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# Del Mar City Council Meeting 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.***

## Regular Meeting

Monday, June 2, 2025 at 4:30 PM

**Terry Gaasterland**  
Mayor

**Tracy Martinez**  
Deputy Mayor

**Dan Quirk**  
Council Member

**John W. Spelich**  
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](mailto:cityclerk@delmar.ca.us). The deadline to submit written comments is 12 p.m. on the day of the meeting and the subject line of your email should clearly state the agenda item you are commenting on.

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

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

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

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

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

- V. COMMUNITY ANNOUNCEMENTS
- VI. CITY MANAGER'S REPORT
- VII. PRESENTATIONS
  - 1. **Proclamation Honoring Linda Chisari as the Del Mar Community Connections Volunteer of the Year**

Recommended Action: Mayor Terry Gaasterland will present a proclamation to Linda Chisari.

Reference: Clerk's File No. 1201-5

- VIII. 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.

**2. Approval of Minutes: May 19, 2025 Regular and Special Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

**3. Ratification of List of Demands dated June 2, 2025**

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

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

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

**5. Second Reading and Adoption of an Ordinance to Accept California Coastal Commission (CCC) Modifications to the Senate Bill 9 Implementation Ordinance No. 996 Adopted by the City Council on June 19, 2023, to Amend the Del Mar Municipal Code and Local Coastal Program for Consistency with the April 9, 2025, Coastal Commission Conditional Certification Decision Relating to Two-Unit and Urban Lot Split Development in Single Dwelling Unit Residential Zones**

Recommended Action: Staff recommends the City Council adopt the Senate Bill 9 (SB 9) Ordinance (Attachment A) to accept changes required by the California Coastal Commission as a condition of final certification of the Local Coastal Program Amendment (LCPA) for consistency with the April 9, 2025, California Coastal Commission conditional certification decision.

Reference: Clerk's File No. 401-4, 401-9

**6. Amendment to Agreement with True North Compliance Services, Inc. for Building and Safety Services**

Recommended Action: Staff recommends the City Council: 1) Approve the First Amendment to the Agreement with True North Compliance Services, Inc. (Attachment A) for Building and Safety Services extending the term for an additional five-year period ending June 30, 2030; and 2) Authorize the City Manager to execute the Amendment.

Reference: Clerk's File No. 406-1

**7. Agreement for Audit Services**

Recommended Action: Staff recommends the City Council: 1) Approve a professional services agreement with Davis Farr, LLP (Attachment A) to provide audit services to the City for an initial three-year period effective July 1, 2025, through June 30, 2028; and 2) Authorize the City Manager to execute the agreement and any subsequent term extension amendments provided in the agreement contingent upon satisfactory performance by the consultant.

Reference: Clerk's File No. 406-1

**8. Restructuring the Sale of Reclaimed Water to the 22nd District Agricultural Association**

Recommended Action: Staff recommends the City Council: 1) Adopt a Resolution (Attachment A) to Rescind Resolution 2000-19 Adopting Rules and Regulations for Recycled Water Service; 2) Approve an Agreement with the San Elijo Joint Powers Authority Regarding Delivery of Reclaimed Water and Delegation of Responsibilities Under the Water Recycling Act of 1991 (Attachment B); 3) Approve the Fourth Amendment to the Reclaimed Water Sales Agreement with the San Elijo Joint Powers Authority and the 22nd District Agricultural Association (Attachment C); and 4) Authorize the City Manager to execute the Agreement and the Fourth Amendment.

Reference: Clerk's File No. 406-1

**9. Fiscal Year 2025-2026 Senate Bill 1 Funding for the City's Pavement Management Program**

Recommended Action: Staff recommends that the City Council adopt a Resolution (Attachment A) establishing the list of Fiscal Year (FY) 2025-2026 projects to be funded by Senate Bill 1 (SB1) from the State of California.

Reference: Clerk's File No. 401-7, 803-3

**10. Award of Construction Contract to Portillo Concrete, Inc. for the 2025 Asphalt Roadway Repairs**

Recommended Action: Staff recommends the City Council: 1) Award a \$60,000 construction contract to Portillo Concrete, Inc. (Attachment A) for the 2025 Asphalt Roadway Repairs project; and 2) Authorize the City Manager to execute the contract.

Reference: Clerk's File No. 406-1

**11. Proposal for Phase II of the Temporary Sculpture Program**

Recommended Action: Staff recommends that the City Council: 1) Authorize the City Manager to sign the Memorandum of Understanding (MOU) between the City and Del Mar Foundation (Foundation) (Attachment A) for Phase II of the City's Temporary Outdoor Sculpture Program (Program); and, 2) Approve the five art sculptures, plus one alternate, proposed by the Foundation for Council consideration and approval (Attachment B).

Reference: Clerk's File No. 1202-5, 1202-11

**IX. PUBLIC HEARING**

**12. Introduction of an Ordinance Adopting an Updated Fire Hazard Severity Zone Map for the City of Del Mar**

Recommended Action: Staff recommends that the City Council introduce an Ordinance (Attachment A) amending the Del Mar Municipal Code to add Section 10.04.015 reflecting local adoption of the Del Mar Fire Hazard Severity Zones Map (FHSZ Map) to designate Moderate, High, and Very High Fire Hazard Severity Zones (Exhibit 1 to Attachment A) to comply with the requirements of California Government Code Section 51179.

Reference: Clerk's File No. 401-4, 401-9

**X. COUNCIL MEETING RECESS**

**XI. CITY COUNCIL OTHER BUSINESS**

**13. Consideration of an IBank Borrower's Resolution Related to Undergrounding Program Financing**

Recommended Action: Staff recommends the City Council: 1) Receive a presentation from City staff regarding updated Measure Q cashflow information; 2) Identify the maximum loan amount to be considered by IBank; and 3) Approve the Borrower's Resolution required by IBank for Undergrounding Financing (Attachment A).

Reference: Clerk's File No. 1001-2

**14. Discussion of Regulations for Bicycles, Including Electric Bicycles, in the City of Del Mar**

Recommended Action: Staff recommends that the City Council discuss and provide direction to staff on proposed regulations for bicycles, including e-bikes, on trails and sidewalks in the City of Del Mar.

Reference: Clerk's File No. 401-4, 401-9

**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. Clean Energy Alliance JPA (CEA) Board of Directors (Spelich/Gaasterland)
- B. CSA-17 Ambulance District Advisory Board (Martinez/Quirk)
- C. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Martinez/Spelich)
- D. League of California Cities – San Diego Chapter (Gaasterland/Martinez)
- E. North County Transit District (NCTD) (Martinez/Spelich)
- F. Regional Solid Waste Association (Spelich/Quirk)
- G. San Diego Association of Governments Board (SANDAG)  
(Gaasterland/Martinez/Spelich)
- H. SANDAG Borders Committee
- I. SANDAG Regional Planning Committee
- J. SANDAG Shoreline Preservation Working Group  
(Spelich/Gaasterland/Martinez)
- K. SANDAG LOSSAN Executive Task Force (Gaasterland/Martinez)
- L. San Diego Metropolitan Wastewater Commission/JPA (Worden)
- M. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee  
(Gaasterland/Martinez)
- N. Other Regional Organization Reports

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

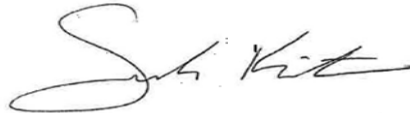
XIV. UPCOMING AGENDA ITEMS

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](http://www.delmar.ca.us) for City Council Agendas.

<b>June 16, 2025</b>
LRA Fire Map/Ordinance (2nd Reading)
First Amendment to San Diego Humane Society Agreement to Adjust for Public Fees
EP25-050: Approval of Long-Term Major EP for Repair and Refinishing of a Wall and Railing
FY 2025-26 and 2026-27 Two-Year Budget Adoption
City's Response to Updated NOP for San Diego LOSSAN Rail Realignment Project
Recap of Shores Park Master Planning Effort and Next Steps

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 May, 2025 at approximately 4:30 p.m.



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

5/29/2025

Date



**CITY OF DEL MAR  
CITY COUNCIL REGULAR MEETING MINUTES  
MAY 19, 2025  
City of Del Mar Town Hall  
1050 Camino del Mar, Del Mar California 92014**

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

**CALL TO ORDER**

Mayor Gaasterland called the Regular Meeting to order at 4:31 p.m.

**ROLL CALL**

Present: Mayor Terry Gaasterland (arrived at 5:30p.m. due to a work conflict); Deputy Mayor Tracy Martinez; Councilmembers Dan Quirk and John Spelich

**CITY ATTORNEY CLOSED SESSION REPORT**

City Attorney Leslie Devaney reported on the April 21, May 13, and May 19, 2025, Closed Session Meetings. For April 21, 2025, she reported that the Council met with Special Counsel in Closed Session following open session from 9:30 p.m.-10:00 p.m. related to significant exposure to litigation concerning risks to the City for possible violations of the City Manager's employment contract from public statements by Councilmember Quirk. Councilmember Quirk did not attend any part of the Council Session. While there is no required reportable action under the Brown Act, the remaining members (Mayor Gaasterland, Deputy Mayor Martinez, and Councilmember Spelich) wish to advise that following a thorough briefing from Special Counsel, they authorized Special Counsel Gonzalez-Moises to send out a detailed cease and desist letter to Councilmember Quirk on Monday, April 28, 2025, that was posted on the City's website along with the e-mails revised by Special Counsel from which she made her recommendation. The vote was 2-0-1 with Mayor Gaasterland abstaining.

City Attorney Devaney reported that there were no recusals, absences, or reportable actions for the May 13, 2025, Closed Session.

Lastly, City Attorney Devaney reported that there was not a quorum for the May 19, 2025, Closed Session, and that Deputy Mayor Martinez and Councilmember Spelich received a briefing from the City Attorney's Office on Item A. No action was taken.

**PLEDGE OF ALLEGIANCE**

Deputy Mayor Martinez led the Pledge of Allegiance.

**PUBLIC ORAL COMMUNICATIONS**

Deputy Mayor Martinez opened public oral communication:

1. Rose Ann Sharp
2. Shirli Weiss
3. Diana Kutlow representing Senator Blakespear

4. Kristine Schindle  
Deputy Mayor Martinez closed public oral communication.

**CITY COUNCIL COMMUNITY ANNOUNCEMENTS**

None.

**CITY MANAGER’S REPORT**

City Manager Ashley Jones reported that the Del Mar Fire Department will hold a Wildfire Prevention and Preparedness Workshop on Tuesday, May 20, 2025, at 5:30 p.m. in the Town Hall; the San Diego Association of Governments (SANDAG) issued a revised Notice of Preparation for the San Diego LOSSAN Rail Realignment Project, and related public scoping meeting on May 29, 2025, at 6:00 p.m. at The Sound located at the Del Mar Fairgrounds; the City’s Powerhouse Park Tot Lot Renovation Project selection for the 2025 ASCE San Diego Section Award for Outstanding Small Project and acknowledged the hard work for Project Manager Karen Falk who accepted the award on behalf of the City; the community survey related to ADU’s is closing on May 28, 2025; and the successful Bike Anywhere Day held on May 15, 2024.

**PRESENTATIONS**

**ITEM 1: PRESENTATION ON THE 2025 SAN DIEGO COUNTY FAIR (CLERK’S FILE NO. 1502-10)**

Deputy Mayor Martinez introduced the item. A presentation was provided by Del Mar Fairgrounds Chief Executive Officer Carlene Moore.

City Council questions and discussion focused on where the season pass can be purchased; excitement about the expansion of the garden show; and traffic control plan and signage.

There were no public speakers for this 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. Item 5 was pulled by Councilmember Quirk for discussion.

**IT WAS MOVED BY COUNCILMEMBER SPELICH, SECONDED BY DEPUTY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 2-4 AND 6-9. (VOTE 3-0 WITH MAYOR GAASTERLAND ABSENT)**

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

**ITEM 2: APPROVAL OF MINUTES: APPROVAL OF MINUTES: APRIL 21, 2025 REGULAR AND SPECIAL MEETING, MAY 13, 2025 SPECIAL MEETING (CLERK’S MINUTES BOOK)**

Council approved the minutes, on consent.

**ITEM 3: RATIFICATION OF LIST OF DEMANDS, DATED MAY, 19, 2025 (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 TASK ORDER WITH MICHAEL BAKER INTERNATIONAL FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM-LEVEL ENVIRONMENTAL IMPACT REPORT (CLERK'S FILE NO. 406-1)**

The item was pulled from the consent calendar for a brief presentation from Management Analyst Nestor Machado. Council questions focused on clarification of the scope related to the undergrounding district Utility Undergrounding District X1A (Crest Canyon); California Environmental Quality Act (CEQA) exemptions from roadway and water work; whether the City has done Programmatic Environmental Impact Reports (PEIR) in the past; process for completing a programmatic EIR prior to all project details being known; timeline for PEIR completion and presentation to Council; City's process for hiring environmental and engineering professional services; and request from one Councilmember to receive the term expiration date for the Michael Baker International (MBI) agreement and City expenditure to date with MBI.

Deputy Mayor Martinez opened public oral communication, and Kristine Schindle spoke. Deputy Mayor Martinez closed public oral communications.

**IT WAS MOVED BY COUNCILMEMBER SPELICH, SECONDED BY DEPUTY MAYOR MARTINEZ TO APPROVE A \$267,028 TASK ORDER WITH MICHAEL BAKER INTERNATIONAL (MBI) TO PREPARE A PROGRAM-LEVEL ENVIRONMENTAL IMPACT REPORT (PEIR) FOR THE CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE TASK ORDER. (VOTE 3-0-1 WITH MAYOR GAASTERLAND ABSENT)**

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

**ITEM 6: CONTINUED FROM MAY 5, 2025: SECOND READING AND ADOPTION OF AN ORDINANCE TO ACCEPT CALIFORNIA COASTAL COMMISSION (CCC) MODIFICATIONS TO ORDINANCE NO. 1002 ADOPTED BY THE CITY COUNCIL ON DECEMBER 18, 2023, TO AMEND DEL MAR MUNICIPAL CODE (DMMC) CHAPTERS 30.91 (ACCESSORY DWELLING UNIT REGULATIONS) AND 30.75 (COASTAL DEVELOPMENT PERMITS) IN THE LOCAL COASTAL PROGRAM (LCP) FOR CONSISTENCY WITH THE MARCH 13, 2025, CCC CONDITIONAL CERTIFICATION DECISION (CLERK'S FILE NO. 303-1, 401-4, 401-9)**

Council adopted Ordinance 1017, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE DEL MAR MUNICIPAL CODE (ZONING CODE) CHAPTER 30.91 ACCESSORY DWELLING UNIT (ADU) REGULATIONS AND CHAPTER 30.75 COASTAL DEVELOPMENT PERMIT REGULATIONS AS ADOPTED BY PROSPECTIVE ORDINANCE NO. 1002; ALL RELATING TO AMENDMENTS REQUIRED BY THE CALIFORNIA COASTAL COMMISSION AS A CONDITION OF APPROVAL FOR THE CITY TO OBTAIN FINAL

CERTIFICATION OF THE ADU ORDINANCE FOR IMPLEMENTATION OF THE 6TH CYCLE HOUSING ELEMENT PROGRAMS 2F (TINY HOMES) AND 6B (AFFIRMATIVELY FURTHERING FAIR HOUSING)", on consent.

**ITEM 7: APPOINTMENT TO THE SUSTAINABILITY ADVISORY COMMITTEE (CLERK'S FILE NO. 401-5)**

Council reappointed Valerie Dufort-Roy as a voting member on SAC to serve a full three-year term beginning on May 19, 2025, and ending on May 31, 2028, on consent.

**ITEM 8: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 IMPLEMENTATION PLAN (CLERK'S FILE NO. 401-8)**

Council adopted Resolution 2025-09 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 IMPLEMENTATION PLAN"; and authorized the City Manager to amend the Title VI Implementation Plan as-needed to ensure continued future compliance with statutory requirements, on consent.

**ITEM 9: ACCEPTANCE OF 2024 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS (CLERK'S FILE NO. 201-3)**

Council accepted \$5,851 in grant funds from the Fiscal Year (FY) 2024 State Homeland Security Program (SHSP) for the purchase of individual thermal imaging cameras and rescue equipment for the Del Mar Fire Department; and authorized the City Manager to execute the necessary grant documents, on consent.

**COMMISSION AND COMMITTEE INTERVIEWS**

**ITEM 10: DESIGN REVIEW BOARD INTERVIEWS AND APPOINTMENT (CLERK'S FILE NO. 401-5)**

An introduction to the item was provided by Mayor Gaasterland. A presentation was provided by Administrative Services Manager Krietor. The Council interviewed the candidates to fill two vacant seats on the Design Review Board (DRB).

The Council unanimously voted to reappoint Tina Thomas to serve a second full four-year term as a voting member on the Design Review Board beginning June 1, 2025, and expiring on June 30, 2029.

The Council voted twice and both times candidate Steve Mitgang received two votes from Mayor Gaasterland and Councilmember Quirk and candidate Adam Wallace received two votes from Deputy Mayor Martinez and Councilmember Spelich. As neither candidate received the required three affirmative votes to be appointed, Council consensus was to reopen the vacancy to solicit additional interest.

**PUBLIC HEARING**

**ITEM 11: INTRODUCTION OF AN ORDINANCE TO ACCEPT CALIFORNIA COASTAL COMMISSION (CCC) MODIFICATIONS TO THE SENATE BILL 9 IMPLEMENTATION ORDINANCE NO. 996 ADOPTED BY THE CITY COUNCIL ON JUNE 19, 2023, TO AMEND THE DEL MAR MUNICIPAL CODE AND LOCAL COASTAL PROGRAM FOR CONSISTENCY WITH THE APRIL 9, 2025, COASTAL COMMISSION CONDITIONAL**

**CERTIFICATION DECISION RELATING TO TWO-UNIT AND URBAN LOT SPLIT DEVELOPMENT IN SINGLE DWELLING UNIT RESIDENTIAL ZONES (CLERK'S FILE NO. 401-4, 401-9)**

A presentation was provided by Principal Planner Amanda Lee. Planning and Community Development Director Karen Brindley was available to answer questions.

Council questions focused on advantages of completing a lot split under Senate Bill 9 (SB 9); appreciation to staff for their work on this item; and California Coastal Commission (CCC) clarifications being considered for adoption.

There were no public speakers for this item.

**IT WAS MOVED BY MAYOR GAASTERLAND, SECONDED BY DEPUTY MAYOR MARTINEZ TO 1) CONFIRM STAFF'S DETERMINATION THAT THIS ACTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15378 AND GOVERNMENT CODE SECTIONS 65852.21(J) AND 66411.7(N) BECAUSE THE ADOPTION OF AN ORDINANCE TO IMPLEMENT SB 9 IS NOT CONSIDERED A PROJECT UNDER DIVISION 13 OF THE PUBLIC RESOURCES CODE; AND 2) INTRODUCE AN ORDINANCE TO ACCEPT CHANGES REQUIRED BY THE CCC AS A CONDITION OF FINAL CERTIFICATION OF THE LOCAL COASTAL PROGRAM AMENDMENT (LCPA), WHICH AMENDS THE CALIFORNIA SENATE BILL 9 (SB 9) IMPLEMENTATION ORDINANCE NO. 996 PREVIOUSLY ADOPTED BY THE CITY COUNCIL ON JUNE 19, 2023, THAT ADDED NEW DEL MAR MUNICIPAL CODE (DMMC) CHAPTERS 23.07, 24.66, AND 30.93 AND AMENDED DMMC CHAPTERS 30.10, 30.11, 30.12, 30.13, 30.14, 30.15, AND 30.75. THE PROPOSED ORDINANCE WOULD FURTHER AMEND DMMC CHAPTERS 23.07, 24.66, 30.13, 30.15, AND 30.93 FOR CONSISTENCY WITH THE APRIL 9, 2025, CCC CONDITIONAL CERTIFICATION DECISION. (VOTE 4-0)**

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

**ITEM 12: CONTINUED FROM APRIL 21, 2025: REQUEST TO ADOPT A MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM; AND TO APPROVE REVISION MAP RM22-001 AND COASTAL DEVELOPMENT PERMIT CDP24-012 RELATED TO AMENDING RECORDED PARCEL MAP (TPM-77-03) FOR PURPOSES OF REDUCING THE AREA OF AN EXISTING SCENIC EASEMENT ON THE PROPERTY LOCATED AT 1201 CUCHARA DRIVE, DEL MAR.**

**APPLICANT/OWNER: MARK AND LAURA WEBER TRUST DATED APRIL 4, 2009  
ASSESSOR PARCEL NUMBER (APN): 300-143-38-00  
PROPERTY LOCATION: 1201 CUCHARA DRIVE, DEL MAR**

**(CLERK'S FILE NO. 301-18)**

Administrative Services Manager/City Clerk Krietor read the procedure for the hearing. A presentation was provided by Associate Planner Jean Crutchfield.

