR DOWNS DR	CITY BOUNDARY	AC	A	0	1,879	30	56,370	60	12	86	2
98	172E	VIA DE LA VALLE	CAMINO DEL MAR	DEL MAR DOWNS DR	AC	A	0	2,189	30	65,670	74	33	56	11
98	173W	VIA DE LA VALLE	DEL MAR DOWNS DR	CAMINO DEL MAR	AC	A	0	2,189	30	65,670	74	18	43	39
98	174W	VIA DE LA VALLE	CITY BOUNDARY	DEL MAR DOWNS DR	AC	A	0	1,877	30	56,310	71	20	79	1

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BranchID	Sec ID	Name	From	To	Type	Rank	Lanes	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
Locals														
1	1	4TH ST	CAMINO DEL MAR	CDS	AC	E	2	821	32	26,272	74	57	40	3
2	2	6TH ST	STRATFORD CT	CDS	AC	E	2	829	28	23,212	83	31	23	46
3	3	7TH ST	CDS	CITY BOUNDARY	AC	E	2	569	36	20,484	66	8	89	3
3	4	7TH ST	STRATFORD CT	CDS	AC	E	2	379	36	13,644	92	39	61	0
79	144	8TH ST	HOSKA DR	CITY BOUNDARY	AC	E	2	240	32	7,680	68	69	17	14
4	5	8TH ST	CAMINO DEL MAR	CITY BOUNDARY	AC	E	2	735	28	20,580	86	74	0	26
4	6	8TH ST	STRATFORD CT	CDS	AC	E	2	386	28	10,808	82	18	11	71
5	7	9TH ST	CAMINO DEL MAR	CDS	AC	E	2	948	32	30,336	94	83	0	17
5	8	9TH ST	CAMINO DEL MAR	HIGHLAND AVE	AC	E	2	782	38	29,716	92	100	0	0
6	10	10TH ST	CAMINO DEL MAR	CDS	AC	E	2	947	32	30,304	86	24	0	76
6	9	10TH ST	CAMINO DEL MAR	11TH ST	AC	E	2	1,125	30	33,750	86	52	0	48
7	11	11TH ST	CAMINO DEL MAR	10TH ST	AC	E	2	1,177	30	35,310	72	24	63	13
7	12	11TH ST	CAMINO DEL MAR	CDS	AC	E	2	951	35	33,285	91	56	0	44
8	13	12TH ST	CAMINO DEL MAR	CDS	AC	E	0	922	35	32,270	80	18	82	0
8	14	12TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	0	336	32	10,752	87	55	31	14
9	15	13TH ST	CAMINO DEL MAR	CDS	AC	E	2	880	26	22,880	63	22	78	0
9	16	13TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	659	28	18,452	83	35	22	43
10	17	14TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	624	35	21,840	76	29	59	12
11	18	15TH ST	CREST RD	CAROLINA RD	AC	E	2	1,272	22	33,072	76	37	25	38
11	19	15TH ST	LUNETA DR	CAROLINA RD	AC	E	2	714	28	19,992	81	43	38	19
11	20	15TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	353	33	11,649	80	49	47	4
11	21	15TH ST	COAST BLVD	CAMINO DEL MAR	AC	E	2	601	35	21,035	84	16	63	21
12	22	18TH ST	OCEAN FRONT	SANTA FE AVE	AC	E	2	453	22	9,966	72	37	50	13
13	23	19TH ST	OCEAN FRONT	CDS	AC	E	2	600	28	16,800	76	27	71	2
14	24	20TH ST	OCEAN FRONT	CDS	AC	E	2	588	26	15,288	78	39	56	5
15	25	21ST ST	COURT ST	CDS	AC	E	2	211	32	6,752	85	46	0	54
15	26	21ST ST	OCEAN FRONT	COAST BLVD	AC	E	2	251	28	7,028	91	100	0	0
16	27	22ND ST	COURT ST	CDS	AAC	E	2	298	34	10,132	90	100	0	0
16	28	22ND ST	OCEAN FRONT	COAST BLVD	AC	E	2	250	16	4,000	94	100	0	0
17	29	23RD ST	CAMINO DEL MAR	CDS	AC	E	2	402	35	14,070	84	99	0	1
17	30	23RD ST	OCEAN FRONT	COAST BLVD	AC	E	2	238	21	4,998	95	100	0	0
18	31	24TH ST	CAMINO DEL MAR	CDS	AC	E	2	457	27	11,425	69	27	36	37
18	32	24TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	250	30	7,500	100	0	0	0
19	33	25TH ST	CAMINO DEL MAR	CDS	AC	E	2	439	28	12,292	91	100	0	0
19	34	25TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	238	27	6,426	92	89	0	11
20	35	26TH ST	CAMINO DEL MAR	CDS	AC	E	2	429	32	13,728	62	23	43	34
20	36	26TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	238	20	4,760	94	100	0	0
21	37	27TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	239	26	6,214	83	51	32	17
21	38	27TH ST	CAMINO DEL MAR	CDS	AC	E	2	445	28	12,460	80	65	26	9
22	39	28TH ST	CAMINO DEL MAR	CDS	AC	E	2	443	28	12,404	77	28	26	46
23	40	29TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	213	32	6,816	77	27	70	3
33	52	AMPHITHEATRE DR	CREST RD	CUCHARA DR	AC	E	2	1,470	28	41,160	89	61	0	39
34	53	AVENIDA PRIMAVERA	LUNETA DR	SERPENTINE DR	AC	E	2	1,307	22	28,754	67	17	67	16
34	54	AVENIDA PRIMAVERA	CREST RD	SERPENTINE DR	AC	E	2	831	20	16,620	76	26	23	51
35	55	BALBOA AVE	ZAPO ST	SEA VIEW AVE	AC	E	2	362	18	6,516	93	100	0	0
35	56	BALBOA AVE	CDS	ZAPO ST	AC	E	2	723	17	12,291	70	51	47	2

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36	57	BELLAIRE ST	SEA VIEW AVE	ZAPO ST	AC	E	2	814	18	14,652	78	39	30	31
37	58	BORDER AVE	CAMINO DEL MAR	CITY BOUNDARY	AC	E	0	420	38	15,960	73	37	45	18
41	80	CAROLINA RD	LUNETA DR	ZUNI DR	AC	E	0	1,066	24	25,584	83	62	38	0
43	84	COURT ST	COAST BLVD	21ST ST	AC	E	0	605	18	10,890	94	100	0	0
44	85	CREST RD	KLISH WAY	15TH ST	AC	E	0	1,618	23	37,214	87	70	19	11
44	86	CREST RD	HOSKA DR	KLISH WAY	AC	E	0	1,353	24	32,472	79	17	74	9
44	87	CREST RD	HOSKA DR	CITY BOUNDARY	AC	E	0	907	27	24,489	83	18	50	32
45	88	CUCHARA DR	LUNETA DR	RIMINI RD	AC	E	0	585	20	11,700	66	24	68	8
45	89	CUCHARA DR	11TH ST	RIMINI RD	AC	E	0	1,028	27	27,756	61	33	21	46
46	90	CULEBRA ST	SEA VIEW AVE	ZAPO ST	AC	E	0	527	20	10,540	59	22	58	20
47	91	DAVID WAY	JIMMY DURANTE BLVD	CDS	AC	E	0	473	21	9,933	78	27	71	2
49	93	EL AMIGO RD	CAMINO DEL MAR	CITY BOUNDARY	AC	E	0	361	26	9,386	98	100	0	0
50	94	FOREST WAY	ZUNI DR	SERPENTINE DR	AC	E	0	660	22	14,520	68	15	34	51
51	95	GATUN ST	BALBOA AVE	CDS	AC	E	0	680	21	14,280	53	23	40	37
52	96	GRAND AVE	CAMINO DEL MAR ON RAMP	CDS	AC	E	0	845	18	15,210	73	66	33	1
53	97	HIDDEN PINES LN	PINE NEEDLES DR	CDS	AC	E	0	531	22	11,682	77	40	23	37
182	98	HIDDEN PINES RD	OCEAN VIEW AVE	HIDDEN PINES LN	AC	E	0	716	30	21,480	94	69	0	31
54	99	HIGHLAND AVE	HOSKA DR	10TH ST	AC	E	0	573	22	12,606	69	42	13	45
55	100	HOSKA DR	HIGHLAND AVE	CREST RD	AC	E	0	1,400	29	40,600	61	24	71	5
57	110	KALAMATH DR	CREST RD	AMPHITHEATRE DR	AC	E	0	1,009	28	28,252	72	16	31	53
58	111	KLISH WAY	AMPHITHEATRE DR	CREST RD	AC	E	0	691	30	20,730	73	29	71	0
58	112	KLISH WAY	KLISH WAY	AMPHITHEATRE DR	AC	E	0	426	25	10,650	57	7	49	44
58	113	KLISH WAY	HOSKA DR	TEWA ST	AC	E	0	816	20	16,320	62	38	32	30
59	114	LA AMATISTA RD	CAMINO DEL MAR	NOB AVE	AC	E	0	379	23	8,717	93	67	0	33
61	116	LOIS LN	PACIFIC LN	CDS	AC	E	0	416	20	8,320	89	71	25	4
62	117	LUNETA DR	15TH ST	STRATFORD WAY	AC	E	0	1,146	22	25,212	76	51	0	49
62	118	LUNETA DR	13TH ST	15TH ST	AC	E	0	763	24	18,312	62	30	35	35
62	119	LUNETA DR	11TH ST	13TH ST	AC	E	0	1,094	24	26,256	85	63	31	6
63	120	LUZON AVE	SEA VIEW AVE	BALBOA AVE	AC	E	0	725	16	11,600	73	43	47	10
63	121	LUZON AVE	JIMMY DURANTE BLVD	CDS	AC	E	0	285	18	5,130	75	15	41	44
64	122	MAIDEN LN	15TH ST	ALLEY N/O 13TH ST	AC	E	0	604	16	9,664	63	52	42	6
64	123	MAIDEN LN	12TH ST	ALLEY N/O 13TH ST	AC	E	0	604	16	9,664	56	25	72	3
65	124	MELANIE WAY	STRATFORD CT	CDS	AC	E	0	471	16	7,536	53	23	71	6
66	125	NOB AVE	8TH ST	CITY BOUNDARY	AC	E	0	1,148	29	33,292	76	43	57	0
66	126	NOB AVE	OCEAN VIEW AVE	CITY BOUNDARY	AC	E	0	300	26	7,800	82	16	0	84
68	129	OCEAN AVE	13TH ST	15TH ST	AC	E	0	806	24	19,344	86	26	57	17
69	130	OCEAN FRONT	27TH ST	24TH ST	AC	E	0	718	18	12,924	62	37	52	11
69	131	OCEAN FRONT	24TH ST	21ST ST	AC	E	0	705	16	11,280	85	56	0	44
69	132	OCEAN FRONT	21ST ST	CDS	AC	E	0	1,483	16	23,728	77	43	14	43
69	133	OCEAN FRONT	29TH ST	27TH ST	AC	E	0	478	18	8,604	73	46	34	20
70	134	OCEAN VIEW AVE	HIDDEN PINES RD	PINE NEEDLES DR	AC	E	0	1,574	30	47,220	56	26	65	9
70	135	OCEAN VIEW AVE	TORREY PINES TER	HIDDEN PINES RD	AC	E	0	503	26	13,078	70	28	35	37
99	175	OCEAN VIEW AVE W	TORREY PINES TER	CDS	AC	E	0	328	19	6,232	92	100	0	0
71	136	ORCHID LN	HIGHLAND AVE	KLISH WAY	AC	E	0	834	16	13,344	53	29	11	60
72	137	ORIBIA RD	CITY BOUNDARY	CDS	AC	E	0	2,090	16	33,440	90	29	2	69
74	139	PARISH LN	MAIDEN LN	LUNETA DR	AC	E	0	311	20	6,220	75	26	30	44
76	141	PENNY LN	CDS	CDS	AC	E	0	698	20	13,960	93	68	32	0
77	142	PINE NEEDLES DR	OCEAN VIEW AVE	OCEAN VIEW AVE	AC	E	0	1,518	28	42,504	71	27	33	40