Council disclosures were as follows: Councilmember Quirk had no disclosures; Councilmember Spelich disclosed he spoke with Assistant City Attorney Wendy House; Deputy Mayor Martinez disclosed that she visited the property but did not speak to the resident; and Mayor Gaasterland disclosed that she

visited the property from the street and reviewed the relevant section of the City's Community (General) Plan.

Council questions focused on the largest structure the applicant could build in the new building area if the home was demolished; clarification on how the proposed map amendment may be affected by potential future SB 9 legislative changes; whether the vacated alley adjacent to this property is privately owned; why the applicable section of the Community Plan is labeled section L; and clarification on the lot coverage permitted on this lot.

Mayor Gaasterland opened the public hearing and the applicant Mark Weber and his representative Randy Brown with Sowards and Brown Engineering, Inc. provided a presentation.

Mayor Gaasterland opened the item to public comment and Michael Qualatone spoke. Mayor Gaasterland closed public oral communication.

The applicant Mark Weber and his representative Randy Brown had a five-minute rebuttal.

Mayor Gaasterland closed the public hearing.

Council discussion focused on the time and cost to the applicant to go through this process; whether SB 9 will be applicable to this property in the future; whether Councilmembers could make the required findings in order to approve the map amendment; concern about the enforceability of provisions and commitments offered by the applicant consistent with the Planning Commission's recommendations; clarification on the size of a permissible ADU on the subject property; letters submitted from neighboring properties; and whether a covenant would be legally binding on future property owners.

**IT WAS MOVED BY MAYOR GAASTERLAND, SECONDED BY COUNCILMEMBER QUIRK, WITH A FRIENDLY AMENDMENT BY MAYOR GAASTERLAND AND ACCEPTED BY COUNCILMEMBER QUIRK THAT FINDINGS 1-4 HAVE BEEN MET; TO ADOPT THE MND, AND APPROVE THE MAP AMENDMENT, INCLUDING THE RECORDING OF A COVENANT AS OFFERED BY THE PROPERTY OWNER. (VOTE 2-2, WITH DEPUTY MAYOR MARTINEZ AND COUNCILMEMBER SPELICH OPPOSED – MOTION FAILED)**

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

**COUNCIL MEETING RECESS:**

The City Council took a meeting recess from approximately 8:35 to 8:55 p.m.

**CITY COUNCIL OTHER BUSINESS**

**ITEM 13: INITIAL CONSIDERATION OF AN APPEAL OF THE DESIGN REVIEW BOARD'S APPROVAL OF DESIGN REVIEW PERMIT (DRB24-006)  
PROJECT APPLICANT/PROPERTY OWNER: LISA PARNELL, FOOTER RESIDENCE TRUST  
PROJECT APPELLANTS: JULIE AND DAVID FOUQUET  
PROJECT LOCATION: 483 AVENIDA PRIMAVERA (APN: 299-290-04-00)  
(CLERK'S FILE NO. 301-5)**

Administrative Services Manager Krietor read the initial consideration procedure. A presentation was provided by Associate Planner Jean Crutchfield. Planning and Community Development Director Karen Brindley and Principal Planner Matt Bator were available to answer questions.

Councilmember Quirk had no disclosures. Councilmember Spelich disclosed that he read the report. Deputy Mayor Martinez disclosed that she walked by the property. Mayor Gaasterland disclosed that she visited the property and had a phone conversation with the appellant's tenant.

The appellant Julie Fouquet provided comments on why she felt the appeal should be set for a de novo hearing. The applicant's representative Jim Sneed provided comments on why he and the applicant felt the matter should not be set for de novo hearing.

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

- 1) Ralph Keeling
- 2) Emily Takahaski
- 3) Joseph Nickerson

Mayor Gaasterland closed the item to public comment.

Mayor Gaasterland and Deputy Mayor Martinez indicated they would like to set the item for a de novo hearing. Council directed staff to set the item for de novo hearing at the next available meeting and to notify the parties involved.

**ITEM 14: COUNCIL GOALS AND PRIORITIES RECAP (CLERK'S FILE NO. 401-1)**

City Manager Jones provided a brief overview and suggested the City Council consider continuing the item to the City Council Budget Workshop on May 27, 2025, at 1:00 p.m., which was unanimously supported by the Council.

**ITEM 15: INITIAL RECOMMENDATIONS FROM THE COMMITTEE STREAMLINING TASKFORCE (CLERK'S FILE NO. 401-5)**

An introduction to the item was provided by Mayor Gaasterland and Deputy Mayor Martinez. A presentation was provided by Senior Management Analyst Kseniia Izgarskaia.

Council questions and discussion focused on preferred language related to the Traffic and Parking Advisory Committee (TPAC) business representative seat; desire to maintain one ex-officio position on the Sustainability Advisory Committee (SAC) and related revisions to Council Policy 200; and rationale for the Subcommittee's recommendations.

There were no public speakers for the item.

**IT WAS MOVED BY COUNCILMEMBER QUIRK, SECONDED BY MAYOR GAASTERLAND TO 1) ADOPT RESOLUTION 2025-10 AS REVISED TO MAINTAIN ONE EX-OFFICIO POSITION ON THE SAC, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING COUNCIL POLICY 200 COMMITTEES - CITY COUNCIL ADVISORY COMMITTEES, BOARDS, AND COMMISSIONS TO IMPLEMENT CHANGES TO THE COMMITTEE STRUCTURE RELATED TO MEMBERSHIP CATEGORIES, COMMITTEE SIZE, AND MEETING FREQUENCY AND DIRECTING CITY CLERK TO AMEND ADVISORY COMMITTEE CHARTERS"; 2) ADOPT RESOLUTION 2025-11, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, DISSOLVING THE ARTS ADVISORY COMMITTEE"; 3) APPROVE BI-ANNUAL AND OTHERWISE AS-NEEDED MEETING SCHEDULE FOR THE TRAFFIC AND PARKING ADVISORY**

**COMMITTEE; 4) DIRECT STAFF TO RETURN TO THE CITY COUNCIL WITH AN ORDINANCE TO ELIMINATE EX-OFFICIO POSITIONS ON THE DESIGN REVIEW BOARD; AND 5) DIRECT STAFF TO MAKE MINOR EDITS TO COUNCIL POLICY 200. (VOTE 4-0)**

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

**ITEM 16: FISCAL YEAR 2025-2026 ADVISORY COMMITTEE WORK PLANS (CLERK'S FILE NO. 401-5)**

A presentation was provided by Senior Management Analyst Izgarskaia.

Council questions and discussion focused on general support for the proposed work plans and the process for committee's to develop and approve work plans annually for City Council consideration.

There were no public speakers for the item.

**IT WAS MOVED BY COUNCILMEMBER QUIRK, SECONDED BY MAYOR GAASTERLAND TO APPROVE THE FISCAL YEAR 2025-2026 ADVISORY COMMITTEE WORK PLANS AS INCLUDED IN THE AGENDA REPORT. (VOTE 4-0)**

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

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

None.

**ADJOURNMENT**

Mayor Gaasterland adjourned the meeting at 9:30 p.m.

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Sarah Krietor, Administrative Services  
Manager/City Clerk



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

**MAY 19, 2025**

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

**CALL TO ORDER**

The special meeting had a scheduled start time of 3:30 p.m. However, with the absence of Mayor Gaasterland and Councilmember Quirk, the City Attorney determined that there was no quorum to convene a closed session meeting and therefore only a briefing with the members present would be possible. The briefing with legal counsel started at approximately 3:30 p.m.

**ROLL CALL**

Present: Deputy Mayor Tracy Martinez and Councilmember John Spelich.

Absent: Mayor Gaasterland and Councilmember Dan Quirk.

**CLOSED SESSION**

- A) Conference with Legal Counsel - Significant Exposure to Litigation  
Number of Cases: One  
Description: Weber parcel map amendment  
Authority: Government Code Section 54956.9(d)(2)  
Reportable Action: None.

**ADJOURNMENT**

No formal closed session meeting occurred. The legal briefing with two Councilmembers as described above concluded at approximately 4:20 p.m.

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Sarah Krietor, Administrative Services Manager/  
City Clerk



**LIST OF DEMANDS**  
**CITY OF DEL MAR**  
*for*  
**City Council Meeting**  
**June 2, 2025**

Vendor Payment Checks	\$ 280,053.58
VOIDS	-
Electronic Fund Transfers (EFT)	880,648.95
Electronic Wires	108,796.19
Total	<u><u>\$ 1,269,498.72</u></u>

Approved by: 

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

Date: 5/28/25

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

\_\_\_\_\_  
Terry Gaasterland  
Mayor

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

Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
6821	5/13/2025	kay01	ADAM KAYE	APR-25	4/28/2025	COMM SRVCS APR	4,500.00	4,500.00
		Voucher:	6821					
6822	5/13/2025	bak09	BAKER ELECTRIC	05072025	5/7/2025	PARKING REFUND	200.00	200.00
		Voucher:	6822					
6823	5/13/2025	cal81	CALLTOWER INC	202506721	4/25/2025	TELEPHONE MAY	336.49	336.49
		Voucher:	6823					
6824	5/13/2025	civ02	CIVIC SOLUTIONS INC	105758	4/1/2025	CONSULTING SRVCS MAR	1,896.00	1,896.00
		Voucher:	6824					
6825	5/13/2025	coa21	COAST NEWS GROUP	00156835	4/25/2025	AD - PUBLIC HEARING	406.88	
		Voucher:	6825	00156840	4/25/2025	AD - ORDIN INTRO	81.38	
				00156843	4/25/2025	AD - ORDIN ADOPT	108.50	596.76
6826	5/13/2025	cor11	CORODATA MEDIA STORAGE	DS1311579	4/23/2025	STORAGE SRVCS APR/MAY FINA	471.34	471.34
		Voucher:	6826					
6827	5/13/2025	cor22	CORVEL CORPORATION	1811770	4/18/2025	MED MAINT - APR	250.00	250.00
		Voucher:	6827					
6828	5/13/2025	del02	DEL MAR BLUE PRINT CO, IN	615930	1/31/2025	SCANNING SRVCS CS	68.30	
		Voucher:	6828	621800	4/30/2025	PRINTING SRVCS CS	60.14	128.44
6829	5/13/2025	dix01	DIXIELINE LUMBER CO	06-059065	4/23/2025	OPERATING SUPP PW	8.11	8.11
		Voucher:	6829					
6830	5/13/2025	mic11	MICHAEL BAKER INTERNATI	1246395	4/24/2025	CITY ENGR SRVCS MAR	69,608.01	69,608.01
		Voucher:	6830					
6831	5/13/2025	red04	REDFLEX TRAFFIC SYSTEM	INV0098887	4/30/2025	RED LIGHT CAMERA APR	5,283.00	5,283.00
		Voucher:	6831					
6832	5/13/2025	san12	SAN DIEGO COUNTY SHERII	04302025	4/30/2025	LAW ENF MAR	227,248.46	227,248.46
		Voucher:	6832					
6833	5/13/2025	san03	SAN DIEGO COUNTY WATEF	04302025	4/30/2025	SDCWA CAP CHRGS-1408 STRA	3,818.00	3,818.00
		Voucher:	6833					
6834	5/13/2025	tow05	TOWNSEND PUBLIC AFFAIR	23354	5/1/2025	LEGISLATIVE SRVCS MAY	4,000.00	4,000.00
		Voucher:	6834					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								<b>318,344.61</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
139637	5/13/2025	sbc03 AT&T	9391059863	5/1/2025	TELEPHONE APR	668.21	
	Voucher:	139637	9391065056	4/27/2025	TELEPHONE APR	30.32	
			9391065055	4/27/2025	TELEPHONE APR	30.30	
			9391065054	4/27/2025	TELEPHONE APR	30.30	
			9391065053	4/27/2025	TELEPHONE APR	30.30	789.43
139638	5/13/2025	atk02 ATKINSON, ANDELSON, LOY	746859	3/31/2025	LEGAL FEES MAR	7,375.73	7,375.73
	Voucher:	139638					
139639	5/13/2025	res01 CALWEN INC, DBA RESCUE	136418	4/25/2025	LIFEGUARD TOOLS CS	1,979.21	1,979.21
	Voucher:	139639					
139640	5/13/2025	cas06 CASAZZA, BRIAN	04222025	4/22/2025	APPLICATION REFUND	3,576.61	3,576.61
	Voucher:	139640					
139641	5/13/2025	cli04 CLIFTONLARSONALLEN LLP	L251292364	5/7/2025	AUDIT SVCS FY24	2,630.00	2,630.00
	Voucher:	139641					
139642	5/13/2025	coa10 COASTAL LIVESCAN SERVIC	43470	4/30/2025	LIVESCAN SRVCS APR	744.00	744.00
	Voucher:	139642					
139643	5/13/2025	cou34 COUNTY OF SAN DIEGO, NE	25DELMANGRCS	5/1/2025	NEXTGEN RCS - FY25	50,500.83	50,500.83
	Voucher:	139643					
139644	5/13/2025	cou03 COUNTY OF SAN DIEGO-A/F	202500269	4/2/2025	RECORDING FEE MAR	2.00	2.00
	Voucher:	139644					
139645	5/13/2025	dyn02 DYNAMITE ELECTRIC BIKES	2801	4/30/2025	ELEC BIKE SRVCS CS	56.32	
	Voucher:	139645	2809	4/30/2025	ELEC BIKE SRVCS CS	50.88	107.20
139646	5/13/2025	ats01 GARDA CL WEST LOCKBOX	10814805	5/1/2025	ARMORED SRVCS MAY	722.65	722.65
	Voucher:	139646					
139647	5/13/2025	hul04 HULL, TOM	05012025	5/1/2025	PERMIT REFUND	187.32	187.32
	Voucher:	139647					
139648	5/13/2025	con17 OCCUPATIONAL HEALTH CT	86513195	4/9/2025	EMPLOYEE TESTING APR	1,190.00	
	Voucher:	139648	86584738	4/16/2025	EMPLOYEE TESTING APR	211.00	
			86655835	4/23/2025	EMPLOYEE TESTING APR	211.00	
			86587446	4/18/2025	EMPLOYEE TESTING APR	211.00	1,823.00
139649	5/13/2025	ric01 RICHARDSON, JENNIFER	04172025	4/17/2025	PERMIT REFUND	120.00	120.00
	Voucher:	139649					
139650	5/13/2025	rus01 RUSTY DEL MAR	00010000000605	5/1/2025	SURFBOARD SUPP CS	93.53	93.53
	Voucher:	139650					
139651	5/13/2025	sdg02 SAN DIEGO GAS & ELECTRI	0012 6209 1548 9	5/1/2025	UTILITIES APR	22.71	
	Voucher:	139651	0066 5491 5032 1	5/5/2025	UTILITIES APR	11.62	34.33

Bank : qusbk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
139652	5/13/2025	san112	SAN DIEGO HUMANE SOCIE MAY-25	5/1/2025	ANIMAL SRVCS MAY	4,255.00	4,255.00
		Voucher: 139652					
139653	5/13/2025	uni25	STAXUP - UNITS LLC 19179	5/5/2025	STORAGE CS MAY	289.85	289.85
		Voucher: 139653					
139654	5/13/2025	ter01	TERMINIX INT CO LTD, PART 458773930	4/18/2025	PEST CONTROL SRVCS FIRE	57.24	57.24
		Voucher: 139654					
139655	5/13/2025	usb03	US BANK CORP PYMT SYST 4246 0445 5565 0: 3/24/2025		US BANK CHARGES MAR	15,580.60	15,580.60
		Voucher: 139655					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>90,868.53</b>

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33 checks in this report.

Grand Total All Checks: 409,213.14



Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4117	5/16/2025	edd01	EMPLOYMENT DEVELOPME	Ben180138	5/16/2025	STATE TAX: PAYMENT	11,260.06
		Voucher: 4117					11,260.06
4118	5/16/2025	irs01	IRS, UNITED STATES TREAS	Ben180140	5/16/2025	FEDERAL TAX: PAYMENT	39,748.44
		Voucher: 4118					39,748.44
4119	5/16/2025	per01	PERS	Ben180142	5/16/2025	PERS CONTRIBUTIONS: PAYMEN	54,907.10
		Voucher: 4119					54,907.10
4120	5/16/2025	per02	PERS 457	Ben180144	5/16/2025	CALPERS 457 DEFERRED COMF	2,661.25
		Voucher: 4120					2,661.25
4121	5/16/2025	ida01	IDAHO STATE TAX COMMISS	Ben180146	5/16/2025	IDAHO STATE TAX COMMISSION	219.34
		Voucher: 4121					219.34
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>108,796.19</b>

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

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
6835	5/16/2025	mis07	107413 STATE ST BANK & TF Ben180134	5/16/2025	401A PLAN: PAYMENT	539.00	539.00
		Voucher:	6835				
6836	5/16/2025	mis08	303845 STATE ST BANK & TF Ben180126	5/16/2025	MISSION SQUARE 457B: PAYMEI	9,781.47	9,781.47
		Voucher:	6836				
6837	5/16/2025	mis09	803808 STATE ST BANK & TF Ben180136	5/16/2025	RETIREMENT HEALTH SAVINGS	721.88	721.88
		Voucher:	6837				
6838	5/16/2025	uni21	DEL MAR CITY EMPLOYEES Ben180130	5/16/2025	DMCEA DUES: PAYMENT	299.00	299.00
		Voucher:	6838				
6839	5/16/2025	nat15	NATIONAL BENEFIT SERVICE Ben180132	5/16/2025	SEC. 125 FLEXIBLE SAVINGS AC	1,389.10	1,389.10
		Voucher:	6839				
6840	5/16/2025	par21	U.S. BANK PARS FFC 674602 Ben180128	5/16/2025	PUBLIC AGENCY RETIREMENT S	1,739.64	1,739.64
		Voucher:	6840				
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>14,470.09</b>

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11 checks in this report.

Grand Total All Checks: 123,266.28



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6841	5/20/2025	ace02	ACE UNIFORMS LLC	SD0223014	5/6/2025	UNIFORMS CS	483.26
	Voucher:	6841	SD0221411	4/23/2025	UNIFORMS REFUND CS	-30.16	453.10
6842	5/20/2025	als02	ALS GROUP USA CORP	522502778	4/28/2025	WATER SAMPLING APR	676.00
	Voucher:	6842					676.00
6843	5/20/2025	dix01	DIXIELINE LUMBER CO	06-0596635	4/29/2025	OPERATING SUPP PW	45.00
	Voucher:	6843	06-0597111	5/2/2025	OPERATING SUPP PW	19.06	
			06-0596426	4/28/2025	OPERATING SUPP PW	17.26	
			06-0597683	5/6/2025	OPERATING SUPP PW	15.59	
			06-0597323	5/2/2025	OPERATING SUPP PW	14.27	
			06-0597576	5/6/2025	OPERATING SUPP PW	4.60	
			06-0596903	4/30/2025	OPERATING SUPP PW	3.41	
			06-0596899	4/30/2025	OPERATING SUPP PW	-19.55	
			06-0597364	5/5/2025	OPERATING SUPP CS	353.00	
			06-0597268	5/2/2025	OPERATING SUPP PW	73.35	
			06-0597629	5/6/2025	OPERATING SUPP PW	71.71	
			06-0596255	4/24/2025	OPERATING SUPP PW	68.28	
			06-0596229	4/24/2025	OPERATING SUPP PW	57.54	
			06-0596109	4/24/2025	OPERATING SUPP PW	51.15	774.67
6844	5/20/2025	kle01	KLEINFELDER	1529407	4/23/2025	CDM BRIDGE MAR	132,503.35
	Voucher:	6844					132,503.35
6845	5/20/2025	man12	MANERI TRAFFIC CONTROL	23567	5/6/2025	MAINT/REPAIR SUPP PW	531.06
	Voucher:	6845	23560	5/6/2025	MAINT/REPAIR SUPP PW	522.00	1,053.06
6846	5/20/2025	par51	PARKWOOD LANDSCAPE M	109344	4/30/2025	LANDSCAPE SRVCS APR	17,930.00
	Voucher:	6846					17,930.00
6847	5/20/2025	pru01	PRUDENTIAL OVERALL SUP	132312743	5/2/2025	UNIFORMS PW - 5/2	118.75
	Voucher:	6847	132312741	5/2/2025	MATS PW - 5/2	15.47	
			132312742	5/2/2025	SHOP TOWELS PW - 5/2	4.93	139.15
6848	5/20/2025	sca12	SCA OF CA LLC	CA1001726	4/30/2025	BI-ANNUAL SWEEPING SRVCS	4,469.10
	Voucher:	6848	CA1000990	3/31/2025	SWEEPING SRVCS MAR	2,868.10	
			CA1001729	4/30/2025	SWEEPING SRVCS APR	2,868.10	10,205.30
6849	5/20/2025	uti01	UTILITY SPECIALISTS INC	29381	4/30/2025	UP - 1A STRATFORD S - MAR	37,330.00
	Voucher:	6849	29380	4/30/2025	UP - 1A STRATFORD N - MAR	23,438.75	
			29382	4/30/2025	UP - 1A STRATFORD - MAR	480.75	61,249.50

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Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
6850	5/20/2025	gan04	WILLIAM GANDER, DBA RES	DM-RT20250501	5/1/2025	SOLAR MONITORING MAY	200.00	200.00
	Voucher:	6850						
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								225,184.13

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
139656	5/20/2025	azt02	AZTEC LANDSCAPING INC, I	J2052	4/30/2025	JANITORIAL SRVCS CH APR	2,564.00
		Voucher: 139656		J2053	4/30/2025	JANITORIAL SRVCS PW APR	501.00
139657	5/20/2025	can08	CANTEEN	SAN119260	5/7/2025	COFFEE SUPPLIES PW	461.83
		Voucher: 139657					461.83
139658	5/20/2025	emb02	CHRISTOPHER J GIAQUINTA	872259	5/2/2025	EMBROIDERY SRVCS PW	41.64
		Voucher: 139658					41.64
139659	5/20/2025	cin02	CINTAS	5268497801	5/5/2025	FIRST AID KIT SUPPLIES PW	202.16
		Voucher: 139659					202.16
139660	5/20/2025	sca11	CLEAN WATER SOCAL	152	5/6/2025	MBRSHP BRIDE/FALK PW	1,034.00
		Voucher: 139660					1,034.00
139661	5/20/2025	cou01	COUNTY OF SAN DIEGO	04092025	4/9/2025	PARKING BAIL MAR	26,923.00
		Voucher: 139661					26,923.00
139662	5/20/2025	fas03	FASTENAL COMPANY	CASAD81136	4/16/2025	FACILITY MAINT SUPP PW	192.62
		Voucher: 139662					192.62
139663	5/20/2025	hos06	HOSE TECH	85248	4/28/2025	VEH MATERIALS/SUPP PW	2,169.61
		Voucher: 139663		84803	4/17/2025	VEH MATERIALS/SUPP PW	659.68
				85092	4/3/2025	VEH MATERIALS/SUPP PW	325.89
							3,155.18
139664	5/20/2025	dar05	JEFFREY SCOTT ARVESON,	05012025	5/1/2025	DEAD ANIMAL SRVCS APR	3,300.00
		Voucher: 139664					3,300.00
139665	5/20/2025	div03	MICHAEL J TIMM, DBA DIVE	05092025	5/9/2025	DIVING COURSE CS	850.00
		Voucher: 139665					850.00
139666	5/20/2025	par35	PARADIGM MECHANICAL CC	110990	4/29/2025	HVAC SRVCS CH	19,399.05
		Voucher: 139666					19,399.05
139667	5/20/2025	sta40	PSTRAX	7753	4/5/2025	CONTROLLED SUB MOD FIRE	1,120.00
		Voucher: 139667					1,120.00
139668	5/20/2025	sdq02	SAN DIEGO GAS & ELECTRI	0081 7377 2988 5	5/8/2025	UTILITIES APR	6,461.73
		Voucher: 139668		0066 5491 6833 1	5/8/2025	UTILITIES APR	4,223.67
				0066 5392 2766 7	5/8/2025	UTILITIES APR	982.89
				0069 0908 1676 1	5/8/2025	UTILITIES APR	365.49
				2100 0065 8024 7	5/8/2025	UTILITIES APR	336.23
				0067 3735 0888 1	5/6/2025	UTILITIES APR	325.34
				0085 7750 3585 7	5/6/2025	UTILITIES APR	20.11
				0099 5222 5392 9	5/5/2025	UTILITIES APR	19.75
							12,735.21
139669	5/20/2025	sde01	SD ELECTRIC BIKE LLC, DB/	13548	5/9/2025	ELEC BIKE BATTERY CS	924.36
		Voucher: 139669					924.36

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
139670	5/20/2025	sig12	SIGNA DIGITAL SOLUTIONS 40511771	5/12/2025	COPIER CH MAY	812.64	812.64
		Voucher: 139670					
139671	5/20/2025	sou08	SOUTHWEST SIGNAL SERVI 84244	4/30/2025	PM SIGNAL INSP - APR	472.50	472.50
		Voucher: 139671					
139672	5/20/2025	ter11	TERMINIX COMMERCIAL 459247863	5/2/2025	PEST CONTROL SRVCS CH	159.00	
		Voucher: 139672	459248374	5/2/2025	PEST CONTROL SRVCS LIBRAR'	113.26	272.26
139673	5/20/2025	und01	UNDERGROUND SERVICE A 420250236	5/1/2025	CONT SRVCS APR	248.65	248.65
		Voucher: 139673					
139674	5/20/2025	uni31	UNITED SITE SRVCS OF, CA 114-14055250	4/30/2025	PORTABLE RESTROOM SRVCS	1,450.85	
		Voucher: 139674	114-14055263	4/30/2025	PORTABLE RESTROOM SRVCS	565.25	
			114-14055262	4/30/2025	PORTABLE RESTROOM SRVCS	265.25	2,281.35
139675	5/20/2025	usb03	US BANK CORP PYMT SYST 4246 0445 5565 0; 4/22/2025	4/22/2025	US BANK CHARGES APR	12,463.45	12,463.45
		Voucher: 139675					
139676	5/20/2025	vis07	VISTA PAINT CORPORATION 2025-908623-00	4/30/2025	TRAFFIC PAINT SUPP PW	338.85	338.85
		Voucher: 139676					
139677	5/20/2025	wax02	WAXIE'S ENTERPRISES, LLC 83201346	4/30/2025	JANITORIAL SUPPLIES	220.22	
		Voucher: 139677	83202573	4/30/2025	JANITORIAL SUPPLIES	1,940.10	
			83220255	5/7/2025	JANITORIAL SUPPLIES	1,039.63	
			83202557	4/30/2025	JANITORIAL SUPPLIES	220.22	3,420.17
139678	5/20/2025	wes29	WEST COAST ARBORISTS IN 225822	2/15/2025	TREE MAINT 2/1 - 2/15	2,784.90	2,784.90
		Voucher: 139678					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>96,498.82</b>

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33 checks in this report.

Grand Total All Checks: 321,682.95



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6851	5/28/2025	ace02	ACE UNIFORMS LLC	SD0219789	4/10/2025	UNIFORMS CS	255.31
	Voucher:	6851	SD0223824	5/13/2025	UNIFORMS CS	68.78	
			SD0224798	5/21/2025	UNIFORMS CS	27.99	352.08
6852	5/28/2025	sun07	CENTRALSQUARE TECH LLC	436760	5/1/2025	TRAKIT MAINT	8,340.21
	Voucher:	6852					8,340.21
6853	5/28/2025	civ02	CIVIC SOLUTIONS INC	105988	5/1/2025	CONSULTING SRVCS APR	15,330.00
	Voucher:	6853	105989	5/1/2025	CONSULTING SRVCS APR	158.00	15,488.00
6854	5/28/2025	phi01	CLEAN EARTH	72404323450	5/12/2025	SHLD HAZ WASTE - APR	450.92
	Voucher:	6854					450.92
6855	5/28/2025	coa21	COAST NEWS GROUP	00156945	5/2/2025	AD - PUBLIC HEARING	193.75
	Voucher:	6855	00156946	5/2/2025	AD - PUBLIC HEARING	174.38	
			00156672	4/11/2025	AD - PUBLIC HEARING	155.00	
			00157108	5/16/2025	AD - PUBLIC HEARING	147.25	
			00157106	5/16/2025	AD - PUBLIC HEARING	147.25	
			00157105	5/16/2025	AD - PUBLIC HEARING	135.63	
			00156681	4/11/2025	AD - PUBLIC HEARING	135.63	
			00156671	4/11/2025	AD - PUBLIC HEARING	135.63	
			00157013	5/9/2025	AD - ORDIN INTRO	81.38	
			00157107	5/16/2025	AD - PUBLIC HEARING	205.38	
			00156670	4/11/2025	AD - PUBLIC HEARING	174.38	1,685.66
6856	5/28/2025	cor07	CORODATA RECORDS MGT	RS7081927	4/30/2025	STORAGE SRVCS APR	161.75
	Voucher:	6856					161.75
6857	5/28/2025	del02	DEL MAR BLUE PRINT CO, INC	622685	5/14/2025	SCANNING SRVCS PLNG	2,188.81
	Voucher:	6857	623132	5/22/2025	PRINTING SRVCS CS	735.15	
			20082	5/15/2025	STREET SIGNS CS	228.67	
			622561	5/13/2025	PRINTING SRVCS ASD	5.44	3,158.07
6858	5/28/2025	dix01	DIXIELINE LUMBER CO	06-0598301	5/13/2025	OPERATING SUPP CS	601.59
	Voucher:	6858	06-0597887	5/9/2025	OPERATING SUPP PW	73.07	
			06-0598122	5/12/2025	MAINT/REPAIR SUPP PW	37.02	
			06-0592898	3/31/2025	OPERATING SUPP PW	11.33	
			06-0597885	5/9/2025	OPERATING SUPP REFUND PW	-5.58	717.43
6859	5/28/2025	duk01	DUDEK & ASSOCIATES	202502974	5/6/2025	SD LAGOON ENGR SRVCS	11,824.76
	Voucher:	6859					11,824.76

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6860	5/28/2025	fer07	FERGUSON ENTERPRISES I 0879829	5/5/2025	WATER METER PARTS	729.27	729.27
		Voucher: 6860					
6861	5/28/2025	ful01	KURT MORGAN 43759	5/14/2025	BUSINESS CARDS	126.25	126.25
		Voucher: 6861					
6862	5/28/2025	man12	MANERI TRAFFIC CONTROL 23578	5/8/2025	MAINT/REPAIR SUPP PW	3,985.69	
		Voucher: 6862	23579	5/8/2025	MAINT/REPAIR SUPP PW	531.06	4,516.75
6863	5/28/2025	mik03	MIKHAIL OGAWA ENGINEER 11996	5/3/2025	CLEAN WATER SRVCS - APR	23,961.31	
		Voucher: 6863	11997	5/3/2025	SAN DIEGUITO TMDL - APR	2,201.72	26,163.03
6864	5/28/2025	opt03	OPTIMIZED INVESTMENT PA 1388	5/8/2025	INVSTMT SRVCS APR	3,018.72	3,018.72
		Voucher: 6864					
6865	5/28/2025	pac28	PACIFIC MOBILE STRUCTUF INV-00451737	6/1/2025	MOBILE OFFICE PW JUN	246.75	246.75
		Voucher: 6865					
6866	5/28/2025	pho01	PHOENIX GROUP INFO SYS' 042025036	5/14/2025	CITE SRVCS - APR	16,888.07	
		Voucher: 6866	0420251036	5/14/2025	ADMIN CITE SRVCS - APR	146.22	17,034.29
6867	5/28/2025	pru01	PRUDENTIAL OVERALL SUP 132315066	5/16/2025	UNIFORMS PW - 5/16	119.10	
		Voucher: 6867	132313898	5/9/2025	UNIFORMS PW - 5/9	118.75	
			132315064	5/16/2025	MATS PW - 5/16	15.47	
			132315065	5/16/2025	SHOP TOWELS PW - 5/16	4.93	258.25
6868	5/28/2025	san03	SAN DIEGO COUNTY WATEF 0425-2	5/8/2025	RAW WATER APR	158,649.40	158,649.40
		Voucher: 6868					
6869	5/28/2025	san03	SAN DIEGO COUNTY WATEF 05132025	5/13/2025	SDCWA CAP CHRGS-467 15TH S	3,818.00	
		Voucher: 6869	05052025	5/5/2025	SDCWA CAP CHRGS-129 8TH	3,818.00	7,636.00
6870	5/28/2025	sol06	SOLANA CENTER FOR ENV, 40-45-4-25	5/14/2025	SB 1383 SUPP SRVCS APR	2,978.07	2,978.07
		Voucher: 6870					
6871	5/28/2025	tru09	TRUE NORTH COMPLIANCE DM25-04	5/5/2025	BLDG CODE PC INSP APR	58,042.27	58,042.27
		Voucher: 6871					
6872	5/28/2025	wex01	WEX BANK 0496-00-495760-1	5/6/2025	GAS & OIL FIRE	1,072.19	1,072.19
		Voucher: 6872					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>322,650.12</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

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139679	5/28/2025	bng01	05 BNG LLC, DBA QUIKSILVE 75076058	5/15/2025	UNIFORMS CS	1,535.09	1,535.09
		Voucher: 139679					
139680	5/28/2025	adt02	ADT SECURITY SERVICES 1140510951	5/13/2025	ALARM 1700 COAST JUN/AUG	257.94	
		Voucher: 139680	1140512753	5/13/2025	ALARM PW JUN	128.57	386.51
139681	5/28/2025	bak05	BAKKER, TED & GALE 05192025	5/19/2025	PERMIT REFUND	9,243.72	9,243.72
		Voucher: 139681					
139682	5/28/2025	can08	CANTEEN SAN120551	5/15/2025	COFFEE SUPPLIES CH	402.32	402.32
		Voucher: 139682					
139683	5/28/2025	cin02	CINTAS 5268497802	5/5/2025	FIRST AID KIT SUPPLIES CH	40.67	40.67
		Voucher: 139683					
139684	5/28/2025	cit07	CITY OF SAN DIEGO 1000417453	4/29/2025	WATER TREATMENT MAR	20,858.71	20,858.71
		Voucher: 139684					
139685	5/28/2025	cou01	COUNTY OF SAN DIEGO 05152025	5/15/2025	PARKING BAIL APR	27,390.00	27,390.00
		Voucher: 139685					
139686	5/28/2025	cou16	COUNTY OF SAN DIEGO - RI 25CTOFDMC10	5/1/2025	RCS PAGING SRVCS - APR	70.00	70.00
		Voucher: 139686					
139687	5/28/2025	hom01	HOME DEPOT CREDIT SRVC 6035 3225 0103 7	4/28/2025	MAINT/REPAIR SUPP	637.05	637.05
		Voucher: 139687					
139688	5/28/2025	aff04	IDRAINS LLC, DBA AFFORDA 027367	4/28/2025	SEWER CLNG/VIDEO INSP	16,182.40	16,182.40
		Voucher: 139688					
139689	5/28/2025	kol01	KOLB, LISA 05192025	5/19/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher: 139689					
139690	5/28/2025	los03	LOS ANGELES TRUCK CENT RA290040038:01	5/9/2025	VEH MAINT PW #77	1,860.66	1,860.66
		Voucher: 139690					
139691	5/28/2025	man13	MANGIAFICO, ALLISON 05192025	5/19/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher: 139691					
139692	5/28/2025	boh02	NANCY K. BOHL INC. DBA.; T INV104611	5/14/2025	EAP SERVICES	2,362.50	
		Voucher: 139692	INV104397	5/7/2025	EAP SERVICES	390.00	2,752.50
139693	5/28/2025	aut05	NATIONAL FOUNDATION FOI 05152025	5/15/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher: 139693					
139694	5/28/2025	con17	OCCUPATIONAL HEALTH CT 86729452	4/30/2025	EMPLOYEE TESTING APR	173.00	173.00
		Voucher: 139694					
139695	5/28/2025	pac05	PACIFIC PIPELINE SUPPLY S100476008.001	5/7/2025	WATER METER PARTS	160.52	160.52
		Voucher: 139695					

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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		Voucher: 139696					
139697	5/28/2025	pir02	PIRTEK CARLSBAD 243-T0000041	5/13/2025	BACK HOE REPAIR	686.55	686.55
		Voucher: 139697					
139698	5/28/2025	por10	PORTABLE STORAGE CORP 166545	5/20/2025	STORAGE CS JUN	176.00	176.00
		Voucher: 139698					
139699	5/28/2025	sta40	PSTRAX 7885	5/5/2025	ANNUAL LICENSE FEE	2,099.00	2,099.00
		Voucher: 139699					
139700	5/28/2025	sdq02	SAN DIEGO GAS & ELECTRI 0092 4576 5583 8	5/14/2025	UTILITIES APR	166.09	166.09
		Voucher: 139700					
139701	5/28/2025	sig12	SIGNA DIGITAL SOLUTIONS 40531165	5/12/2025	COPIER PW MAY	138.74	138.74
		Voucher: 139701					
139702	5/28/2025	ter11	TERMINIX COMMERCIAL 459480723	5/9/2025	PEST CONTROL SRVCS CS	128.26	
		Voucher: 139702	459480794	5/9/2025	PEST CONTROL SRVCS PHCC	109.18	237.44
139703	5/28/2025	til01	TILLMAN, SYLVIA 05212025	5/21/2025	HEARING REFUND	56.00	56.00
		Voucher: 139703					
139704	5/28/2025	tor09	TORREY PACIFIC CORP 05052025	5/5/2025	REIMB FALL TREE TRIMMING	3,328.00	3,328.00
		Voucher: 139704					
139705	5/28/2025	uni31	UNITED SITE SRVCS OF, CA 114-14042253	4/4/2025	PORTABLE RESTROOM SRVCS	265.25	265.25
		Voucher: 139705					
139706	5/28/2025	ver12	VERIZON Z1393445	5/8/2025	TELEPHONE APR	2.64	2.64
		Voucher: 139706					
139707	5/28/2025	wax02	WAXIE'S ENTERPRISES, LLC 83230929	5/13/2025	JANITORIAL SUPP PW	1,156.25	1,156.25
		Voucher: 139707					
139708	5/28/2025	act03	WILLIAMS SCOTSMAN INC 9023731299	5/15/2025	MOBILE OFFICE PW MAY/JUN	156.12	156.12
		Voucher: 139708					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>92,686.23</b>

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52 checks in this report.

Grand Total All Checks: 415,336.35





# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: June 2, 2025

SUBJECT: Second Reading and Adoption of an Ordinance to Accept California Coastal Commission (CCC) Modifications to the Senate Bill 9 Implementation Ordinance No. 996 Adopted by the City Council on June 19, 2023, to Amend the Del Mar Municipal Code and Local Coastal Program for Consistency with the April 9, 2025, Coastal Commission Conditional Certification Decision Relating to Two-Unit and Urban Lot Split Development in Single Dwelling Unit Residential Zones

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt the Senate Bill 9 (SB 9) Ordinance (Attachment A) to accept changes required by the CCC as a condition of final certification of the Local Coastal Program Amendment (LCPA) for consistency with the April 9, 2025, CCC conditional certification decision.

## BACKGROUND:

The SB 9 State Housing law, as set forth in California Government Code Sections 65852.21 and 66411.7, is intended to address the statewide housing crisis by facilitating construction of additional dwelling units on lots in certain single dwelling residential (R1) zones. Lots are eligible for SB 9 where they meet specified criteria per State law, including compliance with the Coastal Act. In the City of Del Mar, opportunities for SB 9 development apply to lots in the R1-10 and R1-5 zones. See Attachment E for maps of properties that are currently eligible and parcels that are currently not eligible due to current conditions related to narrow street widths (less than 20 feet) in fire hazard severity areas and environmental constraints in the Bluff, Slope, and Canyon Overlay Zone. If these conditions change over time, additional SB 9 properties could become eligible in the R1-40 and R1-14 zones as accommodated by the SB 9 implementing regulations.

SB 9 requires local agencies to ministerially process and review applications for SB 9 development in R1 zones subject to objective design standard criteria. The two types of SB 9 projects are referred to as: 1) SB 9 “Two Unit Residential Development” projects that allow development of two primary dwelling units on a lot (duplex development); or 2) SB 9 “Urban

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City Council Action:

Lot Splits” to allow for subdivision of one lot into two lots for development of two primary dwelling units on each resulting lot and maximum of four units total per eligible project.

SB 9 projects encumber future development of the site regardless of whether the proposal maintains one parcel or creates two parcels through a lot split. An owner that pursues SB 9 development is not able to subsequently develop additional Accessory Dwelling Units (ADUs) or Junior ADUs (JrADUs) beyond the maximum four-unit total allowance per SB 9 project.