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78	143	PRIMAVERA LN	AVENIDA PRIMAVERA	CDS	AC	E	0	172	13	2,236	91	77	0	23
80	145	RACETRACK VIEW DR	SAN DIEGUITO DR	CITY BOUNDARY	AC	E	0	371	22	8,162	82	19	50	31
82	148	SAN DIEGUITO DR	JIMMY DURANTE BLVD	GRAND AVE OVERLOOK	AC	E	0	1,543	24	37,032	72	45	43	12
82	149	SAN DIEGUITO DR	GRAND AVE OVERLOOK	RACETRACK VIEW DR	AC	E	0	1,838	22	40,436	88	29	37	34
84	151	SANTA FE AVE	18TH ST	CDS	AC	E	0	1,059	28	29,652	81	82	5	13
85	152	SEA CLIFF WAY	STRATFORD CT	CDS	AC	E	0	331	20	6,620	95	100	0	0
86	153	SEA ORBIT LN	CDS	CDS	AC	E	0	502	18	9,036	78	57	28	15
87	154	SEA VIEW AVE	CAMINO DEL MAR	CULEBRA ST	AC	E	0	1,321	16	21,136	72	14	34	52
87	155	SEA VIEW AVE	CULEBRA ST	CDS	AC	E	0	1,056	18	19,008	67	33	54	13
88	156	SERPENTINE DR	AVENIDA PRIMAVERA	ZAPO ST	AC	E	0	881	20	17,620	91	72	0	28
88	157	SERPENTINE DR	ZAPO ST	FOREST WAY	AC	E	0	554	20	11,080	75	52	10	38
88	158	SERPENTINE DR	AVENIDA PRIMAVERA	CDS	AC	E	0	448	20	8,960	69	12	65	23
88	159	SERPENTINE DR	FOREST WAY	AVENIDA PRIMAVERA	AC	E	0	510	18	9,180	65	25	33	42
89	160	SHERRIE LN	STRATFORD CT	CDS	AC	E	0	331	20	6,620	85	39	0	61
90	161	SHIPPEY LN	STRATFORD CT	CDS	AC	E	0	381	20	7,620	83	31	0	69
91	162	STRATFORD CT	12TH	15TH	AC	E	0	1,205	25	30,125	70	4	74	22
91	163	STRATFORD CT	12TH ST	9TH ST	AC	E	0	1,206	28	33,768	42	25	48	27
91	164	STRATFORD CT	9TH ST	SEA FOREST CT	AC	E	0	2,279	37	84,323	69	32	45	23
92	165	STRATFORD WAY	LUNETA DR	LUNETA DR	AC	E	0	592	18	10,656	76	59	36	5
93	166	TEWA ST	HIGHLAND AVE	KLISH WAY	AC	E	0	492	28	13,776	79	55	0	45
94	167	TORREY PINES TER	OCEAN VIEW AVE W	CDS	AC	E	0	651	24	15,624	92	64	36	0
95	168	UMATILLA RD	RIMINI RD	VAN DYKE AVE	AC	E	0	258	20	5,160	57	27	31	42
96	169	VAN DYKE AVE	LUNETA DR	VIA ALTA	AC	E	0	1,058	28	29,624	71	27	61	12
97	170	VIA ALTA	VAN DYKE AVE	CREST RD	AC	E	0	680	28	19,040	90	45	0	55
100	176	WESLEY WAY	CAMINO DEL MAR	NOB AVE	AC	E	0	382	20	7,640	73	57	0	43
101	177	ZAPO ST	CULEBRA ST	BALBOA AVE	AC	E	0	915	22	20,130	80	55	24	21
101	178	ZAPO ST	SERPENTINE DR	CULEBRA ST	AC	E	0	807	20	16,140	70	8	24	68
102	179	ZUNI DR	LUNETA DR	CAROLINA RD	AC	E	0	753	20	15,060	59	19	23	58
102	180	ZUNI DR	CAROLINA RD	CDS	AC	E	0	521	16	8,336	85	63	0	37
102	181	ZUNI DR	AVENIDA PRIMAVERA	CDS	AC	E	0	261	20	5,220	56	13	71	16

Alleys

24	A200	ALLEY E/O CAMINO DEL MAR	25TH ST	28TH ST	AC	O	1	722	20	14,440	64	21	67	12
24	A201	ALLEY E/O CAMINO DEL MAR	COURT ST	25TH ST	AC	O	1	628	20	12,560	94	86	0	14
26	A205	ALLEY N/O 13TH ST	MAIDEN LN	LUNETA DR	AC	O	1	444	18	7,992	56	60	39	1
26	A207	ALLEY N/O 13TH ST	VAN DYKE AVE	LUNETA DR	AC	O	1	559	18	10,062	60	9	72	19
27	A202	ALLEY N/O BELLAIRE ST	BELLAIRE ST	CDS	AC	O	1	105	19	1,995	60	28	59	13
28	A206	ALLEY N/O UMATILLA RD	VAN DYKE AVE	UMATILLA DR	AC	O	1	633	13	8,229	50	21	45	34
30	A208	ALLEY S/O 10TH ST	HIGHLAND AVE	CDS	AC	O	1	473	18	8,514	62	92	0	8
31	A204	ALLEY S/O 15TH ST	OCEAN AVE	CAMINO DEL MAR	AC	O	1	573	18	10,314	84	49	51	0
29	A210	ALLEY S/O 7TH ST	NOB AVE	CDS	AC	O	1	275	20	5,500	83	55	45	0
103	A203	DEL MAR LN	ALL S/O 15T ST	12TH ST	AC	O	0	1,018	18	18,324	53	24	44	32
32	A209	HOSKA LN	HOSKA DR	CDS	AC	O	1	305	16	4,880	69	10	6	84
60	115	LITTLE ORPHAN ALY	STRATFORD CT	CDS	AC	O	0	384	20	7,680	52	45	41	14
83	150	SAND BARR LN	18TH ST	CDS	PCC	O	0	1,319	14	18,466	100	0	0	100

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Arterials / Collectors														
56	108N	JIMMY DURANTE BLVD	FAIR GROUNDS SOUTH ENTRANCE	FAIR GROUNDS MAIN ENTRANCE	AC	A	0	1,699	40	67,960	49	20	73	7
56	107S	JIMMY DURANTE BLVD	VIA DE LA VALLE	FAIR GROUNDS MAIN ENTRANCE	AC	A	0	2,091	42	87,822	50	20	64	16
56	102N	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	VIA DE LA VALLE	AC	A	0	2,377	40	95,080	50	18	68	14
38	183S	CAMINO DEL MAR	COURT ST	JIMMY DURANTE BLVD	AC	A	0	1,415	26	36,790	54	67	12	21
42	81	COAST BLVD	20TH ST	365' S OF 18TH ST	AC	C	0	1,187	52	59,350	59	33	63	4
98	171E	VIA DE LA VALLE	DEL MAR DOWNS DR	CITY BOUNDARY	AC	A	0	1,879	30	56,370	60	12	86	2
56	103S	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	FAIR GROUNDS SOUTH ENTRANCE	AC	A	0	1,634	40	65,360	62	29	69	2
40	79	CARMEL VALLEY RD	TORREY PINES RD N	CITY BOUNDARY	AC	A	0	1,052	42	44,184	65	75	15	10
73	138	PACIFIC LN	12TH ST	ALLEY S/O 15TH ST	AC	C	0	1,017	19	19,323	66	59	27	14
38	65S	CAMINO DEL MAR	9TH ST	4TH ST	AC	A	0	2,008	30	60,240	70	52	30	18
98	174W	VIA DE LA VALLE	CITY BOUNDARY	DEL MAR DOWNS DR	AC	A	0	1,877	30	56,310	71	20	79	1
56	109N	JIMMY DURANTE BLVD	RR MAINTENANCE BLDG	SAN DIEGUITO DR	AC	A	0	1,452	16	23,232	73	26	74	0
98	172E	VIA DE LA VALLE	CAMINO DEL MAR	DEL MAR DOWNS DR	AC	A	0	2,189	30	65,670	74	33	56	11
98	173W	VIA DE LA VALLE	DEL MAR DOWNS DR	CAMINO DEL MAR	AC	A	0	2,189	30	65,670	74	18	43	39
38	62S	CAMINO DEL MAR	JIMMY DURANTE BLVD	SEA VIEW AVE	AC	A	0	689	30	20,670	74	46	54	0
56	106	JIMMY DURANTE BLVD	FAIR GROUNDS SOUTH ENTRANCE	SAN DIEGUITO DR	AC	A	0	748	48	35,904	75	17	73	10
38	69N	CAMINO DEL MAR	SEA VIEW AVE	JIMMY DURANTE BLVD	AC	A	0	686	26	17,836	76	60	31	9
38	73N	CAMINO DEL MAR	JIMMY DURANTE BLVD	COURT ST	AC	A	0	1,425	26	37,050	77	100	0	0
56	104N	JIMMY DURANTE BLVD	CAMINO DEL MAR	RR MAINTENANCE BLDG	AC	A	0	871	16	13,936	77	36	43	21
38	76N	CAMINO DEL MAR	4TH ST	9TH ST	AC	A	0	2,007	35	70,245	78	90	5	5
42	82	COAST BLVD	365' S OF 18TH ST	15TH ST	AC	C	0	1,276	40	51,040	79	19	81	0
39	61S	CAMINO DEL MAR ON RAMP	JIMMY DURANTE BLVD	CAMINO DEL MAR	AC	A	1	498	16	7,968	79	46	52	2
48	92	DEL MAR HEIGHTS RD	CAMINO DEL MAR	CITY BOUNDARY	AC	A	0	253	78	19,734	80	66	5	29
56	101S	JIMMY DURANTE BLVD	SAN DIEGUITO DR	RR MAINTENANCE BLDG	AC	A	0	1,478	20	29,560	81	45	54	1
38	67S	CAMINO DEL MAR	NORTH END OF CDM BRIDGE	29TH ST	AC	A	0	1,363	22	29,986	81	59	18	23
56	105S	JIMMY DURANTE BLVD	RR MAINTENANCE BLDG	CAMINO DEL MAR	AC	A	0	789	16	12,624	84	28	61	11
81	147	RIMINI RD	UMATILLA DR	VAN DYKE AVE	AC	C	0	526	22	11,572	85	47	28	25
38	71N	CAMINO DEL MAR	29TH ST	NORTH END OF CDM BRIDGE	AC	A	0	1,363	22	29,986	89	93	0	7
38	78N	CAMINO DEL MAR	CARMEL VALLEY RD	1090' N OF CARMEL VALLEY RD	AC	A	0	1,087	32	34,784	89	100	0	0
38	77N	CAMINO DEL MAR	1090' N OF CARMEL VALLEY RD	4TH ST	AC	A	0	1,823	32	58,336	90	77	0	23
38	60S	CAMINO DEL MAR	VIA DE LA VALLE	NORTH END OF CDM BRIDGE	AC	A	0	1,586	40	63,440	91	100	0	0
38	72N	CAMINO DEL MAR	COURT ST	29TH ST	AC	A	0	1,544	32	49,408	91	59	26	15
38	63S	CAMINO DEL MAR	SEA VIEW AVE	13TH ST	AC	A	0	1,932	26	50,232	91	53	47	0
81	146	RIMINI RD	CUCHARA DR	UMATULLA DR	AC	C	0	893	22	19,646	92	22	0	78
38	70N	CAMINO DEL MAR	NORTH END OF CDM BRIDGE	VIA DE LA VALLE	AC	A	0	1,564	40	62,560	93	93	0	7
38	59S	CAMINO DEL MAR	29TH ST	COURT ST	AC	A	0	1,552	31	48,112	93	91	0	9
38	74N	CAMINO DEL MAR	13TH ST	SEA VIEW AVE	AC	A	0	1,918	27	51,786	93	72	28	0
42	83	COAST BLVD	20TH ST	CDS	AC	C	0	1,049	52	54,548	93	100	0	0
38	66S	CAMINO DEL MAR	4TH ST	1090' N OF CARMEL VALLEY RD	AC	A	0	1,814	32	58,048	94	100	0	0
67	128N	NORTH TORREY PINES RD	CITY BOUNDARY	CARMEL VALLEY RD	AC	C	0	577	28	16,156	94	100	0	0
38	68S	CAMINO DEL MAR	1090' N OF CARMEL VALLEY RD	CARMEL VALLEY RD	AC	A	0	1,088	28	30,464	95	100	0	0
67	127S	NORTH TORREY PINES RD	CARMEL VALLEY RD	CITY BOUNDARY	AC	C	0	550	29	15,950	96	100	0	0
38	64S	CAMINO DEL MAR	13TH ST	9TH ST	AC	A	0	1,609	26	41,834	97	100	0	0
38	75N	CAMINO DEL MAR	9TH ST	13TH ST	AC	A	0	1,611	26	41,886	98	100	0	0
								11.4		1,888,662				

City of Del Mar, CA
Pavement Condition Index (PCI) Report - All Streets

Sorted by Rank, PCI Order (0-100)

BranchID	Sec ID	Name	From	To	Type	Rank	Lanes	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
Locals														
91	163	STRATFORD CT	12TH ST	9TH ST	AC	E	0	1,206	28	33,768	42	25	48	27
65	124	MELANIE WAY	STRATFORD CT	CDS	AC	E	0	471	16	7,536	53	23	71	6
71	136	ORCHID LN	HIGHLAND AVE	KLISH WAY	AC	E	0	834	16	13,344	53	29	11	60
51	95	GATUN ST	BALBOA AVE	CDS	AC	E	0	680	21	14,280	53	23	40	37
64	123	MAIDEN LN	12TH ST	ALLEY N/O 13TH ST	AC	E	0	604	16	9,664	56	25	72	3
102	181	ZUNI DR	AVENIDA PRIMAVERA	CDS	AC	E	0	261	20	5,220	56	13	71	16
70	134	OCEAN VIEW AVE	HIDDEN PINES RD	PINE NEEDLES DR	AC	E	0	1,574	30	47,220	56	26	65	9
95	168	UMATILLA RD	RIMINI RD	VAN DYKE AVE	AC	E	0	258	20	5,160	57	27	31	42
58	112	KLISH WAY	KLISH WAY	AMPHITHEATRE DR	AC	E	0	426	25	10,650	57	7	49	44
46	90	CULEBRA ST	SEA VIEW AVE	ZAPO ST	AC	E	0	527	20	10,540	59	22	58	20
102	179	ZUNI DR	LUNETA DR	CAROLINA RD	AC	E	0	753	20	15,060	59	19	23	58
55	100	HOSKA DR	HIGHLAND AVE	CREST RD	AC	E	0	1,400	29	40,600	61	24	71	5
45	89	CUCHARA DR	11TH ST	RIMINI RD	AC	E	0	1,028	27	27,756	61	33	21	46
69	130	OCEAN FRONT	27TH ST	24TH ST	AC	E	0	718	18	12,924	62	37	52	11
58	113	KLISH WAY	HOSKA DR	TEWA ST	AC	E	0	816	20	16,320	62	38	32	30
20	35	26TH ST	CAMINO DEL MAR	CDS	AC	E	2	429	32	13,728	62	23	43	34
62	118	LUNETA DR	13TH ST	15TH ST	AC	E	0	763	24	18,312	62	30	35	35
64	122	MAIDEN LN	15TH ST	ALLEY N/O 13TH ST	AC	E	0	604	16	9,664	63	52	42	6
9	15	13TH ST	CAMINO DEL MAR	CDS	AC	E	2	880	26	22,880	63	22	78	0
88	159	SERPENTINE DR	FOREST WAY	AVENIDA PRIMAVERA	AC	E	0	510	18	9,180	65	25	33	42
45	88	CUCHARA DR	LUNETA DR	RIMINI RD	AC	E	0	585	20	11,700	66	24	68	8
3	3	7TH ST	CDS	CITY BOUNDARY	AC	E	2	569	36	20,484	66	8	89	3
87	155	SEA VIEW AVE	CULEBRA ST	CDS	AC	E	0	1,056	18	19,008	67	33	54	13
34	53	AVENIDA PRIMAVERA	LUNETA DR	SERPENTINE DR	AC	E	2	1,307	22	28,754	67	17	67	16
79	144	8TH ST	HOSKA DR	CITY BOUNDARY	AC	E	2	240	32	7,680	68	69	17	14
50	94	FOREST WAY	ZUNI DR	SERPENTINE DR	AC	E	0	660	22	14,520	68	15	34	51
54	99	HIGHLAND AVE	HOSKA DR	10TH ST	AC	E	0	573	22	12,606	69	42	13	45
18	31	24TH ST	CAMINO DEL MAR	CDS	AC	E	2	457	27	11,425	69	27	36	37
88	158	SERPENTINE DR	AVENIDA PRIMAVERA	CDS	AC	E	0	448	20	8,960	69	12	65	23
70	135	OCEAN VIEW AVE	TORREY PINES TER	HIDDEN PINES RD	AC	E	0	503	26	13,078	70	28	35	37
91	162	STRATFORD CT	12TH	15TH	AC	E	0	1,205	25	30,125	70	4	74	22
35	56	BALBOA AVE	CDS	ZAPO ST	AC	E	2	723	17	12,291	70	51	47	2
101	178	ZAPO ST	SERPENTINE DR	CULEBRA ST	AC	E	0	807	20	16,140	70	8	24	68
96	169	VAN DYKE AVE	LUNETA DR	VIA ALTA	AC	E	0	1,058	28	29,624	71	27	61	12
77	142	PINE NEEDLES DR	OCEAN VIEW AVE	OCEAN VIEW AVE	AC	E	0	1,518	28	42,504	71	27	33	40
87	154	SEA VIEW AVE	CAMINO DEL MAR	CULEBRA ST	AC	E	0	1,321	16	21,136	72	14	34	52
7	11	11TH ST	CAMINO DEL MAR	10TH ST	AC	E	2	1,177	30	35,310	72	24	63	13
12	22	18TH ST	OCEAN FRONT	SANTA FE AVE	AC	E	2	453	22	9,966	72	37	50	13
82	148	SAN DIEGUITO DR	JIMMY DURANTE BLVD	GRAND AVE OVERLOOK	AC	E	0	1,543	24	37,032	72	45	43	12
57	110	KALAMATH DR	CREST RD	AMPHITHEATRE DR	AC	E	0	1,009	28	28,252	72	16	31	53
58	111	KLISH WAY	AMPHITHEATRE DR	CREST RD	AC	E	0	691	30	20,730	73	29	71	0
69	133	OCEAN FRONT	29TH ST	27TH ST	AC	E	0	478	18	8,604	73	46	34	20
37	58	BORDER AVE	CAMINO DEL MAR	CITY BOUNDARY	AC	E	0	420	38	15,960	73	37	45	18
52	96	GRAND AVE	CAMINO DEL MAR ON RAMP	CDS	AC	E	0	845	18	15,210	73	66	33	1
100	176	WESLEY WAY	CAMINO DEL MAR	NOB AVE	AC	E	0	382	20	7,640	73	57	0	43
63	120	LUZON AVE	SEA VIEW AVE	BALBOA AVE	AC	E	0	725	16	11,600	73	43	47	10

City of Del Mar, CA
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Sorted by Rank, PCI Order (0-100)