Following are potential SB 9 development combinations on R1 lots per the State mandate:

**SB 9 Project Option with No Lot Split (Maintains One Lot)**

- Two primary dwelling units, one ADU, and one JrADU; or
- Two primary dwelling units and two ADUs

**SB 9 Project Option with Lot Split (Lot is Split into Two Lots)**

- One or two primary dwelling units on each lot; or
- One primary unit plus one ADU or JrADU on each lot; or
- One primary unit with one ADU or JrADU on one lot and the new lot created left vacant and limited to future development of one primary unit plus one ADU or JrADU

To satisfy the City’s inclusionary housing requirement, the owner must deed restrict one unit in a SB 9 project for rent to a low-income household. The requirement for one low-income unit applies to the project as a whole. As indicated above, one lot may be left vacant in a SB 9 lot split project, however, in such cases the SB 9 project cannot be approved unless one low-income unit is created on the developed parcel (i.e., primary dwelling unit and one deed restricted low-income ADU or JrADU). No additional inclusionary housing requirement applies for this type of lot split project.

Tenants qualify for affordable housing based on household income level. Currently, the Area Median Income (AMI) for the San Diego region, effective April 17, 2024, is \$119,500. The gross income for a low-income household does not exceed 80% of the Annual Median Income. This means one-person households may qualify as low income with an income that does not exceed \$84,900. An ADU is considered affordable for a one-person, low-income household if the maximum monthly rent is less than \$2,123.

On June 19, 2023, the City Council adopted Ordinance No. 996, amending the City’s Local Coastal Program (LCP), as necessary for implementation of the SB 9 State law (2021). As adopted, Ordinance No. 996 added new DMMC Chapters 23.07, 24.66, and 30.93 and amended Chapters 30.10, 30.11, 30.12, 30.13, 30.14, 30.15, and 30.75. Following approval by the City Council in 2023, the SB 9 Ordinance/Local Coastal Program Amendment was submitted to the CCC for certification as required.

In 2023, the City of Del Mar and other cities challenged the constitutionality of SB 9. The City asserted that SB 9 lacked a nexus between its affordability findings because it did not include an affordability housing requirement. In April 2024 the Superior Court ruled in favor of the legal challenge raised by Del Mar and other cities.

Subsequently, SB 9 was amended by SB 450 (Atkins) to modify the prior legislative findings and explicitly make charter cities, including the City of Del Mar, subject to its requirements. SB 450 was signed into law in September 2024 and took effect statewide January 1, 2025.

Additional background regarding prior City Council and CCC actions may be accessed in the links below:

City Council Agenda reports for June 5 and June 19, 2023:

<https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/06052023-3237>

<https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/06192023-3246>

CCC staff report (Item W19a) for the conditional certification action on April 9, 2025:

<https://www.coastal.ca.gov/meetings/archive/#/>

City Council Agenda report (Item 11) for introduction of the Ordinance on May 19, 2025, accepting changes required by the CCC as a condition of final certification approval:

<https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/05192025-3681>

#### DISCUSSION/ANALYSIS:

CCC's conditional certification action upheld several key components of the City's adopted SB 9 Ordinance that are important to coastal cities like the City of Del Mar. This includes maintaining existing requirements including limitations on height, size, setbacks, and parking to protect coastal access, sensitive coastal resources, open space easements, public scenic views, and public safety from coastal hazards. The City's certified LCP hazard control policies encourage development to be located away from coastal bluffs, special flood hazard areas vulnerable to flooding from rivers or the ocean, and environmentally sensitive habitat areas including sensitive bluffs, sensitive biological resources, wetlands, open space, and conservation areas.

The proposed Ordinance incorporates CCC's required modifications, which are intended to ensure consistency with the City's certified LCP and Coastal Act as follows:

- Clarifies applicability of the Coastal Act and certified Local Coastal Program (LCP).

- Clarifies that SB 9 development is allowed in Fire Hazard Severity Areas (also referred to as the Wildland Urban Interface), like other residential development, where the applicant demonstrates the location has access to at least two evacuation routes and the development will integrate wildland fire safety precautions into construction of the development to mitigate potential hazards. This includes compliance with the California Building Code requirements for use of non-flammable building materials as well as access with road widths at least 20 feet in width for emergency response.
- Clarifies that SB 9 development is not permitted in special flood hazard areas in the floodplain. In the North Beach neighborhood, the R1-10B and R1-5B zones apply to beachfront property in the special flood hazard area (FEMA VE zone) of the floodplain that is vulnerable to flooding from ocean wave action and sea level rise. Therefore, these parcels are not eligible for SB 9. Instead, owners of these single dwelling unit lots are able to pursue development of an Accessory Dwelling Unit (ADU) and/or Junior ADU (JrADU) on their single dwelling unit lot, which means there is no impediment to production of housing in this location as a result of SB 9 implementation.
- Clarifies that SB 9 development is not permitted in the Bluff, Slope, and Canyon Overlay Zone, Coastal Bluff Overlay Zone, Lagoon Overlay Zone, Open Space Overlay Zone, and Historic Preservation Overlay Zone. Consistent with the Coastal Act and coastal policies in the City's certified LCP relating to hazard control and protection of environmentally sensitive resources, this limitation minimizes the potential for impacts to sensitive coastal resources and the public health and safety in locations with wetlands, steep slopes, habitat for protected species, open space conservation areas, and sensitive bluffs that are vulnerable to erosion, wave action, and sea level rise. Owners with single dwelling units in these environmentally sensitive locations alternatively may pursue ADU development per State ADU law.
- Provides for units in SB 9 projects to be 800 square feet in size and allows additional unit size up to 1,000 square feet for units that comply with the setbacks of the base zone and a minimum six-foot separation from other buildings on the lot.
- Clarifies that one parking space is required for each unit created and that replacement of any existing off-street parking spaces removed shall only be required if loss of the off-street parking would have a significant effect on public access to the shoreline.
- Clarifies that no off-street parking requirements shall be required for development within one-half mile of a major transit stop as defined in Public Resources Code Section 21064.3. A major transit stop is defined as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with frequencies of services intervals of

15 minutes or less during the morning and afternoon peak commuter periods. Currently, Del Mar does not have any major transit stops.

- Clarifies applicability of the inclusionary housing requirement of one low-income unit per SB 9 project, which is consistent with the citywide inclusionary regulations to reserve at least one unit for a lower income household at a rate of 15% for projects with 30 or fewer units. No additional in-lieu fee for a SB 9 lot split project would apply.
- Incorporates minor corrections throughout to fix various code section references.

The Ordinance will allow the City to obtain final certification approval from the CCC. The regulations (prior Ordinance No. 996 and the proposed Ordinance) will take effect on the date CCC grants final certification approval, which typically occurs at the first available CCC hearing following City Council adoption.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council for this agenda item.

ENVIRONMENTAL IMPACT:

This action is statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 and Government Code Sections 65852.21(j) and 66411.7(n) because the adoption of an ordinance to implement SB 9 is not considered a project under Division 13 of the Public Resources Code.

HOUSING IMPACT:

The SB 9 ordinance amendments will increase the City's housing capacity by creating sites to facilitate affordable housing in accordance with the certified 6th Cycle Housing Element. Housing Element Program 6B (Affirmatively Furthering Fair Housing) identifies "the City is committed to implement a suite of actions to create new opportunities for housing mobility and relocation to and within Del Mar with a goal of creating 100 additional housing opportunities beyond the City's Regional Housing Needs Allocation (RHNA) to improve housing choice and affordability options for moderate income, lower income, and special needs households." The proposed amendments are among the specified actions to be taken to create these additional new housing opportunities.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Implementation of the SB 9 Implementation Ordinance in compliance with the Housing Element is a Tier 1 (Highest) City Council priority work plan item for Fiscal Year 2024-2025.

ATTACHMENT:

Attachment A – Proposed Ordinance Accepting CCC Modifications to Ordinance No. 996

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE DEL MAR MUNICIPAL CODE CHAPTERS 23.07, 24.66, 30.13, 30.15, AND 30.93 AS ADOPTED BY PROSPECTIVE ORDINANCE NO. 996; ALL RELATING TO AMENDMENTS REQUIRED BY THE CALIFORNIA COASTAL COMMISSION AS A CONDITION OF APPROVAL FOR THE CITY TO OBTAIN FINAL CERTIFICATION OF THE SENATE BILL 9 IMPLEMENTATION REGULATIONS LOCAL COASTAL PROGRAM AMENDMENT

WHEREAS, the City of Del Mar is a charter City and State Housing law applies to all general law and charter cities in the State of California; and

WHEREAS, the State legislature declared that “Housing is a statewide concern”, that California faces a housing crisis, and that local jurisdictions are mandated to comply with applicable State housing laws; and

WHEREAS, the California Senate Bill 9 (SB 9) Housing law, as set forth in California Government Code Sections 65852.21 and 66411.7, is intended to address the statewide housing crisis by facilitating construction of additional dwelling units on lots in certain single dwelling residential (R1) zones; and

WHEREAS, SB 9 requires local agencies to ministerially process and review applications for SB 9 development in R1 zones subject to objective design standard criteria; and

WHEREAS, SB 9 projects are referred to as: 1) SB 9 “Two Unit Residential Development” projects that allow development of two primary dwelling units on a lot (duplex development) or 2) SB 9 “Urban Lot Splits” to allow for subdivision of one lot into two lots for development of two primary dwelling units on each resulting lot and maximum of four units total per eligible project; and

WHEREAS, the City of Del Mar is located entirely within the “Coastal Zone” boundary and is therefore subject to full compliance with the California Coastal Act; and

WHEREAS, the State Senate Bill 9 law is one example of a State law that still applies the Coastal Act protections for environmental resources, public scenic views, coastal access, and public safety in coastal hazard areas to ensure they will not be compromised by housing development; and

WHEREAS, State SB 9 law provides that the California Coastal Act is not superseded, in any way altered, or lessened by its application (Cal. Gov. Code. Sec. Section 66310 et. seq. as amended); and

WHEREAS, the City has significant coastal resources that require protection under the Coastal Act, including but not limited to, the protection of scenic public coastal views

which are found throughout the community, preservation of public access and recreation opportunities that must be assured including public access to the beach, viewpoints, and trail connections to the bluffs, lagoons, and open space preserve areas along the shoreline, and protection of environmentally sensitive habitat areas and coastal resources such as coastal bluffs, sandstone bluffs, wetlands, lagoons, river inlets, and protected tree species native to the City including Torrey Pines and Monterrey Cypress trees; and

WHEREAS, in order to effectively implement applicable State housing laws, the City must harmonize the Coastal Act and the City's LCP policies and regulations with the State's housing laws to ensure protection of sensitive coastal habitats and resources, public coastal view sheds, coastal parking for public access, and public health and safety; and

WHEREAS, lots are eligible for SB 9 development where they meet specified criteria per State law, including compliance with the Coastal Act; and

WHEREAS, in the City of Del Mar, SB 9 applies to lots in the R1-40, R1-14, R1-10, and R1-5 zones, with the exception that SB 9 development is not permitted on lots that are located in the Bluff, Slope, and Canyon Overlay Zone, Coastal Bluff Overlay Zone, Lagoon Overlay Zone, Open Space Overlay Zone, and Historic Preservation Overlay Zone; and

WHEREAS, this ordinance clarifies that SB 9 development is not permitted in the R1-5B and R1-10B zones because those single dwelling unit lots are located along the ocean front in the special flood hazard area (FEMA VE zone) of the floodplain that is vulnerable to flooding from ocean wave action and sea level rise; and

WHEREAS, City staff engaged in public outreach to encourage public participation in formulating these draft regulations, which included articles posted on the City's website, multiple announcements made in the City's weekly updates, and multiple announcements made during public meetings including the Design Review Board, Planning Commission and City Council meetings; and

WHEREAS, the LCPA Notice of Availability and Notice of Planning Commission public hearing on March 14, 2023, was published in the Del Mar Times on February 23, 2023, and individual mailed notices were sent to all interested parties; and

WHEREAS, on March 14, 2023 the Planning Commission held a noticed public hearing to review the draft SB 9 Ordinance and recommended a continuance to allow additional time for public outreach and coordination with the City Attorney; and

WHEREAS, the Notice of Planning Commission public hearing for May 9, 2023, was published in the Del Mar Times on April 20, 2023, and individual mailed notices were sent to all interested parties; and

WHEREAS, on May 9, 2023, the Planning Commission recommended approval of the SB 9 Ordinance to the City Council with a condition that SB 9 projects be subject to an inclusionary housing affordability component and that the ordinance include a “conditions precedent” clause; and

WHEREAS, on May 18, 2023, the notice of City Council public hearing on June 5, 2023, was published in the Del Mar Times and mailed notices were sent to all interested parties; and

WHEREAS, on June 5, 2023, the City Council held a duly noticed public hearing and voted to introduce the SB 9 Ordinance, including revisions to the Ordinance relating to objective design standards that were requested by the City Council and read into the record for introduction in the Ordinance; and

WHEREAS, on June 19, 2023, the City Council voted to adopt the SB 9 Ordinance; and

WHEREAS, on August 10, 2023, the City submitted the adopted SB 9 Ordinance/LCPA submittal to the Coastal Commission for certification review; and

WHEREAS, in 2023 the City of Del Mar and other cities challenged the constitutionality of SB 9 because it did not include an affordability housing component; and

WHEREAS, the State legislature amended the SB 9 law by Senate Bill 450 in September 2024 to modify the legislative findings and explicitly make charter cities, including the City of Del Mar, subject to its requirements which took effect January 1, 2025; and

WHEREAS, on April 9, 2025, the California Coastal Commission considered the City’s SB 9 Ordinance/LCPA application, including applicability of SB 450, and voted to conditionally certify the LCPA with modifications imposed as a condition of approval; and

WHEREAS, on May 19, 2025, the Del Mar City Council held a duly noticed public hearing to consider whether to accept the CCC’s required modifications and introduce this Ordinance; and

WHEREAS, the CCC modifications have been incorporated herein; and

WHEREAS, adoption of this Ordinance will amend the Del Mar Municipal Code and certified Local Coastal Program to implement the 6th Cycle Housing Element Program 6B commitment to Affirmatively Further Fair Housing through implementation of SB 9 implementing regulations in order to maintain compliance with State law and avoid decertification of the Housing Element; and

WHEREAS, the SB 9 implementing regulations, as amended, also address the new provisions added by SB 450 as harmonized with the Coastal Act and certified LCP.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Del Mar, California, based on substantial evidence in the whole of the administrative record, hereby finds and declares the above stated Recitals are true and correct and are incorporated by reference into this action.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Del Mar hereby ordains as follows:

**SECTION ONE:** That DMMC Prospective Section 30.93.010 Purpose and Intent for the SB 9 Implementing Regulations shall be amended per CCC modifications #1 and #2 to read as follows:

**Chapter 30.93 – Regulations for Development of Two Unit Residential Development on Single Residential Zoned lots or Urban Lot Splits for Single Residential Zoned Lots**

**30.93.010 - Purpose and Intent.**

The purpose of this Chapter is to implement California Government Code Sections 65852.21 and Gov. Code 66411.7 (commonly referred to as: SB 9) without superseding or in any way altering or lessening the effect or application of the California Coastal Act of 1976 (Pub. Resources Code, §30000 et seq.) and the City’s Local Coastal Program; and to establish objective design standards for the development of residential structures on single residential zoned lots conforming to State law. Should State law change, the City reserves the right to make further modifications to these standards to bring this Chapter in conformity with new State requirements.

The intent of this Chapter is to comply with the requirements of State housing laws, while retaining the character of the City’s single-dwelling neighborhoods. Equal to meeting these housing law obligations is ensuring that no unavoidable adverse impacts occur to the public health, safety, or general welfare of its residents or to the City’s sensitive coastal resources.

This Chapter prescribes objective standards for the approval of such units and Urban Lot Splits and the circumstances in which a development may be prohibited. For example, the proposed development may be denied if it conflicts with the certified LCP, or if applicable, the public access provisions of the Coastal Act, or where the proposed development is located within a Severe Wildfire Hazard Area, unless the zone allows residential development and the applicant demonstrates that all applicable safety precautions will be taken for construction of the development.

**SECTION TWO:** That DMMC Prospective Section 30.93.020 Definitions for the SB 9 Implementing Regulations shall be amended per CCC modification #3 to read as follows:

**30.93.020 - Definitions.**

[*Senate Bill 9 (SB 9) through Urban Lot Split. No change in text*]

*Unit* means any dwelling unit, including, but not limited to, a unit or units created pursuant to Government Code Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Government Code Section 65852.21, or a junior accessory dwelling unit as defined in Government Code Section 65852.22.

[*Acting in Concert with the Owner. No change in text*]

**SECTION THREE:** That DMMC Prospective Section 30.93.030 Applicability for the SB 9 Implementing Regulations shall be amended per CCC modifications #4 through #9 to read as follows:

**30.93.030 - Applicability.**

- A. This Chapter applies to proposed development on properties located within a single dwelling unit zone (R1-40, R1-14, R1-10, R1-5), except as prohibited per Section (B). In accordance with Section (B), proposed development shall be prohibited in zones R1-10B and R1-5B, which are located entirely within the Floodplain Overlay Zone.
- B. To ensure that no adverse unavoidable impacts occur to public health and safety, coastal resources, or impede public access to coastal resources, proposed development in locations listed below shall not be eligible to utilize or benefit from this Chapter. Where such circumstances apply all existing discretionary review processing requirements, zoning requirements, and maximum density per the General Plan and certified Local Coastal Program shall apply where the:

[1. No change in text]

- 2. Proposed development on lots containing wetlands or their buffers, as defined by either Coastal Commission regulation section 13577(b) (Cal. Code of Regs., tit.14) or the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993 or as revised), or other environmentally sensitive habitats as defined by Section 30.75.030, including those lands that have been conserved by dedication in fee title, easement covenants, or other forms of conservation easements.
- 3. Proposed development that is located on a lot having habitat for protected species identified as either a candidate, sensitive, or species of special status by state or federal agencies, or otherwise fully protected species, or

species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Sec 1531 et seq. or as amended), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), which includes but is not limited to proposed development located on any one of the following Overlay zones:

[a. through f. No change in text]

4. Proposed development on a lot that falls entirely or partially within a mapped Special Flood Hazard Area identified on the most recent FEMA Flood Insurance Rate Map ("FIRM").

[5. through 8. No change in text]

9. Proposed development that would require demolition of an existing dwelling unit that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or demolition of a dwelling unit that has been occupied by a tenant in the last three years. An applicant must demonstrate whether an existing house on a property implementing an Urban Lot Split or altered to accommodate two dwelling units was owner occupied or rented by a tenant to the Director's satisfaction, including but not limited to the execution of an affidavit that is subject to the laws of perjury.

[10. No change in text]

11. Projects proposing an Urban Lot Split shall not be eligible to construct Accessory Dwelling Units or Junior Accessory Dwelling Units consistent with Government Code Section 65852.21 and Section 65852.2 as amended. Each resulting lot shall not contain more than two dwelling units. For Urban Lot Splits with an existing Accessory Dwelling Unit or a Junior Accessory Dwelling Unit onsite, those units shall be considered dwelling units for the purposes of this Chapter.

[12. through 13. No change in text]

**SECTION FOUR:** That DMMC Prospective Section 30.93.040 for the SB 9 Implementing Regulations shall be amended per CCC modifications #10 and #11 to read as follows:

**30.93.040 - Permit Review Required to Utilize the Provisions of this Chapter.**

- A. An applicant seeking to utilize the provisions of this Chapter shall propose development in accordance with the primary dwelling unit regulations in Section 30.93.050, Section 30.93.060, Chapter 23.07, and Chapter 24.66.

- B. Any application pursuant to this Chapter may be denied by the City upon the making of written findings establishing by a preponderance of the evidence that the proposed development would have a specific, adverse impact upon public health and safety, coastal resources, or the physical environment and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. The following shall not constitute a specific, adverse impact upon the public health or safety where also consistent with the LCP:

[1. through 2. No change in text]

**SECTION FIVE:** That DMMC Prospective Section 30.93.050 for the SB 9 Implementing Regulations shall be amended per CCC modifications #12 and #13 to read as follows:

**30.93.050 - Development of Two Unit Residential Development in Accordance with this Chapter.**

A lot in a single dwelling unit zone that meets the criteria in Section 30.93.030 shall be permitted to develop up to two primary dwelling units per lot by submitting an application for an Administrative Coastal Development Permit. The issuance of an Administrative Coastal Development Permit will not require any public hearings. The application shall be consistent with Section 30.75.080(E) and meet the following requirements:

- A. The development regulations of the base zone in which the lot is located shall apply, except as otherwise specified in this Section:

[1.through 5. No change in text]

6. Setbacks:

[a. No change in text]

- b. New primary dwelling unit structures that comply with the setbacks of the base zone and minimum six-foot building separation shall be allowed 801-1,000 square feet of building area. A primary dwelling unit with a maximum gross floor area of 800 square feet shall not be permitted closer than four feet from interior side and rear property lines.