BranchID	Sec ID	Name	From	To	Type	Rank	Lanes	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
1	1	4TH ST	CAMINO DEL MAR	CDS	AC	E	2	821	32	26,272	74	57	40	3
63	121	LUZON AVE	JIMMY DURANTE BLVD	CDS	AC	E	0	285	18	5,130	75	15	41	44
88	157	SERPENTINE DR	ZAPO ST	FOREST WAY	AC	E	0	554	20	11,080	75	52	10	38
74	139	PARISH LN	MAIDEN LN	LUNETA DR	AC	E	0	311	20	6,220	75	26	30	44
66	125	NOB AVE	8TH ST	CITY BOUNDARY	AC	E	0	1,148	29	33,292	76	43	57	0
10	17	14TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	624	35	21,840	76	29	59	12
13	23	19TH ST	OCEAN FRONT	CDS	AC	E	2	600	28	16,800	76	27	71	2
34	54	AVENIDA PRIMAVERA	CREST RD	SERPENTINE DR	AC	E	2	831	20	16,620	76	26	23	51
62	117	LUNETA DR	15TH ST	STRATFORD WAY	AC	E	0	1,146	22	25,212	76	51	0	49
92	165	STRATFORD WAY	LUNETA DR	LUNETA DR	AC	E	0	592	18	10,656	76	59	36	5
11	18	15TH ST	CREST RD	CAROLINA RD	AC	E	2	1,272	22	33,072	76	37	25	38
91	164	STRATFORD CT	9TH ST	SEA FOREST CT	AC	E	0	2,279	37	84,323	69	32	45	23
53	97	HIDDEN PINES LN	PINE NEEDLES DR	CDS	AC	E	0	531	22	11,682	77	40	23	37
22	39	28TH ST	CAMINO DEL MAR	CDS	AC	E	2	443	28	12,404	77	28	26	46
23	40	29TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	213	32	6,816	77	27	70	3
69	132	OCEAN FRONT	21ST ST	CDS	AC	E	0	1,483	16	23,728	77	43	14	43
47	91	DAVID WAY	JIMMY DURANTE BLVD	CDS	AC	E	0	473	21	9,933	78	27	71	2
86	153	SEA ORBIT LN	CDS	CDS	AC	E	0	502	18	9,036	78	57	28	15
14	24	20TH ST	OCEAN FRONT	CDS	AC	E	2	588	26	15,288	78	39	56	5
36	57	BELLAIRE ST	SEA VIEW AVE	ZAPO ST	AC	E	2	814	18	14,652	78	39	30	31
44	86	CREST RD	HOSKA DR	KLISH WAY	AC	E	0	1,353	24	32,472	79	17	74	9
93	166	TEWA ST	HIGHLAND AVE	KLISH WAY	AC	E	0	492	28	13,776	79	55	0	45
21	38	27TH ST	CAMINO DEL MAR	CDS	AC	E	2	445	28	12,460	80	65	26	9
8	13	12TH ST	CAMINO DEL MAR	CDS	AC	E	0	922	35	32,270	80	18	82	0
101	177	ZAPO ST	CULEBRA ST	BALBOA AVE	AC	E	0	915	22	20,130	80	55	24	21
11	20	15TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	353	33	11,649	80	49	47	4
11	19	15TH ST	LUNETA DR	CAROLINA RD	AC	E	2	714	28	19,992	81	43	38	19
84	151	SANTA FE AVE	18TH ST	CDS	AC	E	0	1,059	28	29,652	81	82	5	13
66	126	NOB AVE	OCEAN VIEW AVE	CITY BOUNDARY	AC	E	0	300	26	7,800	82	16	0	84
4	6	8TH ST	STRATFORD CT	CDS	AC	E	2	386	28	10,808	82	18	11	71
80	145	RACETRACK VIEW DR	SAN DIEGUITO DR	CITY BOUNDARY	AC	E	0	371	22	8,162	82	19	50	31
41	80	CAROLINA RD	LUNETA DR	ZUNI DR	AC	E	0	1,066	24	25,584	83	62	38	0
90	161	SHIPPEY LN	STRATFORD CT	CDS	AC	E	0	381	20	7,620	83	31	0	69
21	37	27TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	239	26	6,214	83	51	32	17
2	2	6TH ST	STRATFORD CT	CDS	AC	E	2	829	28	23,212	83	31	23	46
9	16	13TH ST	CAMINO DEL MAR	LUNETA DR	AC	E	2	659	28	18,452	83	35	22	43
44	87	CREST RD	HOSKA DR	CITY BOUNDARY	AC	E	0	907	27	24,489	83	18	50	32
11	21	15TH ST	COAST BLVD	CAMINO DEL MAR	AC	E	2	601	35	21,035	84	16	63	21
17	29	23RD ST	CAMINO DEL MAR	CDS	AC	E	2	402	35	14,070	84	99	0	1
62	119	LUNETA DR	11TH ST	13TH ST	AC	E	0	1,094	24	26,256	85	63	31	6
102	180	ZUNI DR	CAROLINA RD	CDS	AC	E	0	521	16	8,336	85	63	0	37
69	131	OCEAN FRONT	24TH ST	21ST ST	AC	E	0	705	16	11,280	85	56	0	44
89	160	SHERRIE LN	STRATFORD CT	CDS	AC	E	0	331	20	6,620	85	39	0	61
15	25	21ST ST	COURT ST	CDS	AC	E	2	211	32	6,752	85	46	0	54
6	10	10TH ST	CAMINO DEL MAR	CDS	AC	E	2	947	32	30,304	86	24	0	76
4	5	8TH ST	CAMINO DEL MAR	CITY BOUNDARY	AC	E	2	735	28	20,580	86	74	0	26
68	129	OCEAN AVE	13TH ST	15TH ST	AC	E	0	806	24	19,344	86	26	57	17
6	9	10TH ST	CAMINO DEL MAR	11TH ST	AC	E	2	1,125	30	33,750	86	52	0	48

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BranchID	Sec ID	Name	From	To	Type	Rank	Lanes	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other
44	85	CREST RD	KLISH WAY	15TH ST	AC	E	0	1,618	23	37,214	87	70	19	11
8	14	12TH ST	CAMINO DEL MAR	LUNETTA DR	AC	E	0	336	32	10,752	87	55	31	14
82	149	SAN DIEGUITO DR	GRAND AVE OVERLOOK	RACTRACK VIEW DR	AC	E	0	1,838	22	40,436	88	29	37	34
33	52	AMPHITHEATRE DR	CREST RD	CUCHARA DR	AC	E	2	1,470	28	41,160	89	61	0	39
61	116	LOIS LN	PACIFIC LN	CDS	AC	E	0	416	20	8,320	89	71	25	4
72	137	ORIBIA RD	CITY BOUNDARY	CDS	AC	E	0	2,090	16	33,440	90	29	2	69
97	170	VIA ALTA	VAN DYKE AVE	CREST RD	AC	E	0	680	28	19,040	90	45	0	55
16	27	22ND ST	COURT ST	CDS	AAC	E	2	298	34	10,132	90	100	0	0
15	26	21ST ST	OCEAN FRONT	COAST BLVD	AC	E	2	251	28	7,028	91	100	0	0
88	156	SERPENTINE DR	AVENIDA PRIMAVERA	ZAPO ST	AC	E	0	881	20	17,620	91	72	0	28
7	12	11TH ST	CAMINO DEL MAR	CDS	AC	E	2	951	35	33,285	91	56	0	44
78	143	PRIMAVERA LN	AVENIDA PRIMAVERA	CDS	AC	E	0	172	13	2,236	91	77	0	23
19	33	25TH ST	CAMINO DEL MAR	CDS	AC	E	2	439	28	12,292	91	100	0	0
3	4	7TH ST	STRATFORD CT	CDS	AC	E	2	379	36	13,644	92	39	61	0
94	167	TORREY PINES TER	OCEAN VIEW AVE W	CDS	AC	E	0	651	24	15,624	92	64	36	0
19	34	25TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	238	27	6,426	92	89	0	11
5	8	9TH ST	CAMINO DEL MAR	HIGHLAND AVE	AC	E	2	782	38	29,716	92	100	0	0
99	175	OCEAN VIEW AVE W	TORREY PINES TER	CDS	AC	E	0	328	19	6,232	92	100	0	0
35	55	BALBOA AVE	ZAPO ST	SEA VIEW AVE	AC	E	2	362	18	6,516	93	100	0	0
59	114	LA AMATISTA RD	CAMINO DEL MAR	NOB AVE	AC	E	0	379	23	8,717	93	67	0	33
76	141	PENNY LN	CDS	CDS	AC	E	0	698	20	13,960	93	68	32	0
43	84	COURT ST	COAST BLVD	21ST ST	AC	E	0	605	18	10,890	94	100	0	0
5	7	9TH ST	CAMINO DEL MAR	CDS	AC	E	2	948	32	30,336	94	83	0	17
16	28	22ND ST	OCEAN FRONT	COAST BLVD	AC	E	2	250	16	4,000	94	100	0	0
20	36	26TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	238	20	4,760	94	100	0	0
182	98	HIDDEN PINES RD	OCEAN VIEW AVE	HIDDEN PINES LN	AC	E	0	716	30	21,480	94	69	0	31
17	30	23RD ST	OCEAN FRONT	COAST BLVD	AC	E	2	238	21	4,998	95	100	0	0
85	152	SEA CLIFF WAY	STRATFORD CT	CDS	AC	E	0	331	20	6,620	95	100	0	0
49	93	EL AMIGO RD	CAMINO DEL MAR	CITY BOUNDARY	AC	E	0	361	26	9,386	98	100	0	0
18	32	24TH ST	CAMINO DEL MAR	OCEAN FRONT	AC	E	2	250	30	7,500	100	0	0	0
16.9										2,205,030				

Alleys

28	A206	ALLEY N/O UMATILLA RD	VAN DYKE AVE	UMATILLA DR	AC	O	1	633	13	8,229	50	21	45	34
60	115	LITTLE ORPHAN ALY	STRATFORD CT	CDS	AC	O	0	384	20	7,680	52	45	41	14
103	A203	DEL MAR LN	ALL S/O 15T ST	12TH ST	AC	O	0	1,018	18	18,324	53	24	44	32
26	A205	ALLEY N/O 13TH ST	MAIDEN LN	LUNETTA DR	AC	O	1	444	18	7,992	56	60	39	1
26	A207	ALLEY N/O 13TH ST	VAN DYKE AVE	LUNETTA DR	AC	O	1	559	18	10,062	60	9	72	19
27	A202	ALLEY N/O BELLAIRE ST	BELLAIRE ST	CDS	AC	O	1	105	19	1,995	60	28	59	13
30	A208	ALLEY S/O 10TH ST	HIGHLAND AVE	CDS	AC	O	1	473	18	8,514	62	92	0	8
24	A200	ALLEY E/O CAMINO DEL MAR	25TH ST	28TH ST	AC	O	1	722	20	14,440	64	21	67	12
32	A209	HOSKA LN	HOSKA DR	CDS	AC	O	1	305	16	4,880	69	10	6	84
29	A210	ALLEY S/O 7TH ST	NOB AVE	CDS	AC	O	1	275	20	5,500	83	55	45	0
31	A204	ALLEY S/O 15TH ST	OCEAN AVE	CAMINO DEL MAR	AC	O	1	573	18	10,314	84	49	51	0
24	A201	ALLEY E/O CAMINO DEL MAR	COURT ST	25TH ST	AC	O	1	628	20	12,560	94	86	0	14
83	150	SAND BARR LN	18TH ST	CDS	PCC	O	0	1,319	14	18,466	100	0	0	100
1.4										128,956				

SECTION IV
FORECAST MAINTENANCE & REHABILITATION (FMR) REPORT

A. \$750,000 Annual Budget, Five Year Plan – FY 2024-2029



A. FORECAST MAINTENANCE / REHABILITATION REPORT

Listed in chronological order by plan year then alphabetically by street name, this report presents the year and action corresponding to the next recommended work activity for each segment within the pavement network.

ANNUAL \$750,000 BUDGET – A \$750k/five-yr budget was utilized for the City to demonstrate how its existing Public Works M&R/CIP budget allocation would perform against the current citywide conditions.

We have sorted the following report by functional class (rank) for easy review (Arterial – Local, A to Z order).

In general sections are chosen first and foremost on available budget; secondly, the square footage of each section plays a large factor. The software initially chooses the draft sections that will increase PCI, sustain PCI or slow PCI deterioration within the budgeted timeframe. Additionally, the types of distress, extents of distress and severities of distress (high, medium, low) also determine how sections are/can be selected.

****All multi-year budget projections include an annual 5% unit cost inflation rate for the term of the budget forecast, as well as a 25% contingency on material costs which typically cover additional project costs for design, bidding, contract management, inspection, staff labor and construction contingency.***

The City of Del Mar makes all final decisions on what pavement sections are scheduled for improvement and within which fiscal year.