[c. No change in text]

[7. No change in text]

8. Parking:

[a. No change in text]

b. If a two-unit residential development replaces an existing garage or other required parking, replacement parking spaces shall be provided on-site in accordance with the requirements of DMMC Chapter 30.80 and the certified LCP only if the loss of the off-street parking supply has a significant effect on public access to the shoreline. The new parking space(s) may be covered or uncovered. No off-street parking requirements apply to any development proposed within one-half mile of a major transit stop, as defined in Public Resources Code Section 21064.3.

[c. through d. No change in text]

B. Accessory dwelling units consistent with Government Code Section 65852.21 and Section 65852.2, as amended, proposed in conjunction with dwelling units subject to this Section and are not subdivided through an Urban Lot Split shall be detached from primary dwelling units and shall maintain a minimum six feet separation from other structures onsite. Junior Accessory Dwelling Units shall be contained within the existing or proposed floor area of a primary dwelling unit.

C. Prior to the issuance of a building permit for a Two Unit Residential Development, the owner shall record a deed restriction with the County Recorder and file the recorded deed restriction with the City, acknowledging the applicable use limitations that shall run with the land. The deed restriction shall include the following text:

[1. through 2. No change in text]

3. At least one of the dwelling units in a project (Two Unit Residential Development or Urban Lot Split) subject to this Chapter shall be rented or sold to very low or lower income households, as defined by Sections 50105(a) or 50079.5 of the CA Health and Safety Code. In a form approved by the City, any transfers of land inclusive of the affordable units shall be subject to a deed restriction for not less than 55 years ensuring continued affordability of the units consistent with this Chapter and Chapter 24.21 (Inclusionary Housing).

**SECTION SIX:** That DMMC Prospective Section 30.93.060 for the SB 9 Implementing Regulations shall be amended per CCC modifications #17 and #18 to read as follows:

**30.93.060 - Regulations for Urban Lot Splits Located in Zones for Single Dwelling Lots.**

A. through F. No change in text]

- G. Prior to the recordation of the parcel map for an Urban Lot Split, the owner shall record a deed restriction with the County Recorder and file the recorded deed restriction with the City, acknowledging the applicable use limitations that shall run with the land. The deed restriction shall include the following text:

[1. through 2. No change in text]

3. A maximum of two dwelling units shall be permitted on each lot, either as two primary units, or a primary unit and an Accessory Dwelling Unit, or a primary unit and a Junior Accessory Dwelling Unit; however, at no time shall an entitled Urban Lot Split exercise all provisions in Government Code Sections 65852.21 and 66411.7.

[4. No change in text]

5. At least one of the dwelling units (including all units on the lot or subdivided lots subject to this Chapter) shall be rented or sold to very low or lower income households, as defined by Sections 50105(a) or 50079.5 of the CA Health and Safety Code. In a form approved by the City, any transfers of subdivided land and inclusive of any affordable unit shall be subject to a deed restriction for not less than 55 years ensuring continued affordability of the units consistent with this Chapter and Chapter 24.21 (Inclusionary Housing).

**SECTION SEVEN:** That DMMC Prospective Section 24.66.020 shall be amended per CCC modification #19 to read as follows:

**24.66.020 - Preparation of Urban Lot Split Map.**

An Urban Lot Split application shall be prepared by or under the direction of a registered civil engineer or licensed surveyor, and shall show the location of streets, easements, and property lines bounding the subject property and shall conform to the following provisions:

A. through D. No change in text]

- E. Each tentative map shall depict all contiguous property owned by the subdivider and shall contain the following information:

[1. Through 12. No change in text]

13. Location of all major vegetation showing size and type, including buffers for any adjacent environmentally sensitive habitat.

[14. Through 22. No change in text]

[F. No change in text]

**SECTION EIGHT:** That DMMC Prospective Section 24.66.050 shall be amended per CCC modifications #20 through #27 to read as follows:

**24.66.050 - Requirements for Urban Lot Split Map.**

[A. through D. No change in text]

- E. Urban Lot Splits shall comply with the inclusionary housing requirement stated in Section 30.93.060 and Chapter 24.21 (Inclusionary Housing) for dedication of one unit for lower income households. An additional in lieu fee payment shall not be required for the lot split.

[F. through H. No change in text]

- I. Prior to the recordation of the parcel map for an Urban Lot Split, the owner shall record a deed restriction with the County Recorder and file the recorded deed restriction with the City, acknowledging the applicable use limitations that shall run with the land. The deed restriction shall include the following text:

[1. through 2. No change in text]

3. A maximum of two dwelling units shall be permitted on each lot, either as two primary units, or a primary unit and an Accessory Dwelling Unit, or a primary unit and a Junior Accessory Dwelling Unit; however, at no time shall an entitled Urban Lot Split exercise all provisions in Government Code Sections 65852.21 and 66411.7.

[4. No change in text]

- J. This Chapter applies to proposed Urban Lot Split subdivisions on properties located within a single dwelling unit zone (R1-40, R1-14, R1-10, R1-5), except as prohibited per Section (I). In accordance with Section (I), proposed urban lot split subdivisions shall be prohibited in zones R1-10B and R1-5B, which are located entirely within the Floodplain Overlay Zone.

- K. To ensure that no adverse unavoidable impacts occur to public health and safety, coastal resources or impede public access to coastal resources, proposed development in locations listed below shall not be eligible to utilize or benefit from this Chapter. Where such circumstances apply all existing discretionary review processing requirements, zoning requirements, and maximum density per the General Plan and certified Local Coastal Program shall apply where the:

[1. No change in text]

2. Proposed development on lots containing wetlands or their buffers, as defined by either Coastal Commission regulation section 13577(b) (Cal. Code of Regs., tit.14) or the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993 or as revised), or other environmentally sensitive habitats as defined by Section 30.75.030, including those lands that have been conserved by dedication in fee title, easement covenants, or other forms of conservation easements.

[3. No change in text]

4. Proposed development on a lot that falls entirely or partially within a mapped Special Flood Hazard Area identified on the most recent FEMA Flood Insurance Rate Map ("FIRM").

[5. through 8. No change in text]

9. Proposed development that would require demolition of an existing dwelling unit that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or demolition of a dwelling unit that has been occupied by a tenant in the last three years. An applicant must demonstrate whether an existing house on a property implementing an Urban Lot Split or altered to accommodate two dwelling units was owner occupied or rented by a tenant to the Director's satisfaction, including but not limited to the execution of an affidavit that is subject to the laws of perjury.

[10. No change in text]

11. Projects proposing an Urban Lot Split on a lot that contains an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, unless the applicant converts one existing ADU or JADU per lot to a primary dwelling unit and removes all other ADUs or JrADUs in compliance with this Chapter. When proposing an Urban Lot Split, an applicant shall choose whether to use the provisions of this Chapter or the provisions of the ADU and JADU regulations consistent with Government Code Section 65852.21 and Section 65852.2, as amended, but shall not use both. In either case, each resulting lot shall not contain more than two units and each proposed primary unit shall be no more than 800 square feet in floor area.

[12. No change in text]

13. Proposed development located within the North Beach District as identified in the Community Plan that due to flood hazards, limited public access to coastal resources, or impediments to public recreation.

**SECTION NINE:** That DMMC Prospective Section 23.07.020 Objective Design Standards for Residential Development shall be amended per CCC modifications #28 and #29 to read as follows:

**23.07.020 – Applicability and Process for Approval**

[A. No change in text]

- B. Chapter 23.07 shall apply to proposed multiple dwelling unit housing development within the Housing Element Implementation Overlay Zone (Chapter 30.92) and any proposed residential development where the City is precluded by State Housing law from applying discretionary design review and permit approval processes that are identified in Chapter 23.08.

- C. Chapter 23.07 shall also apply to residential development in single dwelling unit zones that are subject to California Government Code Sections 65852.21 and 66411.7, referred to in this Chapter as “Two Unit Residential Development.” As part of the ministerial review, any Two Unit Residential Development shall comply with the following Objective Design Standards listed in Table A below. For any standard not explicitly identified below, all applicable objective standards of the underlying zoning designation and other objective standards contained in Chapter 30.93 shall apply. Where there are conflicting requirements between the Objective Design Standards below and other requirements within the Del Mar Municipal Code (DMMC) or the certified LCP, the stricter standard shall apply.

[D. No change in text]

**SECTION TEN:** That DMMC Prospective Section 23.07.030 shall be amended per CCC modification #30 to read as follows:

**23.07.030 – Objective Design Standards for Two Unit Residential Development**

- A. If it is not feasible to comply with all applicable Objective Design Standards listed in Table “A” below when constructing up to two, 800-square-foot dwelling units on a property, the applicant shall provide all necessary information requested by the City to reasonably demonstrate that it is infeasible to construct two, 800-square-foot dwelling units if compelled to comply with the City’s Objective Design Standards. Upon review of the applicant’s completed feasibility study, the Director of Planning and Community Development shall determine which of, if any, Objective Design Standards will apply or what standards may be waived to allow for up to two dwelling units that are no more than 800 square feet. The City will

also evaluate the application compliance with the certified Local Coastal Program and determine if other feasible siting locations reduce impacts to environmentally sensitive coastal areas or impacts to public scenic views. Additionally, the project may be denied if it will endanger public health or safety or create an adverse impacts to the physical environment that cannot be avoided or mitigated. On denial, the City will produce written findings to the applicant based on the preponderance of evidence that the project will have unavoidable or unmitigable impacts to the public's health and safety, coastal resources, or the physical environment.

[B. and C. and Table A No change in text]

**SECTION ELEVEN:** That DMMC Prospective Section 30.13.070 Development Standards for the R1-10B Zone shall be amended per CCC modification #31 to read as follows:

**30.13.070 – Development Standards.**

[A. No change in text]

B. Lot Dimensions.

[1. through 4. No change in text]

[C. No change in text]

**SECTION TWELVE:** That DMMC Prospective Section 30.15.030 Allowable Uses for the R1-5B Zone shall be amended per CCC modification #32 to read as follows:

**30.15.030 – Allowable Uses.**

The allowable uses in the R1-5B Zone are:

[A. through C. No change in text]

**SECTION THIRTEEN:** That DMMC Prospective Section 30.15.070 Development Standards for the R1-5B Zone shall be amended per CCC modification #33 to read as follows:

**30.15.070 – Development Standards.**

[A. No change in text]

B. Lot Dimensions.

[1. through 4. No change in text]

[C. No change in text]

**SECTION FOURTEEN:**

This action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 and Government Code Sections 65852.21(j) and 66411.7(n) because the adoption of an ordinance to implement SB 9 is not considered a project under Division 13 of the Public Resources Code.

**SECTION FIFTEEN:**

The Coastal Commission conditionally certified the Ordinance/LCPA on April 9, 2025, and the City scheduled the introduction hearing for the amending ordinance on the first available date for the associated public hearing of the City Council.

**SECTION SIXTEEN:**

This Ordinance was introduced by the City Council on May 19, 2025.

**SECTION SEVENTEEN:**

The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

**SECTION EIGHTEEN:**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION NINETEEN:**

Upon adoption, the Ordinance will be submitted to the California Coastal Commission for final certification of the Local Coastal Program Amendment. The Ordinance will take effect and be in force on the date that the Coastal Commission takes action to unconditionally certify the Local Coastal Program Amendment.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held on the 2nd day of June, 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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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 Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2nd day of June, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: June 2, 2025

SUBJECT: Amendment to Agreement with True North Compliance Services, Inc. for Building and Safety Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Approve the First Amendment to the Agreement with True North Compliance Services, Inc. (Attachment A) for Building and Safety Services extending the term for an additional five-year period ending June 30, 2030; and 2) Authorize the City Manager to execute the Amendment.

## BACKGROUND:

On July 1, 2020, the City of Del Mar entered into a five-year agreement with True North Compliance Services, Inc. (TNC) (Attachment B) to provide building services administration, building plan check services, building inspection services, and building counter operations for the City of Del Mar. As the City does not have an in-house Building Department, TNC provides all building services for the City. TNC operates out of their local office in San Diego and provides in-person building services at City Hall during counter hours on Monday and Wednesday from 1:00 p.m.–5:30 p.m., in addition to remote services Monday–Friday. Moreover, TNC also provides two (2) building inspectors who perform inspection services Monday–Friday. Isam Hasenin, TNC’s founder and president, serves as the City’s contract Chief Building Official.

## DISCUSSION/ANALYSIS:

The initial five-year term of the current agreement is set to expire on June 30, 2025. Section 2.1 of the agreement allows for one five-year extension to the term based on satisfactory performance and mutual agreement between the parties. Under the current agreement, TNC retains 80% of all building fees collected, and the City receives 20%. This arrangement is consistent with those of other cities in the region who contract for building services.

Since TNC’s first full year managing building services for the City in 2021, the City on a yearly average receives approximately 450 building permit applications, issues 400 building permits, and finalizes 200 building permits. The number of applications continues to increase each year, and it is anticipated that this trend will continue moving forward.

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## City Council Action:

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council associated with this item. Sufficient funds have been included in the proposed Fiscal Year 2025-2026 and 2026-2027 Operating and Capital Budget and will be included in future budget proposals 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.

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 – First Amendment to Agreement with TNC  
Attachment B – Original Agreement with TNC

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND TRUE NORTH COMPLIANCE SERVICES, INC.  
FOR BUILDING AND SAFETY SERVICES**

THIS FIRST AMENDMENT to the Agreement (First Amendment) is made and entered into effective the 1st day of July, 2025, by and between the City of Del Mar, a Charter City and municipal corporation (“City”), and True North Compliance Services, Inc. (“Consultant”) (collectively “Parties”).

**RECITALS**

WHEREAS, on July 1, 2020, the City and Consultant entered into an Agreement establishing the terms and conditions for Consultant to provide building and safety services to the City for a five-year period terminating June 30, 2025; and

WHEREAS, the Parties now desire to extend the term of the Agreement for an additional five-year period as provided for in Section 2.1; and

WHEREAS, the First Amendment is necessary in order to extend the term of the Agreement.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

Section 1. Section 2.1 of the Agreement is amended as follows:

**2. DURATION OF AGREEMENT**

**2.1 Term, Time for Performance.** The term of the Agreement is for a period commencing on July 1, 2020, and terminating June 30, 2030, (“Termination Date”) unless terminated earlier as set forth herein.

Section 2. Except as otherwise provided in this First Amendment, all terms and conditions, and attachments and exhibits thereto, of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be effective as of the date first written above.

[Signatures on the Following Page]

City of Del Mar  
First Amendment to TNC Agreement – Building and Safety Services  
Page 2 of 2

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

**TRUE NORTH COMPLIANCE SERVICES,  
INC.**

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

By: \_\_\_\_\_  
Isam Hasenin, President

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Leslie E. Devaney, City Attorney

JUN - 8 2020

**CITY OF DEL MAR**

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND TRUE NORTH COMPLIANCE SERVICES, INC.  
FOR BUILDING AND SAFETY SERVICES**

This Consulting Services Agreement ("Agreement") is made and entered into this 1st day of July, 2020 by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and True North Compliance Services, Inc. ("Consultant") (collectively "Parties").

**WHEREAS**, the City desires to employ a consultant to provide Building Services Administration, Building Plan Check Services, Building Inspection Services, and Building Counter Operations for the City of Del Mar ("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 and Community Development Director is hereby designated as the Project Coordinator for City and will monitor the progress and execution of this Agreement. Consultant shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for Consultant. Isam Hasenin 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 five (5) years from the date of execution, expiring on June 30, 2025. The Agreement may be extended one time for an additional five (5) year period upon agreement 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 the City Manager's request, as property of City.

## 4. COMPENSATION.

**4.1 Total Amount.** Compensation to Consultant shall be provided on percentage basis as described in Exhibit "B". 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 Fee Schedule contained in Exhibit "B." 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.

City of Del Mar  
 City Clerk  
 1050 Camino del Mar  
 Del Mar, CA 92014

True North Compliance Services, Inc.  
 President  
 990 Highland Drive, Suite 212-S  
 Solana Beach, CA 92075

**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 tortuous 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 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

By:   
\_\_\_\_\_  
Christa Johnson, City Manager

**TRUE NORTH COMPLIANCE SERVICES,**  
**INC.**

By:   
\_\_\_\_\_  
Isam Hasenin, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie E. Devaney, City Attorney

ATTEST:

  
\_\_\_\_\_  
Ashley Jones, Administrative Services  
Director/City Clerk

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **1) BUILDING SERVICES ADMINISTRATION**

a) Consultant shall provide an International Code Council (ICC) Certified Building Official with the following minimum qualifications:

- i. The Building Official is expected to be available for 24-hour, emergency on-call services as needed;
- ii. The Building Official is a contract position and shall be available to answer questions, inspect properties (as back up), attend applicable meetings and provide expertise on items and projects requiring a high level of building and safety expertise;
- iii. Minimum of eight (8) years of public building department experience; and
- iv. ICC certified inspector and/or plan checker.

Consultant shall not change the designated Building Official without proper advance notice and discussion with Director of Planning and Community Development.

b) The Building Official shall be responsible for the daily administration of Building Services activities, and shall perform the following services, including but not limited to:

- i. Function as the Building Official as set forth in the California Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law, and Municipal code requirements;
- ii. Issue Certificates of Use and Occupancy for buildings and structures;
- iii. Manage, coordinate, and oversee the building permit and plan check, building inspection, staffing, and building counter services so that they function as a cohesive service for the City and public;
- iv. Assist in the maintenance, amendment, and development of ordinances and regulations necessary to the implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens;
- v. Assist in City efforts to modify/update fees and charges associated with Building Services, including tracking of staff hours and charges to provide Building Services to City;
- vi. Make determination on the approval and use of alternative materials and methods of construction;
- vii. Make final interpretations concerning the application of building and safety codes;
- viii. Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators;

- ix. Notify the City of any consultant staffing changes necessary to maintain the performance standards;
- x. Preparation of quarterly SMIP (California Strong Motion Instrumentation Program) and other Building Fee reports as needed;
- xi. Preparation of quarterly progress reports outlining number of permits processed, total valuation or processed permits, and total fees collected;
- xii. Preparation of annual reports detailing the number of dwelling units permitted/constructed each calendar year, both net new and replacement;
- xiii. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date;
- xiv. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances;
- xv. Ensure all building related activity is entered into the City's permit tracking system in an accurate, complete and timely manner;
- xvi. Assist in the preliminary review of project development applications for general feasibility of construction as designed to aid in Planning staff's discretionary review prior to a determination subject to the City's regulatory documents, including the DRO, Floodplain, and LCP, including comment and provision of "conditions of approval" for concept plans as part of the City's discretionary process;
- xvii. Provide consultant staff support, as needed, on project and/or process-related items including appeals presented to the City's Design Review Board, Planning Commission, City Council, or City committees. Attend meetings and/or hearings as needed;
- xviii. Provide consultant support to staff related to building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations;
- xix. Provide technical assistance in Code Enforcement matters as needed by the Code Enforcement Officer, including communication and follow up with the on cases involving building code compliance;
- xx. Act as back up to the Code Enforcement Officer when needed for issuance of Stop Work Orders or related matters;
- xxi. Provide documented annual training for City of Del Mar staff in sustainable building and Green Building;
- xxii. Respond to Public Records Requests (formal response within five (5) business days); and
- xxiii. Provide appropriate and timely follow up on complaints and non-permitted work.

## **2) BUILDING PLAN CHECK SERVICES**

- a) Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices;
- b) Type of proposed plan check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Leadership in Energy and Environmental Design (LEED), onsite wastewater treatment systems (OWTS) and public nuisance abatement; Fire Code and Floodplain (FEMA) related plan check and inspections services;
- c) Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements;
- d) Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations;
- e) Review and approve building/structural revisions to plans required during construction;
- f) Calculate building permit and plan check fees, and review permit issuance;
- g) Provide problem solving methods for unique or challenging plan check or code interpretation issues;
- h) Interface with applicants and City staff;
- i) Provide trained staff familiar with sustainable building and Green Building concepts such as those supported by LEED, California Association of Building Energy Consultants (CABEC), Residential Energy Services Network (RESnet), U.S. Green Building Council (USGBC), and National Pollution Discharge and Elimination System Permit (NPDES);
- j) Review and provide plan check comments digitally using BlueBeam (or other City utilized software as applicable) as primary means of communicating corrections to applicants;
- k) Use of TRAKiT software for permit tracking, plan check routing, and inspections. The City will provide user logins;
- l) Provide full digital (PDF) copies of all "finalized" building permits files (permits and plans) for entry into the City's Electronic Data Management System by City staff;
- m) Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to Planning and Community Development, Public Works Department, City's contracted Engineering Services consultant, City's contracted Clean Water consultant, Del Mar Fire Department, and the San Diego County Department of Environmental Health; and
- n) Provide expedited plan check for certain projects types, such as Accessory Dwelling Units, and when requested by the City.