City of Del Mar, CA
Forecast Maintenance / Rehabilitation (FMR) Report - FY 2024-2029

Sorted by Rank, FY, Name Order (A-Z)

FY	BranchID	Sec ID	Name	From	To	Type	Rank	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Maint. Type	Total \$
Arterials / Collectors, Locals and Alleys																
2023-24	38	1835	CAMINO DEL MAR	COURT ST	JIMMY DURANTE BLVD	AC	A	1,415	26	36,790	54	67	12	21	AC Overlay	Funded / Scheduled
2023-24	38	73N	CAMINO DEL MAR	JIMMY DURANTE BLVD	COURT ST	AC	A	1,425	26	37,050	77	100	0	0	AC Overlay	Funded / Scheduled
2023-24	66	126	NOB AVE	OCEAN VIEW AVE	CITY BOUNDARY	AC	E	300	26	7,800	82	16	0	84	AC Overlay	Funded / Scheduled
2023-24	70	134	OCEAN VIEW AVE	HIDDEN PINES RD	PINE NEEDLES DR	AC	E	1,574	30	47,220	56	26	65	9	AC Overlay	Funded / Scheduled
2024-25	Stratford Ct sections part of City's Underground project for FY 2024-25		STRATFORD CT	9TH	12TH	AC	E								3" Grind - AC Overlay	\$537,500
2024-25			STRATFORD CT	4TH ST INTERSECTION	4TH ST INTERSECTION	AC	E	Listed four (4) sections include 118,100 SF of AC; section PCI's (based on survey limits for 4th St to 12th St) are 48 & 69							3" Grind - AC Overlay	
2024-25			STRATFORD CT	4TH ST	LITTLE ORPHAN ALLEY	AC	E								1.5" Edge Grind-Overlay	
2024-25			STRATFORD CT	REMAINING SECTIONS BETWEEN	4TH AND 12TH	AC	E								Asphalt Emulsion Slurry	
2024-25		28	A206	ALLEY N/O UMATILLA RD	VAN DYKE AVE	UMATILLA DR	AC	O	633	13	8,229	50	21	45	34	
2024-25	55	100	HOSKA DR	HIGHLAND AVE	CREST RD	AC	E	1,400	29	40,600	61	24	71	5	2" Grind - AC Overlay	\$185,136
2024-25	56	1035	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	FAIR GROUNDS SOUTH ENTRANCE	AC	A	1,634	40	65,360	62	29	69	2	2.5" Grind - ARHM Overlay	\$416,997
2024-25	60	115	LITTLE ORPHAN ALY	STRATFORD CT	CDS	AC	O	384	20	7,680	52	45	41	14	1.5" Grind - AC Overlay	\$33,638
2024-25	88	158	SERPENTINE DR	AVENIDA PRIMAVERA	CDS	AC	E	448	20	8,960	69	12	65	23	2" Grind - AC Overlay	\$40,858
2024-25	88	159	SERPENTINE DR	FOREST WAY	AVENIDA PRIMAVERA	AC	E	510	18	9,180	65	25	33	42	1.5" Grind - AC Overlay	\$40,208
2024-25	102	181	ZUNI DR	AVENIDA PRIMAVERA	CDS	AC	E	261	20	5,220	56	13	71	16	2" Grind - AC Overlay	\$23,803
										121,869						\$1,314,183
2025-26	24	A200	ALLEY E/O CAMINO DEL MAR	25TH ST	28TH ST	AC	O	722	20	14,440	64	21	67	12	1.5" Grind - AC Overlay	\$66,424
2025-26	103	A203	ALLEY E/O STRATFORD	ALL S/O 1ST ST	12TH ST	AC	O	1,018	18	18,324	53	24	44	32	1.5" Grind - AC Overlay	\$84,290
2025-26	56	108N	JIMMY DURANTE BLVD	FAIR GROUNDS SOUTH ENTRANCE	FAIR GROUNDS MAIN ENTRANCE	AC	A	1,699	40	67,960	49	20	73	7	2.5" Grind - ARHM Overlay	\$455,332
2025-26	87	155	SEA VIEW AVE	CULEBRA ST	CDS	AC	E	1,056	18	19,008	67	33	54	13	2" Grind - AC Overlay	\$91,048
2025-26	102	179	ZUNI DR	LUNETA DR	CAROLINA RD	AC	E	753	20	15,060	59	19	23	58	1.5" Grind - AC Overlay	\$69,276
																\$766,371
2026-27	42	81	COAST BLVD	20TH ST	365' S OF 18TH ST	AC	C	1,187	52	59,350	59	33	63	4	2.5" Grind - ARHM Overlay	\$417,231
2026-27	46	90	CULEBRA ST	SEA VIEW AVE	ZAPO ST	AC	E	527	20	10,540	59	22	58	20	2" Grind - AC Overlay	\$53,016
2026-27	58	112	KLISH WAY	KLISH WAY	AMPHITHEATRE DR	AC	E	426	25	10,650	57	7	49	44	2" Grind - AC Overlay	\$48,564
2026-27	64	122	MAIDEN LN	15TH ST	ALLEY N/O 13TH ST	AC	E	604	16	9,664	63	52	42	6	1.5" Grind - AC Overlay	\$46,677
2026-27	64	123	MAIDEN LN	12TH ST	ALLEY N/O 13TH ST	AC	E	604	16	9,664	56	25	72	3	2" Grind - AC Overlay	\$48,610
2026-27	71	136	ORCHID LN	HIGHLAND AVE	KLISH WAY	AC	E	834	16	13,344	53	29	11	60	1.5" Grind - AC Overlay	\$64,452
2026-27	95	168	UMATILLA RD	RIMINI RD	VAN DYKE AVE	AC	E	258	20	5,160	57	27	31	42	1.5" Grind - AC Overlay	\$24,923
										118,372						\$703,472
2027-28	56	102N	JIMMY DURANTE BLVD	FAIR GROUNDS MAIN ENTRANCE	VIA DE LA VALLE	AC	A	2,377	40	95,080	50	18	68	14	2.5" Grind - ARHM Overlay	\$702,641
2027-28	58	113	KLISH WAY	HOSKA DR	TEWA ST	AC	E	816	20	16,320	62	38	32	30	1.5" Grind - AC Overlay	\$82,742
										111,400						\$785,384
2028-29	56	1075	JIMMY DURANTE BLVD	VIA DE LA VALLE	FAIR GROUNDS MAIN ENTRANCE	AC	A	2,091	42	87,822	50	20	64	16	2.5" Grind - ARHM Overlay	\$680,621
2028-29	62	118	LUNETA DR	13TH ST	15TH ST	AC	E	763	24	18,312	62	30	35	35	1.5" Grind - AC Overlay	\$97,420
2028-29	65	124	MELANIE WAY	STRATFORD CT	CDS	AC	E	471	16	7,536	53	23	71	6	2" Grind - AC Overlay	\$41,749
										113,670						\$819,790



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Martin Boyd, Project Manager II
Clement Brown, Assistant City Manager
Joe Bride, Public Works Director
Via Ashley Jones, City Manager

DATE: March 4, 2024

SUBJECT: San Dieguito Drive Improvements Project Update and Resolution Initiating Proceedings for the Formation of the San Dieguito Drive Improvement District

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Receive an update on the San Dieguito Drive Improvements Project (Project); and 2) Adopt a Resolution (Attachment A) to initiate proceedings for the formation of the San Dieguito Drive Improvement District to fund necessary improvements to San Dieguito Drive.

DISCUSSION/ANALYSIS:

San Dieguito Drive is an approximately 1,000 linear foot privately-owned street in the City of Del Mar that extends from the intersection of San Dieguito Drive and Racetrack View Drive to Oribia Road. The road is not part of the City's public streets system and is not owned or maintained by the City. However, there is an easement on San Dieguito Drive that grants the City right-of-way for road and utility purposes (i.e., sewer, water, gas, power, and telephone lines).

Currently, San Dieguito Drive is in a deteriorated condition and in need of repair. For decades, the City has provided information and discussed alternatives with the adjacent property owners of San Dieguito Drive about how they could develop a road of sufficient quality and standards so that it could be considered for acceptance into the City's streets and roadways system and added to the City's regular street maintenance schedule.

From September 2022 to September 2023, the City completed a Phase 1 Preliminary Engineering Assessment for San Dieguito Drive, and on September 5, 2023, the City Council approved further study and design of the "Minimal Alternative" option from the San Dieguito Drive Phase 1 Preliminary Engineering Assessment and approved a \$155,400 task order with Michael Baker International (MBI) to proceed with the Phase 2 Road Improvement Design, Construction Documents and Easement Acquisition for the Minimal Alternative.

City Council Action:

The Minimal Alternative envisions a roadway with a standard centerline crown with 16 feet of asphalt and 3-foot concrete rolled curbs for an improved width of 23 feet and a minimum 20 feet of travel-way for public safety vehicle access. The adjacent property owners support this design as expressed during several neighborhood meetings with staff and to the City Council. The Minimal Alternative was preferred because it maintains the rural character of the neighborhood as envisioned in the City's Community Plan, while providing the minimum necessary improvements to upgrade the road to public standards. The current estimate cost to design and construct the Minimal Alternative is \$1.3 million. This amount includes all costs associated with the project including Phase 1 and 2 engineering, environmental review, assessment consultant services, and construction.

On October 16, 2023, the City Council approved an agreement with SCI Consulting Group (SCI) to perform assessment engineering services for the improvements to San Dieguito Drive. The assessment engineering services to be provided by SCI include planning and feasibility, development of a Proposition 218-compliant Engineer's Report, balloting services, and community outreach for the purpose of forming an assessment district to fund the residents' portion of the costs to improve San Dieguito Drive. SCI has been focused on analyzing the scope of the project along with the public and private benefits, and determining a recommendation for proportional contributions by the City and residents.

On February 13, 2024, as part of the engineering assessment process, City staff distributed an informal survey and informational handout (Attachment B) to the residents of San Dieguito Drive and Oribia Road to gauge resident interest and solicit feedback regarding the creation of an assessment district, which would be called the San Dieguito Drive Improvement District. City staff has provided residents until March 11, 2024, to complete the survey. Responses to the survey and associated feedback will inform the recommendation to be made by SCI and City staff to the City Council as to whether the City should move forward with initiating the required Proposition 218 ballot process to form the San Dieguito Drive Improvement District. Feedback thus far is mixed with the residents requesting more information from the City. A resident meeting has been scheduled for March 5, 2024, to present SCI's draft preliminary analysis, answer resident's questions, and solicit resident input.

Proposition 218 requires an Engineer's Report supporting the proposed assessments, followed by a mailed ballot proceeding of property owners that would be included in the benefit assessment district. Approval of a resolution (Attachment A) for the formation of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972 is the first step the City is being asked to take in order to propose a benefit assessment ballot measure to the property owners who will benefit from the Project. The Landscaping and Lighting Act of 1972 authorizes the establishment of an assessment for, among other things, road improvement, maintenance, and repair. If the resolution is approved, SCI will formally be appointed as the Engineer of Work and will prepare the final Engineer's Report to be presented to the City Council in April 2024.

The next step will include submittal of the final Engineer's Report to the City Council for preliminary acceptance along with presentation of the results of the informal resident survey. The Engineer's Report will include the final cost share for approval. The City Council would

then decide whether to proceed with the proposed Prop 218 ballot measure based on the Engineer's Report and resident feedback.

If the City Council chooses to proceed, ballots will be mailed to the owners of the benefiting properties so they can vote on the measure. A minimum 45-day time period must be provided for the return of the assessment ballots. Following the 45-day time period, the City Council will hold a public hearing in the June to August timeframe to take public input and tabulate the ballots. If the measure passes via a 50% weighted vote by proposed assessment, the City Council will have the opportunity to order the levying of the assessments for fiscal year 2024-2025. The City would pay for all the improvement costs up front and recoup the residents' share of the Project costs at the rate and over the period of time defined in the ballot measure.

As previously discussed, if the San Dieguito Drive Improvement Project moves forward, the City intends to align the design and construction schedules for the improvements to San Dieguito Drive and the Utility Undergrounding District (UUD) X1A (Crest Canyon) project. The current UUD X1A schedule anticipates completion of the design and bid documents by July 2024, followed by the public bidding process, and then anticipated City construction contract award by September 2024. The San Dieguito Drive Improvements Project bid package is on schedule to be completed along with X1A. If the San Dieguito Drive Improvement District is approved in the first half of this year, this will allow the proposed utility undergrounding along San Dieguito Drive to occur in conjunction with the roadway improvements, resulting in anticipated saving costs and avoiding impacts to residents if these two projects occurred at different times.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Funds for all preconstruction activities are already approved and available in the CIP budget for this project.

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:

San Dieguito Drive Development is listed as a Tier 2 City Council priority for Fiscal Years 2023-2024 and 2024-2025.

ATTACHMENTS:

- Attachment A – Resolution Initiating Proceedings for the Formation of a Landscape and Lighting District for the Improvement of San Dieguito Drive
- Attachment B – Informal Resident Survey & Informational Handout

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA INITIATING PROCEEDINGS FOR THE FORMATION OF THE "CITY OF DEL MAR – SAN DIEGUITO DRIVE IMPROVEMENT DISTRICT" AS PROVIDED FOR UNDER THE LANDSCAPE AND LIGHTING ACT OF 1972

WHEREAS, the City of Del Mar is committed to public safety and the protection of lives and property; and

WHEREAS, San Dieguito Drive is a private road in deteriorating condition and does not meet either City of Del Mar or County of San Diego standards, creating a public safety hazard.

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

1. The above recitals are true and correct; and
2. The Council hereby proposes the formation of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act"). The Council reserves the right to rescind this proposal at any time prior to the mailing of the ballots; and
3. The Landscaping and Lighting Act of 1972 authorizes the establishment of an assessment for, among other things, road improvement, maintenance, and repair, and the purpose of the proposed landscaping and lighting district shall be to improve San Dieguito Drive; and
4. The new landscaping and lighting district proposed in this Resolution is hereby given the distinctive designation of the "City of Del Mar – San Dieguito Drive Improvement District" (the "Assessment District"), which proposed landscaping and lighting district is primarily described as all properties in the City with a situs address on San Dieguito Drive and Oribia Road which use San Dieguito Drive for egress; and
5. It is proposed the Assessment District undertake the following improvements: installation of improvements to San Dieguito Drive, which may include but are not limited to, widening of the road, installation of curbs and gutters, repaving, landscaping, street frontages, drainage systems, lighting, fencing, and labor, materials, supplies, utilities and equipment, as applicable. Installation means the construction of road improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, landscaping, irrigation systems, sidewalks and drainage; and
6. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in

accordance with Article 4 of Chapter 1 of the Act and Article XIID of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk of the City of Del Mar for submission to the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 4th day of March, 2024.

Dave Druker, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, 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. 2024-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 4th day of March, 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

City of Del Mar
Resident Assessment Survey Information
San Dieguito Drive Improvements

1. Survey Regarding Proposed Resident Assessment District.

The City is surveying residents to gauge support for the creation of a resident assessment district to fund the resident portion of critical improvements to privately owned San Dieguito Drive. Answering the survey will not result in any financial obligation. The results of the survey will inform recommendations to be made by the City's engineering assessment services consultant (SCI) and staff on whether to proceed with the ballot process legally required by Proposition 218 to form an assessment district. The ballot process would give residents along San Dieguito Drive and Oribia Road the opportunity to vote for or against the creation of an assessment district to fund their portion of the project.

2. San Dieguito Drive is in Poor Condition.

San Dieguito Drive has not been well maintained and is in poor condition. Unless it is converted to a publicly maintained roadway, it is likely to continue to deteriorate. A poorly maintained roadway creates issues such as flooding and drainage issues, dangerous conditions for pedestrians and bicyclists, risk of damage to vehicles from potholes and other poor roadway conditions, and impacts public safety access, particularly Fire engines.

3. Residents Have Asked the City to Help.

Because San Dieguito Drive is a privately owned road, the private property owners along San Dieguito Drive are responsible for maintaining it. This maintenance is expensive, and San Dieguito Drive and Oribia Road residents have asked the City for its help going back decades. The City Council has shown interest in partnering with residents to complete the critical improvements by hiring SCI to evaluate and propose a methodology in which the City and residents would jointly contribute toward the cost of the work.

4. Mutual Benefits of Improvements to San Dieguito Drive.

Improvements to San Dieguito Drive will widen and enhance the roadway, providing better public safety vehicle access; provide new rolled curbs, gutter and important drainage improvements, preventing future flooding to private property; provide a safer path of travel for pedestrians and vehicles; transfer future road maintenance responsibilities to the City, relieving private property owners of this burden; potentially increase private property values, with certainty of a well maintained road and no future resident maintenance obligations.

5. Shared Cost of Improvements between City and Residents.

Although the City maintains a public access easement to use San Dieguito Drive, it is not responsible for maintaining or improving the privately owned road. However, the City can justify helping residents find a solution because public use of the road provides some public benefit. As a result, SCI is recommending the City pay approximately 70% of the improvement project costs and assume responsibility for the road going forward, if the residents are willing to pay for the remaining 30% of the improvement costs.

6. Opportunity to Coordinate with City Utility Undergrounding Project.

The City and residents agree that the most cost-effective and efficient way to improve San Dieguito Drive would be to do so at the same time as the City's upcoming utility undergrounding project. If there is sufficient support indicated by residents through this survey to move forward with a formal 218 process to form an assessment district, the projects would be publicly bid out together. If the assessment passes, the City would move forward with construction of the San Dieguito Drive Improvements project in conjunction with the undergrounding work in the area. If the assessment fails, the City will complete the utility undergrounding project only, leaving the responsibility for the cost of future improvements, maintenance, and repairs of San Dieguito Drive in the hands of property owners.

7. City Recommended to Fund Majority of Improvement Project Costs.

This project is currently estimated to cost \$1.3 million, with actual costs to be determined through the City's required competitive public bidding process. Although the City is not obligated to pay for these improvements, SCI is recommending the City pay approximately 70% of the total project cost based on an analysis of public benefit. The remaining 30%, or \$400,000, would be paid by property owners over a period of 20 years, at no interest.

8. Who will Participate and What Will it Cost?

SCI is recommending that residents on San Dieguito Drive and Oribia Road participate in a residential assessment district to fund the resident portion of the project. As those primarily responsible for San Dieguito Drive, the rate for each property along **San Dieguito Drive** would be approximately **\$889** per year. The rate for each property along **Oribia Road**, which uses San Dieguito Drive for access, would be 50% of that, or **\$445** per year. Assessment district voting would be weighted to reflect these proportional contributions.

9. Flexible Payment Options for Homeowners.

Property owners would be able to pay their share of the improvement costs in one payment up front with no pre-payment penalty, or they may pay the amount over 20 years at no interest. For those who choose to pay for the improvements over time, the annual amount due will be added as a line item on the property's annual property tax bill. The obligation would run with the property, not the individual property owner(s).

10. What is Required to Form an Assessment District?

Through a formal Proposition 218 ballot process, 50% + 1 of the participating property owners would need to vote in favor of forming an assessment district. The voting would be weighted to reflect 1 vote per property on San Dieguito Drive, and 0.5 vote per property on Oribia Road.

11. What Happens if the Assessment Doesn't Pass?

If residents fail to pass the assessment district providing for a resident contribution to the project costs, it is unlikely that the project will move forward. The City would complete the planned utility undergrounding project, and the proposed improvements to San Dieguito Drive would be deferred until such time that the residents could commit to paying a proportionate share of the costs.



CITY OF DEL MAR

IMPORTANT – ACTION REQUIRED

SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT - RESIDENT SURVEY

Please complete the following questions and return to sdd@delmar.ca.us no later than **Tuesday, February 20, 2024**. If you have questions, please use the email address above or call (858) 375-9531 to speak to staff. Only one survey should be submitted for each property.

Note: Deadline for submittal extended to March 11, 2024

1) Name of Homeowner:

2) Property Address:

The scope of work for the San Dieguito Drive Improvements Project includes widening and repaving San Dieguito Drive; new rolled curbs and gutters; drainage improvements; and the installation of minimal retaining walls where absolutely needed. The estimated project cost is \$1,300,000.

The City’s assessment engineering services consultant recommends the City pay approximately 70% of the total project cost based on an analysis of public benefit. The remaining 30%, or \$400,000, would be paid by property owners.

For San Dieguito Drive property owners, this would equate to an annual contribution of **\$889**; and **\$445** annually for property owners along Oribia Road. The amount would be paid through an assessment district over a 20-year period (no interest), or could be paid as a lump sum, one-time payment.

3) Would you be willing to pay the resident share for your property as described above? (Mark below with X).

Yes: _____

No: _____

4) If you answered No to #3, please explain why and what you would be willing to contribute to the project:



City of Del Mar Agenda Report

TO: Honorable City Council Members

FROM: Mayor Dave Druker and Deputy Mayor Terry Gaasterland, City Council Rail Subcommittee

DATE: March 4, 2024

SUBJECT: Creation of a LOSSAN Rail Realignment Advisory Taskforce and Adoption of a Resolution Memorializing City Council Guiding Principles for the LOSSAN Rail Realignment Project

REQUESTED ACTION/RECOMMENDATION:

The City Council Rail Subcommittee recommends that the City Council: 1) Adopt a Resolution (Attachment A) forming the LOSSAN Rail Realignment Advisory Taskforce (LOSSAN Taskforce) and its Charter (Exhibit A to Attachment A); 2) Appoint Mayor Druker and Deputy Mayor Gaasterland as the Council liaisons to the LOSSAN Taskforce; and 3) Adopt a Resolution (Attachment B) memorializing the adoption of and Council commitment to the Guiding Principles related to the Project (Exhibit A to Attachment B); and provide additional direction as may be needed.

BACKGROUND:

The Del Mar City Council has closely monitored the San Diego Association of Governments' (SANDAG) LOSSAN Rail Realignment project (Project) since public outreach began in 2020. The Project includes studying options for removing the rail line from the fragile Del Mar bluffs to an inland location by 2035 to secure the long-term reliability of the transit line. The Project has generated a high level of community concern and engagement. To date, the City Council has adopted a resolution in support of a robust public education (Attachment C) and outreach process along with City Council Guiding Principles (Exhibit A to Attachment B) specific to the Project.

On February 5, 2024, the City Council received a presentation from SANDAG that provided a recap of the work that has taken place to date on the Project, a summary of public feedback received, and information about the upcoming environmental review process. The first step in the environmental review process is the issuance of a Notice of Preparation (NOP) and an associated public scoping meeting. More specifically, the NOP is the preliminary step in the State's California Environmental Quality Act (CEQA) process that will determine the technical studies needed to develop an Environmental Impact Report (EIR) for the Project. The NOP is a public process that gives the public and stakeholders the opportunity to inform what alignment alternatives will be included in the environmental review, the environmental concerns and potential impacts to be studied, and the opportunity to provide general feedback, questions and comments about the Project.

City Council Action:

SANDAG plans to tentatively issue the NOP in April 2024, with a standard 30-day comment period. The comment period may be extended by SANDAG at their discretion in order to allow the City and other stakeholders adequate time to provide input. Staff anticipates that SANDAG may provide a 15-day extension (or potentially longer) to provide comment on the NOP, but that has not been established at this time.