Plan check turnaround times shall be as follows:

<b>PROJECT TYPE</b>	<b>TIMEFRAME: 1<sup>ST</sup> REVIEW (WORKING DAYS)</b>	<b>TIMEFRAME: RE-CHECKS (WORKING DAYS)</b>	<b>APPLICATION PROCESSING TIME</b>	<b>PERMIT ISSUANCE TIME</b>
a. Single-family Residential remodels & additions	5	3	24 hours, but Over-The-Counter for most projects	24 hours, but Over-The-Counter for most projects
b. Accessory Dwelling Units	5	3	24 hours, but Over-The-Counter for most projects	24 hours, but Over-The-Counter for most projects
c. Solar and Energy Storage Systems Permits	3	2	24 hours, but Over-The-Counter for most projects	24 hours, but Over-The-Counter for most projects
d. New Single Family Dwellings	5	3	24 hours	24 hours
e. Commercial Tenant Improvements	5	3	24 hours, but Over-The-Counter for most projects	24 hours, but Over-The-Counter for most projects
f. Light Commercial of under 10,000 square	10	5	24 hours	24 hours
g. Large commercial Projects over 10,000	15	10	2 days	2 days
h. New Multi-family Residential Projects	15	10	2 days	2 days
i. Fire Code Reviews	10	5	N/A	N/A

### 3) BUILDING INSPECTION SERVICES

- a) Provide an ICC-certified (preferred) Building Inspector who is fully trained/certified/qualified for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, floodplain (FIRM/FEMA) design standards, and NPDES requirements;
- b) Provide building inspection services for both residential and non-residential projects five (5) days a week (City-designated holidays excluded);
- c) Ability to serve as a resource and provide information on City regulations to property owners, residents, businesses, the general public and other City departments;
- d) Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances;
- e) Inspect for compliance with applicable conditions of approval set forth by the City's Community Development Department, Design Review Board, Planning Commission, and/or City Council, and communicate with City staff as appropriate;
- f) Coordinate with various City and County agencies and departments, including but not limited to Planning and Community Development, Public Works, City's contracted Engineering Services consultant, City's contracted Clean Water consultant, Del Mar Fire Department, San Diego County Department of Environmental Health, and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations;
- g) During inspections, issue work correction notices; it is expected, that in the event an inspection finds violations in code requirements and/or permit conditions of approval, the Inspector immediately contact the City's Code Enforcement Officer and document accordingly in TRAKiT;
- h) Provide all vehicles, fuel, maintenance, cell phones and iPads (or substantially similar tablet), and other equipment necessary for field personnel to carry out building permit inspections and duties;
- i) Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents; and
- j) Input daily inspection information into the City's tracking system (TRAKiT). The City will provide user logins.

Typical inspections include, but are not limited to, the following:

- 1) Pre-construction after partial demolition (50% valuation);
- 2) Receipt of a pad certification document from a licensed surveyor for height (zoning height verification if Zoning Ordinances restrict total building height);
- 3) Underground plumbing (could have four separate inspections, water, sewer, gas and fire sprinkler). Verification of setback requirements;
- 4) Underground electrical;
- 5) Footings (multiple inspections may be required due to size or phases of construction, or footing and then CMU or concrete stem wall);

- 6) Foundation wall drainage system;
- 7) Shoring;
- 8) Floor framing and nailing for raised floor over concrete stem walls;
- 9) Exterior walls (shear wall nailing, height and window size);
- 10) Floor framing and nailing of multiple stories if applicable;
- 11) Roof framing and nailing with total height verification;
- 12) Fire sprinkler;
- 13) MEPS (mechanical, electrical, plumbing and structural inspections; may be separated based on time frames);
- 14) Shower pans;
- 15) Interior lath (for showers);
- 16) Insulation;
- 17) Drywall and lath (sometimes performed individually);
- 18) Temporary power (if new structure);
- 19) Final

Additional inspections may be performed as needed by the City including inspections related to special conditions related to Design Review and other City Departments.

#### **4) BUILDING COUNTER OPERATIONS**

- a) Provide public counter service at the Del Mar City Hall located at 1050 Camino Del Mar for a minimum of 4.5 hours Monday through Thursday and 3.5 hours on Fridays (excluding City-designated holidays). Currently, the public counter is open from 1:00 p.m. to 5:30 p.m. Monday through Thursday, and 1:00 p.m. to 4:30 p.m. on Friday (counter times are subject to change as needed by the City). Upon mutual agreement by both Parties, alternatives to providing counter operations remotely, in whole or in part, may be provided so long as the arrangement provides the minimum criteria required below for Building Counter Operations;
- b) Answer technical questions of the public and City staff, and provide helpful information on permit processing, fees, plan check, inspections, and general Code inquiries. Counter service staff are expected to provide prompt and timely responses to the public;
- c) Receive, process, and issue building permits, plan checks, and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into City's computer tracking system including fees;
- d) Ability to accept building permit applications and materials digitally;
- e) Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits;
- f) Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, reporting on SMIP allocations, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process;
- g) Identify and collect all required fees for building permit applications and other Building

Services. Input information into the City's permit tracking system (TRAKIT) and separate cashiering system. Facilitate the collection of fees from other department and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit. Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures;

- h) Selected firm will be responsible for providing all technology related hardware (i.e. computers, monitors, printers) for digital permit issuance and tracking system;
- i) Collect construction and demolition Waste Management Plan prior to building permit issuance and ensure construction and demolition recycling requirements are met prior to final inspection;
- j) The City will provide shared office space and limited equipment such as use of a desk/counter, office supplies, desktop computer and telephone to be used when performing contractual services onsite at the City. Space is available at the City Hall public counter for daily Counter Service use. Any equipment outside of what is explicitly provided will be the responsibility of the selected firm unless otherwise agreed upon by the City to provide;
- k) All approval stamps, applications, forms and other documents used in providing Building Contractual services provided by the Consultant for the City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City; (Costs for the provision of these processing tools and supplies shall be the responsibility of the City); and
- l) Respond to Public Records Requests (formal response within five (5) business days).

**EXHIBIT "B"**  
**CONSULTANT FEE SCHEDULE**

**1. Percentage-based Fees for Building Services**

CONSULTANT to receive **eighty percent (80%)** of the collected Building permit, plan check, and inspection fees pursuant to the City's adopted Building Fee Schedule to provide for the Scope of Services listed in Exhibit A.

CITY to retain **twenty percent (20%)** of the collected Building permit, plan check, and inspection fees pursuant to the City's adopted Building Fee Schedule to administer the contract and provide for Building Services at the Del Mar City Hall.

**2. Additional Services**

The following hourly rate table applies to Additional Services that may be required by the City and not included in Item 1 above.

Code Enforcement Inspector	\$90.00
Structural Engineer (For Special Assignments)	\$135.00
Geotechnical Engineer	\$135.00
CASp Plans Examiner/Inspector	\$125.00
Grading/Public Improvements Plan Review Engineer	\$110.00
Fire Plan Reviewer/Inspector	\$105.00
Engineering Counter Permit Technician	\$75.00
Public Works Inspector (Prevailing Wage)	\$105.00
Revisions/Deferred Submittals/RFIs	\$110.00
Expedited Plan Services	1.5 times the normal plan check fee
Administrative Assistant	\$65.00



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Marco Camacho, Finance Manager/Treasurer  
Kseniia Izgarskaia, Senior Management Analyst  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Agreement for Audit Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Approve a professional services agreement with Davis Farr, LLP (Attachment A) to provide audit services to the City for an initial three-year period effective July 1, 2025, through June 30, 2028; and 2) Authorize the City Manager to execute the agreement and any subsequent term extension amendments provided in the agreement contingent upon satisfactory performance by the consultant.

## BACKGROUND:

The primary purpose of a financial audit is to render an opinion on whether the City's financial statement reports are presented fairly in conformity to applicable generally accepted accounting standards. In accordance with state law and the industry best practices, the City's financial statements are audited annually by external auditors who are Certified Public Accountants (CPA) and independent of City operations.

The City's standard practice is to contract with CPA firms licensed by the State of California to perform municipal financial audits. The City's current auditor is CliftonLarsonAllen, LLP, and the agreement for services is set to expire on June 30, 2025.

## DISCUSSION/ANALYSIS:

On April 9, 2025, the City issued a Request for Qualifications (RFQ) 2025-02 soliciting proposals from qualified firms to provide audit services for an initial three-year period with an option to extend the agreement for an additional two-year period. The City received four proposals from the following firms:

- 1) Vasquez + Company, LLP
- 2) SingerLewak, LLP
- 3) CliftonLarsonAllen, LLP
- 4) Davis Farr, LLP

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City Council Action:

The proposals were carefully evaluated by staff based on several criteria, including but not limited to: technical competence, responsiveness to the RFQ including the audit approach and methodology, experience auditing governmental agencies, prior experience with the City of Del Mar, clarity and organization of the proposal, and cost. Based on the review of the proposals submitted by the responsive firms, staff is recommending that the City enter into an agreement with Davis Farr LLP (Davis Farr).

Davis Farr is a full-service regional accounting firm that specializes in providing attest and advisory services to federal, state, and local governments. Davis Farr specializes in municipal audits and has extensive experience having served governmental entities for over 30 years, including some other municipalities in the region, such as the cities of Carlsbad, Coronado, Poway, and Solana Beach. Davis Farr's proposal demonstrated excellent qualifications and the ability to meet the City's needs in full compliance with Governmental Accounting Standards Board (GASB) standards. The fees for services proposed by Davis Farr are fair and in line with the market.

If the agreement for services is approved, Davis Farr will complete the City's audit for Fiscal Years 2024-2025, 2025-2026, and 2026-2027 during the initial term of the agreement, with an option to extend the agreement for an additional two-year period.

FISCAL IMPACT:

The total cost of audit services for the initial three-year agreement term is \$160,080. It is the all-inclusive cost of the annual audit, Single Audit, and State Controller's report. Funds for these services will be included in Fiscal Year 2025-2026 and 2026-2027 Operating and Capital Budget presented for City Council's consideration and adoption on June 16, 2025.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Agreement with Davis Farr LLP

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND DAVIS FARR LLP  
FOR AUDIT SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2025, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Davis Farr LLP (“Consultant”) (collectively “Parties”).

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

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

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

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

**1. CONSULTING SERVICES.**

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

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

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

**2. DURATION OF AGREEMENT.**

**2.1 Term, Time for Performance.** This Agreement shall be effective for a period of three (3) years beginning on July 1, 2025, and ending on June 30, 2028. 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 Fee Schedule contained in **Exhibit "B"** and incorporated herein. Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

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

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

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

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

**7. AUDIT OF RECORDS.**

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

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

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

**9. CONFLICTS OF INTEREST.**

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

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

**9.3** If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 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  
[cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us)

If to Consultant:  
Davis Farr LLP  
Shannon Ayala, Partner  
1903 Wright Place, Suite 280  
Carlsbad, Ca 92008  
[sayala@davisfarr.com](mailto:sayala@davisfarr.com)

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

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

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

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

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior

to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

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

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

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

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

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

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

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

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

and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

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

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

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

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

**DAVIS FARR LLP,**  
a California corporation

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

By: \_\_\_\_\_  
Shannon Ayala, Partner

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney

## EXHIBIT A SCOPE OF SERVICES

The City's goal is to provide the public and its constituents with a comprehensive financial statement that gives complete, accurate, and understandable information about the City's financial condition, fully compliant with all GASB standards.

A. The Consultant's (auditor) Scope of Services includes but is not limited to:

1. Examine the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Del Mar, and the City's financial records for each of the three fiscal years starting with the fiscal year ending June 30, 2025 through June 30, 2027. The purpose of the examination is to obtain the auditor's opinion on the fairness of the basic financial statements presented, and whether they comply with generally accepted accounting principles applied on a basis consistent with that of the preceding year. The examination shall be conducted in accordance with generally accepted auditing standards as set forth in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of the Federal Single Audit Act as amended, and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of State and Local Governments and Non-Profit Organizations, and shall include such tests as sampling and other audit techniques as determined by the auditor.
2. Following the completion of the audit of the City's basic financial statements and related records, the auditor shall prepare:
  - a. A standard short form audit report. The audit reports for the City shall include a signed opinion, basic financial statements, including government-wide financial statements and fund financial statements, for all funds, and accompanying notes to the basic financial statements. If applicable, a report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards. (Single Audit)
  - b. If applicable, a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133. (Single Audit)
  - c. If applicable, a schedule of findings and questioned costs. (Single Audit)
  - d. If applicable, an "in-relation-to" report on the schedule of expenditures of federal awards. (Single Audit)
3. Apply to the management discussion and analysis those procedures required by the auditing standards to be applied to required supplementary information. The auditor will apply an understanding of the method of preparation, the source and basis for the information presented, comparing for consistency to the audited data, and ascertaining that the management's discussion and analysis contains all of the information required by all GASB standards and does not contain information prohibited to be presented in the management's discussion and analysis.
4. Present and discuss the annual basic financial statements and results of operations at a City Council meeting.
5. Prepare and submit a management letter at the conclusion of the annual audit. The management letter shall report all significant opportunities for realistically improving

internal controls of the City's operations and procedures that are discovered or observed by the auditor in the course of the annual audit and management response to the recommendations.

6. Provide general consultation on financial reporting matters.
  7. The auditor shall communicate in a letter to the City Manager any reportable conditions, as defined by professional auditing standards, found during the audit. Any irregularities or illegal acts that come to the auditor's attention will be reported immediately to the City Manager.
  8. Presentation of Information to the Finance Committee. Auditors shall inform the City's Finance Committee of each of the following:
    - a. The auditor's responsibility under generally accepted auditing standards.
    - b. Significant accounting policies
    - c. Management judgments and accounting estimates.
    - d. Significant audit adjustments
    - e. Other information in documents containing audited financial statements.
    - f. Disagreements with management
    - g. Major items discussed with management prior to retention
    - h. Difficulties encountered in performing the audit.
  9. Attend, participate, and staff up to two Finance Committee meetings per year.
  10. It is the responsibility of the auditor to request and acquire access to any needed information pertinent to audits of previous year's financial statements. The most likely source for obtaining such information is City staff and the City's independent financial auditor for the year(s) in question.
  11. From time to time, the City may require special services or assistance which could be subject to a new agreement or amendments to the original agreement entered into in accordance with all applicable City regulations. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Cost Proposal required per Section V.
  12. All working papers and reports must be retained, at the auditors' expense, for a minimum of seven (7) years, unless the firm is notified in writing by the City of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
- B. General Schedule for Performance of Audit Services. This project schedule is for illustrative purposes only. A final time schedule will be worked out between City staff and the Consultant:
- July 31 - preliminary close.
  - August 20 - close of accounts payable accrual period.
  - September 18 - generate final trial balance.
  - October 16 - receive electronic drafts of financial reports and management letter.
  - October 30 - receive financial reports and management letter.
  - December/January - present all reports and opinion to the City's Finance Committee and to City Council.

C. City staff will provide the following assistance to Consultant:

1. City staff and responsible management personnel will be available during the audit to provide information, documentation, and explanations.
2. City staff will prepare all confirmations and auditors shall distribute.
3. City staff will prepare audit schedules.
4. City staff will prepare the management discussion and analysis to be incorporated into the financial statements.
5. The auditors shall provide a list of all schedules to be provided by the City (including confirmations) by June 1st of each year.
6. Report preparation of the basic financial statements, including government-wide financial statements and fund financial statements, for all funds, and accompanying notes to the financial statements shall be the responsibility of the City. Preparation of the supplemental sections for the ACFR, editing, and printing shall be the responsibility of the City.

**EXHIBIT B  
 FEE SCHEDULE**

Tasks	Year 1 FY 24-25	Year 2 FY 25-26	Year 3 FY 26-27	Year 4* FY 27-28	Year 5* FY 28-29
City Audit, including GANN Limit	\$44,030	\$45,350	\$46,700	\$48,100	\$49,540
City Financial Transaction Report (State Controller Report)	3,900	4,000	4,100	4,200	4,300
Single Audit**	3,900	4,000	4,100	4,200	4,300
<b>Total Audit Fees</b>	<b>\$51,830</b>	<b>\$53,350</b>	<b>\$54,900</b>	<b>\$56,500</b>	<b>\$58,140</b>

*\*if the Agreement is extended for an additional two-year period per Agreement Section 2.1.*

*\*\* Includes one major program. Additional major programs can be audited at \$2,500 per program.*



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Joe Bride, Public Works Director  
Polly Robertson, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Restructuring the Sale of Reclaimed Water to the 22<sup>nd</sup> District Agricultural Association

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Adopt a Resolution (Attachment A) to Rescind Resolution 2000-19 Adopting Rules and Regulations for Recycled Water Service; 2) Approve an Agreement with the San Elijo Joint Powers Authority Regarding Delivery of Reclaimed Water and Delegation of Responsibilities Under the Water Recycling Act of 1991 (Attachment B); 3) Approve the Fourth Amendment to the Reclaimed Water Sales Agreement with the San Elijo Joint Powers Authority and the 22<sup>nd</sup> District Agricultural Association (Attachment C); and 4) Authorize the City Manager to execute the Agreement and the Fourth Amendment.

## BACKGROUND:

On November 5, 1997, the City of Del Mar entered into two agreements related to the purchase and sale of reclaimed water within the City of Del Mar. The first agreement was between the City of Del Mar (City), as the purchaser, and the San Elijo Joint Powers Authority (SEJPA), as the seller, for reclaimed water sales. The second agreement was between the City, SEJPA, and the 22<sup>nd</sup> District Agricultural Association (District) for the City to purchase reclaimed water from SEJPA and sell it to the District.

These agreements are necessary because the SEJPA's pipelines and meters are physically located within the City's jurisdictional service area. Under these agreements, the City serves as a pass-through agency for the sale of reclaimed water between the District and the SEJPA, collecting payments for consumption of reclaimed water from the District and remitting equal payments to the SEJPA. Most of the City's reclaimed water is utilized and paid for by the District.

In 2014, the City Council authorized first amendments to the reclaimed water sales agreements with SEJPA and the District, which increased reclaimed water rates and

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City Council Action:

reduced the annual minimum purchase volume from 150 acre feet (AF) to 120 AF. These amendments also removed the 85% indexed pricing and replaced it with cost-of-service pricing.

In 2020, the City Council authorized second amendments to the reclaimed water sales agreements with SEJPA and District, which increased reclaimed water rates and reduced the minimum purchase volume from 120 AF to 85 AF, which was based on actual usage by the District. These second amendments extended the term of the agreements to June 30, 2023, and allowed for the agreements to continue year to year under the same terms and conditions unless terminated or otherwise amended.

In 2023, the City Council authorized third amendments to the reclaimed water sales agreements with SEJPA and the District, which adjusted the minimum purchase volume to 170 AF for the combined two-year timeframe of Fiscal Year (FY) 2021-2022 through FY 2022-2023. Beginning July 1, 2023, the amendments stated that the annual minimum purchase volume of reclaimed water reverted to 85 AF.

DISCUSSION/ANALYSIS:

The City expends significant resources serving as a pass-through agency for the sale of reclaimed water between the District and SEJPA. However, there is no administrative fee charged by the City to offset these impacts and the arrangement provides no economic or operational benefit to the City. As such, staff recommends that the City discontinue serving as a pass-through agency, while remaining a SEJPA reclaimed water customer for the City's own reclaimed water needs.

Per Section 14 of the original agreements, amendments can be re-negotiated upon the written request of the parties. The parties have worked together, along with their respective legal counsel, to draft the proposed terms of the Agreement and Fourth Amendment.

To formalize the restructuring of the sale of reclaimed water described above, staff recommends the City Council adopt a Resolution (Attachment A) rescinding Resolution 2000-19 Adopting Rules and Regulations for Recycled Water Service. Staff also requests that the City Council approve the Agreement with SEJPA Regarding Delivery of Reclaimed Water and Delegation of Responsibilities Under the Water Recycling Act of 1991. If approved, the restructuring would go into effect in July 1, 2025. The new agreement will replace the original agreement from 1997.