DISCUSSION/ANALYSIS:

Formation of the LOSSAN Rail Realignment Project Advisory Taskforce

At the February 5, 2024, City Council meeting, the concept of creating a LOSSAN Rail Realignment Advisory Taskforce (LOSSAN Taskforce) was briefly discussed and supported by the City Council. There was Council consensus for Mayor Druker and Deputy Mayor Gaasterland, as the Council's Rail Subcommittee, to return with a proposal to form a citizen advisory taskforce to assist the City Council in preparing the City's official response to the NOP, advising the Council on resident concerns regarding the NOP, and to encourage community participation in the process.

As an initial task, the Taskforce would review the scope of the NOP to ensure it addresses the concerns that have been raised by the community (e.g., noise, vibrations, risks associated with freight/military munitions, acquisition of private property, alignments to be studied, etc.) and aligns with the Council's Guiding Principles for the Project, and draft a recommended City response to the NOP for the Council's consideration.

The Rail Subcommittee has developed a proposed charter for the LOSSAN Taskforce (Exhibit A to Attachment A) identifying its mission, scope, and membership. To accomplish the Taskforce's work in a timely manner, it is anticipated that they would meet weekly in compliance with the Brown Act, and would pause when the City's NOP response has been submitted to SANDAG. The Taskforce would be available to review any subsequent SANDAG revisions to the NOP or complete additional tasks related to the Project's environmental review process as determined and directed by the City Council. As envisioned, Mayor Druker would Chair the Committee and the Deputy Mayor Gaasterland would serve as the Vice Chair.

As proposed, the Taskforce would be made up of seven (7) members, five (5) voting members who are residents of Del Mar and two (2) ex-officio (non-voting) members from the Torrey Pines area in the City of San Diego, and to be recommended by San Diego Councilmember Joe LaCava for Council consideration for appointment. If the formation of the Taskforce is approved, staff will open a recruitment for the five (5) Del Mar resident voting Taskforce members. Appointments are tentatively scheduled for the April 1, 2024, City Council meeting.

As the Project goes through environmental review, design, and construction, the City anticipates that other City committees outside of the Taskforce, such as the Design Review Board, Traffic and Parking Advisory Committee, Lagoon Committee, and/or Parks and Recreation Committee, may be asked to review aspects of the Project that pertain to their Charters and advise the City Council.

Additional Actions Being Taken by the City

Council discussion and public comments at the February 5, 2024, City Council meeting focused on the City's efforts to engage effectively with SANDAG on the Project and ensure that SANDAG keeps the community informed as the Project progresses.

In addition to the proposed formation of the LOSSAN Taskforce, staff and the Rail Subcommittee are working with SANDAG to develop a schedule of important “check points” or key project milestones that provide opportunity for public input, such as the NOP and release of the EIR, to schedule presentations or City Council agenda items to ensure that the City Council and community receive timely updates from SANDAG staff on the Project when new substantive information is available and have the opportunity to provide input.

Further, staff and the Rail Subcommittee will be working with SANDAG to identify funding for the City to hire outside independent experts to represent the City’s interest in reviewing project reports and studies throughout the process. This would start with the review of the methodology to be used in the Project’s EIR. Staff and the Rail Subcommittee will keep the City Council and community updated on these efforts.

Resolution Memorializing the City’s Adoption of Guiding Principles related to the Project

On September 5, 2023, the City Council adopted Resolution 2023-33 (Attachment C), establishing that it is critically important to the City of Del Mar that SANDAG commit to engaging the public through every means possible to ensure a robust public participation process in which the public can participate fully, receive answers to questions, and provide feedback for consideration prior to decisions being made. On November 13, 2023, the City Council adopted nine (9) guiding principles to help clarify the City’s position with regard to the Project as well as provide guidance for any future decision(s) or position(s) to be taken by the City related to the Project. On December 18, 2023, the City Council amended the guiding principles to add a 10th principle related to the Fairgrounds (Exhibit A to Attachment B). To memorialize the adoption of the Guiding Principles related to the Project and reaffirm the City’s commitment to the principles therein, Mayor Druker and Deputy Mayor Gaasterland recommend the City Council adopt the Resolution included as Attachment B.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the 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 COUNCIL GOALS AND PRIORITIES:

City involvement in major SANDAG initiatives, including the LOSSAN Rail Realignment project, is a Tier 1 City Council priority.

ATTACHMENTS:

Attachment A - Resolution Forming the LOSSAN Rail Realignment Advisory Taskforce
Exhibit A to Attachment A- LOSSAN Rail Realignment Advisory Taskforce Charter
Attachment B - Resolution Memorializing the Guiding Principles
Exhibit A to Attachment B - Adopted Guiding Principles for the Project 12/18/2023
Attachment C – Resolution 2023-33 – Support for Robust Public Outreach & Education

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE LOSSAN RAIL REALIGNMENT ADVISORY TASKFORCE TO PROVIDE INPUT AND ADVISE THE CITY COUNCIL ON RESPONDING TO THE NOTICE OF PREPARATION (NOP) AND OTHER DOCUMENTS OR REPORTS TO BE ISSUED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR THE LOSSAN RAIL REALIGNMENT PROJECT

WHEREAS, the Los Angeles—San Diego—San Luis Obispo (LOSSAN) rail corridor stretches 351 miles from San Diego to Luis Obispo, connecting major metropolitan areas of Southern California and the Central Coast; and

WHEREAS, the San Diego region's segment of the LOSSAN corridor extends 60 miles from the San Diego County and Orange County border and passes over six coastal lagoons, Camp Pendleton, and the cities of Oceanside, Carlsbad, Encinitas, Solana Beach, and Del Mar before coming to its final destination in Downtown San Diego; and

WHEREAS, the San Diego Association of Governments (SANDAG) LOSSAN Rail Realignment Project (Project) is intended to study options to move the rail corridor off the fragile Del Mar bluffs to an inland location by 2035, and secure the long-term reliability of the transit line; and

WHEREAS, the Del Mar City Council has closely monitored the SANDAG Project since 2020 when SANDAG began public outreach for the Project; and

WHEREAS, the Project's Notice of Preparation (NOP) will be issued by SANDAG in approximately April 2024, with a public comment period of 30 days or longer if deemed necessary; and

WHEREAS, it is recognized that input from the Del Mar community will play a critical role in developing the City's formal response to the NOP and other project related activities as identified by the City Council; and

WHEREAS, in order to ensure issues and concerns raised by the public are addressed in the NOP, and that it comports to the Council's adopted Guiding Principles related to the Project, the City Council wishes to establish an ad-hoc LOSSAN Rail Realignment Advisory Taskforce (LOSSAN Taskforce) to convene once the NOP is released by SANDAG and pause once the City's NOP response has been submitted to SANDAG, with the Taskforce available to work on other Project related tasks as identified by the City Council; and

WHEREAS, the Charter for the formation of the LOSSAN Taskforce is attached as Exhibit "A"; and

WHEREAS, the establishment of a City committee or taskforce does not constitute a "project" under the definition set forth in 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the LOSSAN Rail Realignment Advisory Taskforce is hereby established as provided in Exhibit A "LOSSAN Rail Realignment Advisory Taskforce Charter."

BE IT FURTHER RESOLVED that the Taskforce will meet in full compliance with the California Open Meeting Laws.

BE IT FURTHER RESOLVED that the Taskforce shall be initially chaired by Mayor Druker and Deputy Mayor Gaasterland will initially serve as Vice Chair, which may be reviewed annually. The Taskforce shall select a Secretary who shall prepare meeting minutes and submit them to the full Taskforce for review and approval; upon approval, the minutes shall be submitted to the Administrative Services Department to become part of the City's records.

BE IT FURTHER RESOLVED that the Taskforce shall automatically dissolve when the environmental review process for the Project is complete, unless otherwise extended by City Council action.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 4th day of March, 2024

Dave Druker, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, 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. 2024-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 4th day of March, 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



LOSSAN RAIL REALIGNMENT ADVISORY TASKFORCE CHARTER

Mission & Work Program:

The LOSSAN Rail Realignment Advisory Taskforce (Taskforce) is charged with advising the City Council and making recommendations as to the City's official response to the Notice of Preparation (NOP) and other key documents or reports issued by the San Diego Association of Governments (SANDAG) for the LOSSAN Rail Realignment project (Project).

The Taskforce's initial Work Program is to develop a draft a recommended City response to the NOP to be considered by the City Council that: 1) Aligns with the Del Mar Guiding Principles regarding the LOSSAN Rail Realignment Project; 2) Addresses community concerns raised regarding the Project; and 3) Requests appropriate alternatives are studied as part of the Environmental Impact Report (EIR). If the NOP is revised after the NOP comment period, the Taskforce will review the revised NOP with respect to the three criteria above and advise the Council.

As directed by the City Council, the Taskforce may be assigned to review issues and topics related to the Project's environmental review process beyond advising on the City's response to the NOP, and provide recommendations to the Council.

Membership:

The Taskforce consists of seven (7) total members. Five (5) voting members must be residents of the City of Del Mar and two (2) ex-officio (non-voting) members must be residents of the City of San Diego Torrey Pines Community Plan area to be recommended by San Diego City Councilmember Joe LaCava and appointed by the Council.

Membership Term:

Members will serve on the Taskforce until the work is deemed complete and the Taskforce is dissolved by the City Council.

Meeting Requirements:

The Taskforce shall meet approximately weekly in full compliance with the Brown Act, starting after SANDAG's issuance of the NOP for the Project (anticipated in April 2024) and until the City's official response to the NOP has been submitted and this Taskforce work program item has been deemed complete. Following the City's response to the NOP, the Taskforce will meet as-needed and directed by the City Council.

Conflict of Interest Filing:

Members of the Taskforce are not required to file Conflict of Interest Filings due to the advisory nature of the Taskforce.

Status:

The City of Del Mar LOSSAN Taskforce is an ad-hoc citizen taskforce and will automatically be dissolved when the environmental review process for the Project is complete, unless extended by the City Council.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, MEMORIALIZING AND REAFFIRMING THE CITY COUNCIL ADOPTED GUIDING PRINCIPLES RELATED TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS LOSSAN RAIL REALIGNMENT PROJECT

WHEREAS, removing the rail line from the environmentally sensitive and fragile Del Mar Bluffs to an inland location by 2035 is a top priority for the City and the region; and

WHEREAS, the San Diego Association of Governments (SANDAG) will commence in Spring 2024 with environmental studies regarding the LOSSAN Rail Realignment Project (Project) which will relocate the railroad tracks off of the Del Mar Bluff; and

WHEREAS, on December 18, 2023, the City Council finalized ten (10) Guiding Principles related to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail realignment project, which were subsequently provided to SANDAG and are publicly available (Exhibit A); and

WHEREAS, many Del Mar residents have asked for the City Council to address certain concerns raised by the community including support for the evaluation of a tunnel underneath the San Dieguito Lagoon and River to the I-5 in the upcoming environmental study; opposition to eminent domain and the location of portals near private residences; and transportation of hazardous or unsafe materials through tunnels underneath residential homes.

NOW, THEREFORE, the City Council of Del Mar, California, does hereby resolve as follows:

SECTION 1. The City Council memorializes the adoption of and reaffirms their commitment to the City Council Guiding Principles Related to the LOSSAN Rail Realignment Project (Exhibit A).

SECTION 2. The City Council of the City of Del Mar opposes the use of eminent domain to acquire private property for the Project; and

SECTION 3. The City Council opposes portal locations near private residences; and

SECTION 4. The City Council opposes the movement of hazardous materials, munitions, or other such freight that presents a safety risk through tunnels underneath residential homes; and

SECTION 5. The City Council requests that SANDAG evaluate, and subsequently prepare an engineering design for, a tunnel underneath the San Dieguito Lagoon and River to the I-5 as part of the upcoming Environmental Impact Report (EIR); and

SECTION 6. That this resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, this 4th day of March, 2024.

Dave Druker, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KREITOR, 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 the Resolution No. 2024-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 4th day of March, 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

**CITY OF DEL MAR
GUIDING PRINCIPLES RELATED TO THE LOSSAN RAIL
REALIGNMENT PROJECT**

The City Council of the City of Del Mar endorses the following guiding principles regarding the San Diego Association of Governments (SANDAG) LOSSAN Rail Realignment Project. City Council adoption of these guiding principles establishes the City of Del Mar's official position regarding this important project. Comments by individual Councilmembers that conflict with these adopted guiding principles are not representative of the City's position.

- 1) Removing the rail line from the environmentally sensitive and fragile Del Mar Bluffs to an inland location by 2035 is a top priority for the City and the region.
- 2) The San Diego Association of Governments (SANDAG) must thoroughly explore all portal locations that eliminate impacts to, and the need for acquisition of, private property.
- 3) It is critically important that SANDAG engage the public through every means possible to ensure a robust public participation process in which the public can participate fully, receive answers to questions, and provide feedback for consideration prior to decisions being made.
- 4) The coming SANDAG studies must include a reasonable range of feasible alternative rail alignments, including the I-5 and proposed Fairgrounds alignments, and must also include a "no project" alternative as required by federal and state environmental laws.
- 5) An independent, forward-looking cost benefit analysis must be performed comparing the cost and benefits of the proposed final project to the alternatives, and should consider costs due to risks of bluff failure.
- 6) Del Mar expects to be intimately involved in the SANDAG study process with an opportunity to comment at each stage along the way.
- 7) Recognizing that elimination of the rail line is not within the power of the City of Del Mar, SANDAG, or the North County Transit District, Del Mar encourages those who want to advocate for closure of the rail line to address their comments to the federal and state governments who hold this authority and their respective representatives.
- 8) The City Council pledges to be open and transparent with the public regarding this important project and expects SANDAG to do the same.
- 9) In addition to the Coastal Commission requirements related to the Del Mar Bluffs 5 Project mitigation, the LOSSAN Rail Realignment Project should include removal of seawalls and the creation of a trail wherever the tracks are removed in Del Mar.
- 10) With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the Fairgrounds, and as a key stakeholder, the 22nd DAA must be proactively engaged by SANDAG throughout the process.

Council Adopted 11/13/2023; Amended 12/18/2023

RESOLUTION NO. 2023-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, EXPRESSING SUPPORT FOR THE SAN DIEGO ASSOCIATION OF GOVERNMENTS CONDUCTING A ROBUST PUBLIC OUTREACH AND PARTICIPATION PROCESS RELATED TO THE LOSSAN RAIL REALIGNMENT PROJECT

WHEREAS, the Los Angeles—San Diego—San Luis Obispo (LOSSAN) rail corridor is an intercity rail corridor supporting commuter, intercity, and freight rail services;

WHEREAS, this rail corridor is part of our region's economy and has a role in our nation's defense by providing direct rail access to several key military bases; and

WHEREAS, an approximately 1.5-mile portion of this rail line runs on a single track along the environmentally sensitive and fragile Del Mar bluffs; and

WHEREAS, the City has expressed strong support for the relocation of the rails to an inland location by the San Diego Association of Governments (SANDAG) as expeditiously as possible; and

WHEREAS, as part of the rail relocation effort, it is critically important that SANDAG comprehensively informs the public of the impacts of all realignment alternatives currently under consideration and facilitates a process that allows for robust public outreach and participation to determine the future placement of the rail line; and

WHEREAS, on July 24, 2023, representatives from SANDAG presented a plan for public outreach and participation to the Del Mar City Council related to the LOSSAN Rail Realignment Project; and

WHEREAS the City wishes to formally express support for SANDAG's public outreach plan and further encourages SANDAG to commit to engaging the public through every means possible to ensure a robust public participation process in which the public can participate fully, receive answers to questions, and provide feedback for consideration prior to decisions being made.

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

1. The above recitals are true and correct.
2. The City Council expresses support for SANDAG's public outreach plan and further encourages SANDAG to look for every opportunity possible to engage the public and ensure significant opportunities for public participation and feedback prior to the selection of a final rail realignment and throughout the process.
3. The City Council directs the City Manager to provide a copy of this Resolution to SANDAG.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held the 5th day of September, 2023.



Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:



Leslie E. Devaney, 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. 2023-33, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 5th day of September, 2023, by the following vote:

AYES: Mayor Martinez, Deputy Mayor Quirk, Councilmembers Druker, Gaasterland, and Worden
NOES: None
ABSENT: None
ABSTAIN: None



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



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Ashley Jones, City Manager
Karen Brindley, Planning and Community Development Director
Amanda Lee, Principal Planner

DATE: March 4, 2024

SUBJECT: Consideration of an Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve an Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association (Attachment A); and 2) Authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Del Mar (City) 6th Cycle Housing Element was adopted by the City Council on March 25, 2021, and ultimately certified by the State Department of Housing and Community Development (HCD) on May 31, 2023. In accordance with Housing Element Program 3A, the City is seeking to secure a one to two-acre site within the State Fairgrounds property for the development of at least 61 dwelling units for lower income households. Per the Housing Element, the City of Del Mar (City) is required to execute a binding agreement, such as the proposed Exclusive Negotiating Rights Agreement (ENRA), between the City of Del Mar (City) and 22nd District Agricultural Association (District) by April 2024. The District unanimously approved the ENRA at their Board meeting on February 20, 2024, and authorized Chief Executive Officer Carlene Moore to execute the Agreement on behalf of the District.

DISCUSSION/ANALYSIS:

Over the past year, City and District staff, along with respective legal counsel for each, have met frequently and engaged in negotiations to facilitate the development of a mutually acceptable agreement to lay out a process and schedule for selection of a development site on District property and to conduct related feasibility and due diligence activities necessary to develop a Ground Lease between the Parties. The agreement that has been drafted through this collaborative process for City Council and District Board consideration is an Exclusive Negotiating Rights Agreement, which is included with this report as Attachment A.

City Council Action:

The ENRA takes into consideration and provides a path toward accomplishing the City's goal of developing affordable housing on DAA property and compliments and supports the timing for the DAA's strategic initiatives, which will help inform ultimate selection of the development site on DAA property.

In conjunction with the District's master site planning process, the purpose of the ENRA is to identify a mutually agreeable site for the development of affordable housing; complete site due diligence; determine the scope/components of development; make a preliminary determination on the feasibility of the proposed development; and establish procedures and standards for the negotiation of a mutually acceptable long-term Ground Lease agreement for development of affordable housing. All of these activities and associated timelines for completion are detailed in the ENRA and Exhibit B to the ENRA.

The term of the ENRA will be for an initial twenty-four (24) month period, which will commence on April 15, 2024 and terminate on April 15, 2026, unless otherwise extended as provided for under the Agreement.

At the conclusion of the ENRA period, the City and DAA will have selected and confirmed the suitability of a site within the Fairgrounds property for development of at least 61 affordable housing units and negotiated the terms and conditions of a Ground Lease for consideration by the City, District, and State Department of General Services. Following approval of a Ground Lease by all parties, the City would initiate the developer selection process.

FISCAL IMPACT:

There is no 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:

This is a City Council identified Tier 1 (highest) priority work plan item.

ATTACHMENTS:

Attachment A – ENRA between the City and District

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Fairgrounds)

This Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair, horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be

willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

J. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

K. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

L. The purpose of this Agreement is to enable the Parties to implement a process to identify a site for developing the Affordable Development, as defined in Section 1.1(b) of this Agreement. During the Negotiating Period, the Parties will develop the scope for the Affordable Development.

M. The City and the District desire to enter into this Agreement after arm's length voluntary contract negotiations in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

N. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate any party to acquire or convey any portion of the Property, (ii) grant the City the right to

develop the Affordable Development, (iii) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and negotiations contemplated by this Agreement, or (iv) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations.

(a) During the Negotiating Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory Lease Agreement.

(b) During the Negotiating Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 Negotiating Period.

(a) The negotiating period (the "Negotiating Period") under this Agreement

shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial Negotiating Period, submit a written request to the District to extend the Negotiating Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District.

(b) If, by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been executed by the District and the City and is not on an agenda for approval by the Board, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

Section 1.3 Exclusive Negotiations.

(a) During the Negotiating Period (as such Negotiating Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity for the development or use of the prospective sites for an affordable housing project, other than the City (or an affiliate thereof), regarding development or use of the prospective sites to be evaluated for selection as the Development Site under Section 2.2 of this Agreement. This Section 1.3 shall not affect any other portion of the Property not identified under Section 2.2 of this Agreement as a prospective Development Site. After the District and the City select the Development Site, for the remaining portion of the Negotiating Period, the District shall negotiate only with the City regarding development or use of the Development Site for the Affordable Development and shall not solicit or entertain bids or proposals to do so. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the Negotiating Period, the City and District shall negotiate in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the CEO, or the CEO's designee. The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the CEO shall constitute the approval, consent, authorization, or waiver of the District without further action of the Board. By approving this Agreement, the Board has elected to delegate to the CEO the authority to approve, consent, authorize or waive and of the rights or obligations set forth in this Agreement. The City acknowledges that nothing in this Agreement shall prevent the Board from revoking or modifying any authority delegated to the CEO under this Agreement; any such revocation or modification shall not impact the validity of this Agreement.

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview.

To facilitate negotiation of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Lease Agreement before the expiration of the Negotiating Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the District agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

Section 2.5 Lease Terms.

(a) Concurrent with City's development of the Feasibility Analysis for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title

exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others hereunder. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the CEO may, in the CEO's sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial Negotiating Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial Negotiating Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the Negotiating Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way, related to, the activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the Negotiating Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the

Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the Negotiating Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the Negotiating Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the "Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of exclusive negotiations in accordance with the terms

hereof, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection therewith. Any Lease Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District: 22nd Agricultural District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City: City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Leslie E. Devaney, City Attorney

With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

CITY:

BY: _____
Carlene Moore, Chief Executive Officer

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
Rafael Yaquian, Goldfarb &
Lipman LLP

EXHIBIT A

FAIRGROUNDS SITE MAP

[TO BE INSERTED]

EXHIBIT B

SCHEDULE

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024.
Commencement of Negotiating Period	April 15, 2024.
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024.
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of this Agreement).
District and City pursue legislative authority to extend lease for up to 99 years.	No later than December 31, 2024.
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than December 31, 2024.
District to provide City with prospective development sites.	No later than December 31, 2024.
City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than January 15, 2025.
City prepares a proposed a conceptual development program.	No later than July 1, 2025.
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Negotiating Period	April 15, 2026, unless extended pursuant to Section 1.2(a).

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]