Staff also requests that the City Council approve the Fourth Amendment to the Reclaimed Water Sales Agreement to remove the City from the agreement and future amendments. The Fourth Amendment will delegate authority to SEJPA to provide reclaimed water services directly to the District. The City will no longer serve as a pass-through agency, allowing the District to coordinate directly with SEJPA on all future amendments and

invoicing. Additionally, SEJPA will reduce the District's minimum annual purchase volume from 85 AF to 75 AF.

**FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this agenda item. Approval of the recommended action will eliminate the administrative burden to City resources related to acting as a pass-through agency to provide recycled water to the District, which will have a positive economic benefit to the City.

**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:**

This item is operational in nature and is not directly related to the City Council's list of Goals and Priorities.

**ATTACHMENTS:**

- Attachment A – Resolution to Rescind 2000-19 Adopting Rules and Regulations for Recycled Water Service
- Attachment B – Agreement between SEJPA and the City of Del Mar Regarding Delivery of Reclaimed Water and Delegation of Responsibilities
- Attachment C – Fourth Amendment to Reclaimed Water Sales Agreement with the SEJPA and the 22<sup>nd</sup> District Agricultural Association

## RESOLUTION NO. 2025-XX

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, RESCINDING RESOLUTION 2000-19 ADOPTING RULES AND REGULATIONS FOR RECYCLED WATER SERVICE

WHEREAS, the City of Del Mar (City) entered into two agreements related to the purchase and sale of reclaimed water on November 5, 1997. The first agreement was between the City and the San Elijo Joint Powers Authority (SEJPA) relating to reclaimed water sales, the second agreement was between the City, SEJPA, and the 22<sup>nd</sup> District Agricultural Association (22<sup>nd</sup> DAA) for the City to purchase reclaimed water from the SEJPA and transfer it to 22<sup>nd</sup> DAA; and

WHEREAS, the City adopted Resolution 2000-19 Adopting Rules and Regulations for Water Service on May 1, 2000 with the SEJPA for the delivery of reclaimed water to the 22<sup>nd</sup> DAA; and

WHEREAS, the City has served as a pass-through agency for the sale of reclaimed water between the 22<sup>nd</sup> DAA and the SEJPA, collecting payments for consumption of reclaimed water from the 22<sup>nd</sup> DAA, and remitting equal payments to the SEJPA; and

WHEREAS, the City Council intends to discontinue serving as a pass-through agency, however the City will remain a SEJPA reclaimed water customer for to serve its own reclaimed water needs, which upon the passing of this Resolution shall become effective July 1, 2025.

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

1. The above recitals are true and correct; and
2. The City Council hereby rescinds Resolution 2000-19 Adopting Rules and Regulations for Recycled Water Service.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 2<sup>nd</sup> day of June, 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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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. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2<sup>nd</sup> day of June, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

**AGREEMENT BETWEEN SAN ELIJO JOINT POWERS AUTHORITY  
AND CITY OF DEL MAR REGARDING DELIVERY OF RECLAIMED  
WATER AND DELEGATION OF RESPONSIBILITIES  
UNDER THE WATER RECYCLING ACT OF 1991**

This Agreement (“**AGREEMENT**”) is made and entered into on this 1st day of July, 2025, by and between the San Elijo Joint Powers Authority, a Joint Powers Authority (“**SEJPA**”), and the City of Del Mar, a chartered municipal corporation (“**CITY**”). The SEJPA and City may herein be collectively referred to as the “Parties” or individually, as a “Party.”

**RECITALS**

WHEREAS, the SEJPA is a producer of recycled or reclaimed water in accordance with the requirements of Order No. 2000-10, Master Recycled Water Permit for the production and purveyance of Recycled Water for San Elijo Joint Powers Authority, San Dieguito Water District, Santa Fe Irrigation District, and City of Del Mar, as adopted by the California Regional Water Quality Control Board, San Diego Region on March 8, 2000, which incorporates Title 22 of the California Code of Regulations, and amendments thereto; and

WHEREAS, on November 5, 1997, the SEJPA, the CITY and the 22nd District Agricultural Association, a California State Institution located within the CITY’s service area (the “**DISTRICT**”), entered into that certain Reclaimed Water Sales Agreement and three subsequent amendments thereto, which established the terms and conditions under which the SEJPA produces, and the SEJPA and the CITY deliver, reclaimed water to the DISTRICT (collectively referred to herein as, the “**RW Contract**”); and

WHEREAS, the SEJPA, CITY and the DISTRICT wish to execute a Fourth Amendment to the RW Contract in order to further reduce the annual minimum purchase volume and adjust the cost of reclaimed water being charged to the DISTRICT, and to remove the CITY as a party to the RW Contract, but continue certain terms for the provision of reclaimed water by SEJPA to the DISTRICT, whereupon SEJPA shall become responsible for all rights and obligations previously held by CITY under the RW Contract, as amended; and

WHEREAS, the CITY is responsible for the purveyance of potable and reclaimed water within its service area in accordance with the Water Recycling Act of 1991 (Water Code §§ 13575 *et seq.*) (the “**Act**”); and

WHEREAS, the Act encourages retail water suppliers and reclaimed water producers and wholesalers to enter into contracts to facilitate the service of reclaimed water in the most efficient and cost-effective manner; and

WHEREAS, the Act allows a retail water supplier (here, the CITY) to delegate to a reclaimed water producer or wholesaler (here, the SEJPA) its authority to provide reclaimed water to a customer in the retail water supplier’s jurisdiction via a written agreement; and

WHEREAS, the SEJPA has the ability to provide reclaimed water to the DISTRICT, a customer in the CITY’s jurisdiction; and



If notice is personally served on a Party in compliance with this Section, it shall be deemed delivered, given and received on the date of service. If notice is mailed to a Party in compliance with this Section, it shall be deemed delivered, given and received upon the earlier of: (i) four (4) calendar days from the date of deposit in the United States mail, or (ii) the date of receipt as indicated on the return receipt.

### SECTION 3. AMENDMENTS

This AGREEMENT may not be amended, changed or modified except by a writing duly executed by both Parties hereto.

### SECTION 4. ASSIGNMENT

Neither this AGREEMENT nor any interest, right or obligation herein described, nor any monies due or to become due hereunder, shall be assigned, pledged, transferred or otherwise disposed of without the prior written consent of both Parties to this AGREEMENT, which consent shall not be unreasonably withheld.

### SECTION 5. EFFECTIVE DATE

This AGREEMENT shall become effective upon the date first written above.

### SECTION 6. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall terminate upon the mutual written agreement of both Parties.

### SECTION 7. BINDING EFFECT

This AGREEMENT shall be binding upon the Parties according to its terms and shall also bind their respective successors in interest and permitted assigns.

### SECTION 8. INDEMNIFICATION

Each Party agrees to indemnify, protect and hold the other Party and its directors, agents, officers and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including to the others' directors, agents, officers or employees, which arise from or are connected with and are cause or claimed to be caused by the acts or omissions of the other, and its directors, agents, officers and employees performing under this AGREEMENT, and all expenses of investigations and defending against the same; provided, however, that each Party's duty to indemnify and hold harmless shall not apply to those incidents or claims arising from the sole negligence or willful misconduct of the other Party, its directors, agents, officers and/or employees. To the extent that more than one Party is determined to have been negligent or at fault, the Parties agree that each Party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other Party from that share.

This indemnity Section is not intended by the Parties to waive any legal rights for defenses and immunities and other legal safeguards and protections from liability which are granted to public agencies and their employees under the California Tort Claims Act. The Parties' indemnification, defense and hold harmless obligations pursuant to this AGREEMENT shall survive the expiration or termination of the AGREEMENT.

## SECTION 9. RESERVATION OF RIGHTS; NO VESTED RIGHTS

It is hereby expressly understood and agreed that the CITY by execution of this AGREEMENT and the exercise of the rights granted to it by this AGREEMENT shall not acquire any vested right to reclaimed water, and shall not acquire any vested right, title, or interest in or to the SEJPA's wastewater treatment facilities, reclaimed water distribution system, or any other SEJPA facilities, other than as expressly authorized under Section 10 of this AGREEMENT. The SEJPA expressly reserves all of its rights except as expressly provided otherwise herein.

## SECTION 10. UNRELATED SUPPLY OF RECLAIMED WATER BY SEJPA TO CITY

The Parties acknowledge that CITY has a separate reclaimed water meter unrelated to the DISTRICT. To the extent CITY withdraws reclaimed water from SEJPA's system, CITY shall pay for the volume of reclaimed water received per hundred cubic feet. SEJPA shall directly invoice the CITY monthly for any withdrawal of reclaimed water, retrofit loan payments (as applicable), domestic water used for blending, and any supplemental water delivered to the CITY's meter. The price of reclaimed water charged (including fixed or meter fees, if any) by the SEJPA to the CITY shall be determined by SEJPA based on a cost-of-service analysis prepared by SEJPA or its retained expert consultants and approved at an open and public meeting. The CITY shall pay SEJPA's invoice within forty-five (45) days after receipt of the invoice.

## SECTION 11. ATTORNEYS' FEES

If any arbitration proceeding or action at law is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing Party shall be entitled to a reasonable attorneys' fees and expert witnesses' fees, which may be set by the Court in the same action brought for that purpose, in addition to any other relief to which a Party may be entitled.

## SECTION 12. APPLICABLE LAW

This AGREEMENT is entered into in the State of California and California law shall apply to the interpretation and construction of all of its provisions.

## SECTION 13. JURISDICTION, FORUM AND VENUE

The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this AGREEMENT shall be in the State and Federal courts located in the State of California, County of San Diego. The Parties agree not to bring any action or proceeding arising out of or relating to this AGREEMENT in any other jurisdiction, forum or venue. The Parties hereby submit to personal jurisdiction in the State of California for the enforcement of this AGREEMENT and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this AGREEMENT, whether on the grounds of inconvenient forum or otherwise.

## SECTION 14. SEVERABILITY

If any non-material provision of this AGREEMENT, or any portion of any such provision, is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be carried into effect.

## SECTION 15. REMEDIES

All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the Parties may have, except as otherwise expressly limited herein. Subject to the limitations or remedies imposed elsewhere in this AGREEMENT, the Parties shall not be deemed to have waived any of their rights or remedies hereunder, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of any Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. No waiver or any rights under this AGREEMENT shall be binding unless it is in writing signed by the Party waiving such rights.

## SECTION 16. NO THIRD-PARTY BENEFICIARY

Unless otherwise expressly stated herein, this AGREEMENT creates rights and duties only between the Parties, and no third-party is or shall be deemed to be or shall have any rights as a third-party beneficiary nor shall any third-party have the right to enforce any provisions of this AGREEMENT.

## SECTION 17. COUNTERPARTS

This AGREEMENT may be executed electronically and/or in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

## SECTION 18. FACSIMILE OR ELECTRONIC TRANSMISSION OF SIGNATURES

Upon execution of this AGREEMENT by each Party, a photocopied, facsimile and/or electronic transmission of each Party's signatures may be delivered to the other Party and used in place of original signatures on this AGREEMENT with the same force and effect as if the countersigned originals of this AGREEMENT had been delivered by each Party to the other Party. The Parties acknowledge and agree that they intend to and shall each be bound by such signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT. The Parties further acknowledge and agree that they are aware that each Party will rely on their respective signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT and hereby waive any and all defenses to enforcement of the terms of this AGREEMENT based on the form of signature.

## SECTION 19. COOPERATION OF THE PARTIES

In any case where the approval or consent of a Party hereto is required, requested or otherwise to be given under this AGREEMENT, such Party shall not unreasonably delay or withhold its approval or consent.

**SECTION 20. CONSTRUING THE CONTRACT**

In the event of a dispute under this AGREEMENT, no Party shall be deemed to be the Party who caused the uncertainty to exist, and the prescriptions of Civil Code Section 1654 shall not be applicable to such a dispute under this AGREEMENT.

**SECTION 21. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary agreements and understandings, written or oral.

**SECTION 22. TERMINATION OF RECYCLED WATER CONTRACT**

The Parties agree that this AGREEMENT hereby supersedes and terminates the Agreement for Sale of Reclaimed Water to the City of Del Mar by the San Elijo Joint Powers Authority dated November 5, 1997, as amended.

**SECTION 23. INTEGRATION OF RECITALS**

The Parties hereby incorporate the Recitals set forth above as though they are set forth in full herein.

IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be executed on as of the date first written above.

**SAN ELIJO JOINT POWERS AUTHORITY**

**CITY OF DEL MAR**

By: \_\_\_\_\_  
Michael Thornton, General Manager

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

**FOURTH AMENDMENT TO RECLAIMED WATER SALES AGREEMENT  
BETWEEN SAN ELIJO JOINT POWERS AUTHORITY, CITY OF DEL MAR AND  
22ND DISTRICT AGRICULTURAL ASSOCIATION**

This Fourth Amendment (“**Fourth Amendment**”) to the Reclaimed Water Sales Agreement (“**Agreement**”), is made and entered into on this 1st day of July, 2025 (the “**Effective Date**”), between the San Elijo Joint Powers Authority, a Joint Powers Authority (“**SEJPA**”), the City of Del Mar, a chartered municipal corporation (“**CITY**”), and the 22nd District Agricultural Association, a California State Institution (“**DISTRICT**”). The parties may herein be collectively referred to as the “Parties,” or individually as a “Party.”

**RECITALS**

WHEREAS, on November 5, 1997, the Parties entered into the Agreement, which established the terms and conditions under which SEJPA produces, and SEJPA and the CITY deliver, reclaimed water to the DISTRICT; and

WHEREAS, on December 15, 2015, the Parties executed a First Amendment to the Agreement, modifying Section 4 of the Agreement to reduce the annual minimum purchase volume, and modifying Section 8 of the Agreement to change the pricing structure to utilize cost of services pricing principles and adjust the cost of reclaimed water to the DISTRICT; and

WHEREAS, on December 1, 2020, the Parties executed a Second Amendment to the Agreement to further reduce the annual minimum purchase volume and adjust the cost of reclaimed water being charged to the DISTRICT; and

WHEREAS, on January 23, 2023, the Parties executed a Third Amendment to the Agreement to adjust the annual minimum purchase volumes the CITY and DISTRICT are required to purchase; and

WHEREAS, as set forth in the agreement between SEJPA and the CITY related to the provision of water to the DISTRICT (attached as **Exhibit “1”** to this Fourth Amendment), the CITY has duly consented to SEJPA’s direct provision of reclaimed water service to the DISTRICT and has delegated to SEJPA authority under the Water Recycling Act of 1991 (California Water Code §§ 13575 *et seq.*) to provide reclaimed water to the DISTRICT directly, with no rights or obligations of the CITY whatsoever; and

WHEREAS, the Parties now wish to execute this Fourth Amendment to the Agreement in order to reduce further the annual minimum purchase volume and adjust the cost of reclaimed water being charged to the DISTRICT, and to remove the CITY as a party to that Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual obligations and agreements contained in this Fourth Amendment, and for other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

1. The Parties agree that the CITY shall no longer be a Party to the Agreement, as amended, as of the Effective Date of this Fourth Amendment, and that all rights and obligations of the CITY under the Agreement, as amended, shall be extinguished upon the Effective Date of this Fourth Amendment. Notwithstanding the foregoing, the CITY shall remain subject to all provisions of the

Agreement and subsequent amendments related to liabilities and indemnity obligations arising out of, relating to or as set forth in the Agreement that occurred before the execution of this Fourth Amendment. Any future amendment, revision, or change to the Agreement shall not require participation, approval, or execution by the CITY.

2. The provisions of this Fourth Amendment shall apply to the sale of reclaimed water by SEJPA directly to the DISTRICT, commencing July 1, 2025 through June 30, 2030, and shall continue thereafter from year to year on the same terms and conditions as provided in this Fourth Amendment unless the Agreement is terminated in accordance with Section 14 of the Agreement, or the Agreement is otherwise amended by the Parties.

3. Commencing on the Effective Date, SEJPA shall supply the DISTRICT with, and the DISTRICT shall accept and purchase from SEJPA, no less than seventy-five (75) acre feet (AF) of reclaimed water annually at the applicable water rate set forth in this Fourth Amendment.

4. In the event the DISTRICT fails to accept the minimum of seventy-five (75) AF of reclaimed water in any fiscal year, for any reason other than SEJPA's failure to supply such quantity and/or quality of reclaimed water as provided for in the Agreement, as amended, the DISTRICT agrees to pay to SEJPA an amount equal to the difference between the AF accepted by the DISTRICT and the minimum 75 AF of reclaimed water at the applicable reclaimed water rate set forth in this Fourth Amendment, by no later than forty-five (45) calendar days after the end of the applicable fiscal year.

5. SEJPA shall be solely responsible for the installation, operation and maintenance of the reclaimed water flow meter, and meter box. SEJPA shall be solely responsible for maintaining, calibrating, and reading the reclaimed water flow meter on a regular basis, and reporting the reclaimed water delivered to the DISTRICT. DISTRICT shall pay SEJPA a monthly meter fee for these services; which shall be included in SEJPA's monthly invoice. The monthly meter fee shall be determined by SEJPA based on a cost-of-service analysis prepared by SEJPA, or its retained expert consultants, and approved at an open and public meeting.

6. Section 9 of the Agreement (Terms of Payment) is amended in its entirety to read as follows:

*"SEJPA shall directly invoice the District monthly for reclaimed water, retrofit loan payments (as applicable), domestic water used for blending and any supplemental water delivered to the District's meter at the price established in this Fourth Amendment or any future amendment. The District shall pay SEJPA's invoice within forty-five (45) days after receipt of the invoice."*

7. Section 8 of the Agreement (Price of Reclaimed Water) is amended in its entirety to read as follows:

*"For the period spanning July 1, 2025 through June 30, 2026, and each Fiscal Year thereafter, until or unless otherwise amended by the Parties or terminated by either SEJPA or the District with no less than one (1) years' written notice, the price of reclaimed water charged by the SEJPA to the District shall be determined by SEJPA based on a cost-of-service analysis prepared by SEJPA or its retained expert consultants and approved at an open and public meeting."*

8. For Fiscal Year 2024-2025 Only: In the event the DISTRICT fails to accept the minimum

eighty-five (85) AF of reclaimed water by June 30, 2025, as currently required by the Third Amendment, the DISTRICT and SEJPA agree that the difference in the amount of reclaimed water between what the DISTRICT accepted and the required minimum 85 AF of reclaimed water (the “**Rollover Amount**”) shall be rolled forward into the Fiscal Year 2025-2026 obligation. In the event this provision is triggered, the DISTRICT agrees to pay to SEJPA an amount equal to the minimum seventy-five (75) AF of reclaimed water required for Fiscal Year 2025-2026 plus the Rollover Amount pursuant to the same terms set forth in Paragraph 4 of this Fourth Amendment. For illustrative purposes only: if the DISTRICT accepts only 82 AF of reclaimed water by June 30, 2025, then the DISTRICT must accept a minimum 75 AF of reclaimed water plus (+) the Rollover Amount (3 AF) in Fiscal Year 2025-2026, for a total minimum of 78 AF of reclaimed water for Fiscal Year 2025-2026. In this example, if the DISTRICT fails to accept 78 AF of reclaimed water in Fiscal Year 2025-2026, then the DISTRICT must pay SEJPA an amount equal to the difference between the AF accepted by the DISTRICT and the minimum 78 AF of reclaimed water at the applicable reclaimed water rate set forth in this Fourth Amendment by no later than forty-five (45) days after the end of Fiscal Year 2025-2026 (e.g., by no later than July 30, 2026).

9. Except as expressly provided in this Fourth Amendment, in all other respects the Agreement, First Amendment, Second Amendment, and Third Amendment are hereby republished in their entirety and remain in full force and effect. If any provision of the Agreement, as amended, directly conflicts with a provision of this Fourth Amendment, the terms of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed on the Effective Date first mentioned above.

**SAN ELIJO JOINT POWERS AUTHORITY**

**CITY OF DEL MAR**

By: \_\_\_\_\_  
Michael Thornton, General Manager

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

**22ND DISTRICT AGRICULTURAL ASSOCIATION**

By: \_\_\_\_\_  
Carlene Moore, CEO



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Karen Falk, Principal Engineer  
Polly Robertson, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Fiscal Year 2025-2026 Senate Bill 1 Funding for the City's Pavement Management Program

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution (Attachment A) establishing the list of Fiscal Year (FY) 2025-2026 projects to be funded by Senate Bill 1 (SB1) from the State of California.

## BACKGROUND:

The purpose of SB1 is to address the State's significant multi-modal transportation funding shortfalls. The Road Repair and Accountability Act of 2017 created the State's Road Maintenance and Rehabilitation Account (RMRA), providing supplemental funding to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Funding for SB1 comes from State gas tax and vehicle fees.

SB1 requires cities to develop and adopt by resolution a list of projects proposed to be funded by RMRA. If a city does not submit the list of projects as required each fiscal year, the city forfeits the funding. In addition, the law requires cities to commit additional local funds for street, road, and highway purposes.

Most recently, on June 3, 2024, the City Council adopted Resolution 2024-23 adopting the list of projects that included the FY 2024-2025 Citywide Annual Pavement Rehabilitation Project to receive SB1 funding from the State of California.

## DISCUSSION/ANALYSIS:

In FY 2025-2026, the City is projected to receive an estimated \$107,007 in RMRA funding (Attachment B). This is an estimate based on projections of tax revenue and is subject to change. Staff proposes to use the funding to supplement pavement rehabilitation costs for areas included in the City's Pavement Management Program, as shown in the following table.

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City Council Action:

Project Title	Project Description	Project Location(s)	Estimated Project Construction Schedule	Estimated Project Useful Life
FY 2025-2026 Citywide Annual Pavement Rehabilitation Project	City of Del Mar Pavement Management Program Segments Listed in the City's FY 2025-2026 budget  (40.7000.7009)	At various locations in the City including Camino del Mar, Carmel Valley Road, Coast Boulevard, and Jimmy Durante Boulevard	Start: 09/25  Complete: 04/26	25 years

Pavement rehabilitation segments will be advertised for bid later this calendar year as part of a Capital Improvement Program project considered and approved by the City Council during the City's annual budgeting cycle. This funding will supplement the cost of asphalt overlay and pavement markings.

**FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this item. SB1 funding totaling \$107,007 for FY 2025-2026 will be included in the FY 2025-2026 Operating and Capital Budget for Council consideration and adoption on June 16, 2025.

**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:**

The Annual Pavement Rehabilitation Project is a Tier 1 City Council priority item.

**ATTACHMENTS:**

- Attachment A – Resolution Adopting a list of SB1 Projects for FY 2025-2026
- Attachment B – Local Streets and Roads Projected FY 2025-2026 Revenues

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of the City of Del Mar (City) are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) each fiscal year, including a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$107,007 in RMRA funding in Fiscal Year 2025-26 from SB1; and

WHEREAS, this is the ninth year in which the City is receiving SB1 funding, which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a public process to solicit public input regarding the community's transportation priorities/project list; and

WHEREAS, the City used a Pavement Management Program to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate roads and active transportation infrastructure throughout the City this year, as well as many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into better condition; and

WHEREAS, the SB1 project list and City's overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete

streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide; and

WHEREAS, all locations listed are an estimate and have yet to be finalized.

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account (RMRA) revenues:

Project Title	Project Description	Project Location(s)	Estimated Project Construction Schedule	Estimated Project Useful Life
FY 2025-26 Citywide Annual Pavement Rehabilitation Project	City of Del Mar Pavement Management Program Segments Listed in the City's FY 2025-2026 budget  (40.7000.7009)	At various locations in the City including Camino del Mar, Carmel Valley Road, Coast Boulevard, and Jimmy Durante Boulevard	Start: 09/25  Complete: 04/26	25 years

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 2<sup>nd</sup> day of June 2025.

\_\_\_\_\_  
Terry Gaasterland, 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. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2<sup>nd</sup> day of June, 2025, by the following vote:

AYES:

NOES:

RECUSE

ABSENT:

ABSTAIN:

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

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>ALAMEDA COUNTY</b>						
ALAMEDA	2,217,736	2,049,902	4,267,638	2,221,654	2,123,257	4,344,911
ALBANY	605,375	553,573	1,158,948	606,433	573,383	1,179,816
BERKELEY	3,603,271	3,335,402	6,938,674	3,609,646	3,454,759	7,064,405
DUBLIN	2,106,925	1,946,906	4,053,832	2,110,646	2,016,576	4,127,222
EMERYVILLE	382,345	348,131	730,475	383,010	360,588	743,598
FREMONT	6,488,030	6,016,720	12,504,750	6,499,530	6,232,026	12,731,556
HAYWARD	4,629,204	4,288,983	8,918,187	4,637,402	4,442,463	9,079,865
LIVERMORE	2,481,217	2,294,802	4,776,018	2,485,603	2,376,921	4,862,523
NEWARK	1,345,674	1,240,735	2,586,409	1,348,046	1,285,134	2,633,180
OAKLAND	12,199,962	11,325,830	23,525,791	12,221,609	11,731,121	23,952,730
PIEDMONT	324,787	294,632	619,420	325,350	305,176	630,526
PLEASANTON	2,257,317	2,086,692	4,344,009	2,261,305	2,161,364	4,422,669
SAN LEANDRO	2,570,141	2,377,455	4,947,596	2,574,685	2,462,531	5,037,216
UNION CITY	1,984,103	1,832,746	3,816,848	1,987,606	1,898,330	3,885,935
County of Alameda	30,655,718	25,500,520	56,156,238	30,679,958	26,413,048	57,093,006
Total Cities & County: Alameda	73,851,804	65,493,029	139,344,834	73,952,483	67,836,677	141,789,160
<b>ALPINE COUNTY</b>						
County of Alpine	630,369	495,224	1,125,593	627,980	512,946	1,140,926
<b>AMADOR COUNTY</b>						
AMADOR	11,658	5,230	16,888	11,670	5,417	17,087
IONE	266,200	231,564	497,764	266,717	239,851	506,567
JACKSON	154,163	131,549	285,712	154,456	136,257	290,713
PLYMOUTH	37,053	27,900	64,953	37,116	28,898	66,014
SUTTER CREEK	83,245	69,135	152,380	83,399	71,609	155,008
County of Amador	2,455,667	2,522,682	4,978,349	2,453,107	2,612,956	5,066,063
Total Cities & County: Amador	3,007,986	2,988,059	5,996,045	3,006,465	3,094,986	6,101,451
<b>BUTTE COUNTY</b>						
BIGGS	61,744	51,328	113,072	61,847	53,165	115,012
CHICO	3,138,006	2,865,502	6,003,508	3,143,774	2,968,043	6,111,817
GRIDLEY	215,586	191,558	407,144	215,971	198,413	414,384
OROVILLE	579,042	523,190	1,102,231	580,095	541,912	1,122,007
PARADISE	313,628	279,545	593,173	317,105	289,549	606,654
County of Butte	7,912,878	8,324,844	16,237,722	7,904,083	8,622,746	16,526,829
Total Cities & County: Butte	12,220,884	12,235,967	24,456,850	12,222,876	12,673,827	24,896,703

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>CALAVERAS COUNTY</b>						
ANGELS CAMP	120,652	95,491	216,143	120,922	98,909	219,831
County of Calaveras	3,683,611	3,822,692	7,506,303	3,679,051	3,959,486	7,638,537
Total City & County: Calaveras	3,804,263	3,918,183	7,722,446	3,799,973	4,058,395	7,858,368
<b>COLUSA COUNTY</b>						
COLUSA	182,006	168,574	350,581	182,284	174,607	356,891
WILLIAMS	157,466	144,963	302,429	157,705	150,150	307,855
County of Colusa	2,465,902	2,939,695	5,405,597	2,456,777	3,044,891	5,501,668
Total Cities & County: Colusa	2,805,375	3,253,232	6,058,607	2,796,766	3,369,648	6,166,414
<b>CONTRA COSTA COUNTY</b>						
ANTIOCH	3,296,207	3,023,512	6,319,719	3,302,191	3,131,708	6,433,899
BRENTWOOD	1,851,508	1,694,659	3,546,167	1,854,862	1,755,302	3,610,164
CLAYTON	321,774	289,298	611,073	322,347	299,651	621,998
CONCORD	3,576,809	3,282,061	6,858,870	3,583,305	3,399,509	6,982,814
DANVILLE	1,249,983	1,141,792	2,391,775	1,252,243	1,182,651	2,434,894
EL CERRITO	748,033	679,291	1,427,324	749,377	703,600	1,452,977
HERCULES	750,416	681,488	1,431,904	751,765	705,875	1,457,640
LAFAYETTE	732,311	664,806	1,397,117	733,627	688,595	1,422,222
MARTINEZ	1,076,082	981,559	2,057,641	1,078,025	1,016,684	2,094,709
MORAGA	499,825	452,434	952,259	500,720	468,624	969,344
OAKLEY	1,308,697	1,195,892	2,504,589	1,311,064	1,238,686	2,549,751
ORINDA	562,767	510,430	1,073,197	563,778	528,695	1,092,473
PINOLE	546,138	495,107	1,041,245	547,118	512,824	1,059,942
PITTSBURG	2,176,010	1,993,659	4,169,669	2,179,956	2,065,001	4,244,957
PLEASANT HILL	990,182	902,410	1,892,592	991,968	934,702	1,926,671
RICHMOND	3,303,812	3,030,520	6,334,332	3,309,811	3,138,966	6,448,777
SAN PABLO	924,714	842,087	1,766,801	926,381	872,221	1,798,602
SAN RAMON	2,413,052	2,212,070	4,625,122	2,417,430	2,291,229	4,708,659
WALNUT CREEK	2,007,445	1,838,341	3,845,786	2,011,084	1,904,126	3,915,209
County of Contra Costa	26,185,410	21,591,547	47,776,957	26,206,975	22,364,194	48,571,169
Total Cities & County: Contra Costa	54,521,176	47,502,963	102,024,139	54,594,027	49,202,843	103,796,870

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>DEL NORTE COUNTY</b>						
CRESCENT CITY	192,570	176,026	368,596	192,880	182,325	375,205
County of Del Norte	1,345,997	1,506,193	2,852,190	1,343,671	1,560,092	2,903,763
Total City & County: Del Norte	1,538,567	1,682,219	3,220,786	1,536,551	1,742,417	3,278,968
<b>EL DORADO COUNTY</b>						
PLACERVILLE	340,234	282,918	623,153	341,384	293,042	634,427
SOUTH LAKE TAHOE	2,544,677	560,189	3,104,866	2,199,507	580,235	2,779,742
County of El Dorado	9,694,189	8,053,365	17,747,554	9,689,799	8,341,552	18,031,351
Total Cities & County: El Dorado	12,579,101	8,896,472	21,475,573	12,230,691	9,214,829	21,445,520
<b>FRESNO COUNTY</b>						
CLOVIS	3,528,716	3,298,090	6,826,806	3,534,772	3,416,111	6,950,882
COALINGA	511,317	471,652	982,970	512,183	488,530	1,000,714
FIREBAUGH	241,232	220,033	461,265	241,636	227,907	469,543
FOWLER	212,036	192,630	404,666	212,390	199,523	411,913
FRESNO	15,262,765	14,302,041	29,564,806	15,289,024	14,813,835	30,102,859
HURON	183,648	165,986	349,633	183,953	171,925	355,878
KERMAN	489,532	451,205	940,737	490,360	467,351	957,711
KINGSBURG	371,135	341,018	712,153	371,761	353,222	724,983
MENDOTA	358,403	329,069	687,472	359,007	340,845	699,852
ORANGE COVE	274,718	251,463	526,181	275,180	260,461	535,641
PARLIER	413,619	380,894	794,513	414,319	394,524	808,843
REEDLEY	725,462	670,767	1,396,230	726,694	694,771	1,421,464
SANGER	751,092	694,823	1,445,916	752,368	719,687	1,472,055
SAN JOAQUIN	108,822	96,694	205,516	108,999	100,154	209,154
SELMA	698,275	646,188	1,344,463	699,461	669,312	1,368,773
County of Fresno	28,146,978	28,264,725	56,411,703	28,127,672	29,276,170	57,403,842
Total Cities & County: Fresno	52,277,751	50,777,279	103,055,029	52,299,778	52,594,329	104,894,107
<b>GLENN COUNTY</b>						
ORLAND	242,988	223,223	466,211	243,386	231,211	474,597
WILLOWS	183,727	167,215	350,941	184,025	173,198	357,223
County of Glenn	3,016,280	3,596,329	6,612,609	3,005,116	3,725,023	6,730,139
Total Cities & County: Glenn	3,442,995	3,986,767	7,429,762	3,432,527	4,129,432	7,561,959

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>HUMBOLDT COUNTY</b>						
ARCATA	540,962	484,962	1,025,923	541,964	502,316	1,044,279
BLUE LAKE	40,375	31,508	71,883	40,440	32,635	73,075
EUREKA	784,697	705,256	1,489,953	786,154	730,494	1,516,647
FERNDALE	45,797	36,450	82,247	45,873	37,754	83,627
FORTUNA	367,318	327,631	694,949	367,995	339,355	707,350
RIO DELL	103,068	88,641	191,709	103,251	91,813	195,064
TRINIDAD	14,609	8,027	22,636	14,625	8,315	22,940
County of Humboldt	6,147,487	6,756,656	12,904,143	6,138,219	6,998,441	13,136,660
Total Cities & County: Humboldt	8,044,312	8,439,131	16,483,443	8,038,520	8,741,122	16,779,643
<b>IMPERIAL COUNTY</b>						
BRAWLEY	817,771	741,157	1,558,928	819,257	767,679	1,586,936
CALEXICO	1,128,574	1,026,612	2,155,186	1,130,632	1,063,349	2,193,981
CALIPATRIA	192,820	170,849	363,670	193,163	176,963	370,126
EL CENTRO	1,290,566	1,175,392	2,465,958	1,292,922	1,217,453	2,510,375
HOLTVILLE	165,746	145,983	311,729	166,039	151,207	317,245
IMPERIAL	640,146	578,937	1,219,082	641,306	599,654	1,240,960
WESTMORLAND	64,163	53,603	117,766	64,270	55,521	119,791
County of Imperial	10,559,456	12,791,525	23,350,981	10,535,273	13,249,266	23,784,539
Total Cities & County: Imperial	14,859,242	16,684,057	31,543,299	14,842,862	17,281,091	32,123,953
<b>INYO COUNTY</b>						
BISHOP	116,199	100,799	216,998	116,405	104,407	220,812
County of Inyo	3,582,110	4,211,395	7,793,505	3,568,445	4,362,099	7,930,544
Total City & County: Inyo	3,698,309	4,312,194	8,010,503	3,684,850	4,466,506	8,151,356

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>KERN COUNTY</b>						
ARVIN	547,531	516,705	1,064,236	548,395	535,195	1,083,590
BAKERSFIELD	11,222,598	10,749,560	21,972,158	11,240,565	11,134,230	22,374,795
CALIFORNIA CITY	418,226	392,686	810,912	418,882	406,739	825,621
DELANO	1,443,137	1,372,337	2,815,474	1,445,431	1,421,445	2,866,876
MARICOPA	33,771	26,828	60,599	33,816	27,788	61,604
MCFARLAND	394,489	370,879	765,368	395,109	384,151	779,260
RIDGECREST	772,510	730,567	1,503,077	773,731	756,710	1,530,441
SHAFTER	615,733	581,159	1,196,892	616,704	601,956	1,218,660
TAFT	240,466	224,112	464,578	240,840	232,132	472,972
TEHACHAPI	363,328	340,992	704,321	363,898	353,195	717,093
WASCO	749,964	708,943	1,458,907	751,149	734,312	1,485,461
County of Kern	26,433,504	25,987,512	52,421,016	26,420,038	26,917,468	53,337,506
Total Cities & County: Kern	43,235,258	42,002,280	85,237,538	43,248,559	43,505,320	86,753,879
<b>KINGS COUNTY</b>						
AVENAL	389,332	365,571	754,903	389,946	378,653	768,599
CORCORAN	600,150	565,653	1,165,804	601,100	585,895	1,186,995
HANFORD	1,630,176	1,550,193	3,180,369	1,632,778	1,605,667	3,238,445
LEMOORE	748,485	706,825	1,455,310	749,672	732,119	1,481,791
County of Kings	4,802,925	5,353,585	10,156,510	4,795,499	5,545,162	10,340,661
Total Cities & County: Kings	8,171,068	8,541,828	16,712,896	8,168,995	8,847,495	17,016,490
<b>LAKE COUNTY</b>						
CLEARLAKE	480,816	441,112	921,928	481,640	456,897	938,537
LAKEPORT	145,194	130,268	275,462	145,438	134,930	280,367
County of Lake	3,597,422	3,748,717	7,346,139	3,593,841	3,882,864	7,476,705
Total Cities & County: Lake	4,223,432	4,320,097	8,543,529	4,220,919	4,474,690	8,695,610
<b>LASSEN COUNTY</b>						
SUSANVILLE	483,293	424,456	907,749	487,943	439,645	927,588
County of Lassen	3,194,958	3,610,088	6,805,046	3,183,594	3,739,274	6,922,868
Total City & County: Lassen	3,678,251	4,034,544	7,712,795	3,671,537	4,178,919	7,850,456

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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>LOS ANGELES COUNTY</b>						
AGOURA HILLS	580,346	529,021	1,109,366	581,367	547,951	1,129,318
ALHAMBRA	2,342,226	2,160,350	4,502,576	2,346,396	2,237,658	4,584,054
ARCADIA	1,616,241	1,487,203	3,103,444	1,619,112	1,540,423	3,159,534
ARTESIA	471,198	428,744	899,942	472,026	444,087	916,112
AVALON	102,893	90,027	192,920	103,067	93,248	196,315
AZUSA	1,429,330	1,313,896	2,743,227	1,431,866	1,360,914	2,792,780
BALDWIN PARK	2,043,727	1,883,577	3,927,304	2,047,363	1,950,980	3,998,343
BELL	973,385	892,526	1,865,911	975,107	924,465	1,899,572
BELLFLOWER	2,236,052	2,061,904	4,297,957	2,240,032	2,135,689	4,375,721
BELL GARDENS	1,124,453	1,032,599	2,157,052	1,126,446	1,069,551	2,195,997
BEVERLY HILLS	932,917	855,004	1,787,921	934,568	885,600	1,820,168
BRADBURY	31,744	24,056	55,800	31,791	24,917	56,707
BURBANK	3,037,040	2,802,277	5,839,317	3,042,449	2,902,555	5,945,005
CALABASAS	664,749	607,281	1,272,030	665,921	629,012	1,294,933
CARSON	2,657,899	2,453,048	5,110,947	2,662,634	2,540,829	5,203,463
CERRITOS	1,402,789	1,290,677	2,693,466	1,405,280	1,336,864	2,742,144
CLAREMONT	1,091,825	1,002,346	2,094,172	1,093,760	1,038,215	2,131,975
COMMERCE	356,777	323,578	680,355	357,402	335,157	692,559
COMPTON	2,722,082	2,512,560	5,234,642	2,726,932	2,602,471	5,329,403
COVINA	1,458,969	1,341,378	2,800,346	1,461,558	1,389,379	2,850,936
CUDAHY	652,002	595,462	1,247,464	653,152	616,770	1,269,922
CULVER CITY	1,151,074	1,057,283	2,208,357	1,153,115	1,095,117	2,248,232
DIAMOND BAR	1,562,040	1,436,948	2,998,988	1,564,814	1,488,368	3,053,182
DOWNEY	3,227,307	2,978,695	6,206,002	3,233,056	3,085,287	6,318,343
DUARTE	676,903	618,550	1,295,453	678,097	640,685	1,318,782
EL MONTE	3,092,792	2,853,971	5,946,763	3,098,301	2,956,099	6,054,400
EL SEGUNDO	497,030	452,695	949,725	497,903	468,895	966,798
GARDENA	1,729,831	1,592,526	3,322,358	1,732,905	1,649,515	3,382,420
GLENDALE	5,539,157	5,122,285	10,661,441	5,549,044	5,305,584	10,854,628
GLENDORA	1,492,922	1,372,860	2,865,781	1,495,572	1,421,987	2,917,558
HAWAIIAN GARDENS	401,080	364,656	765,736	401,783	377,705	779,489
HAWTHORNE	2,493,661	2,300,763	4,794,424	2,498,102	2,383,096	4,881,198
HERMOSA BEACH	564,625	515,371	1,079,997	565,620	533,814	1,099,434
HIDDEN HILLS	54,502	45,157	99,659	54,589	46,773	101,362
HUNTINGTON PARK	1,555,244	1,430,646	2,985,890	1,558,005	1,481,841	3,039,847
INDUSTRY	17,954	11,270	29,224	17,976	11,673	29,649

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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
INGLEWOOD	3,074,828	2,837,315	5,912,143	3,080,305	2,938,847	6,019,152
IRWINDALE	48,100	39,222	87,322	48,176	40,625	88,801
LA CANADA FLINTRIDGE	589,060	537,100	1,126,160	590,096	556,320	1,146,417
LA HABRA HEIGHTS	166,244	147,839	314,083	166,529	153,130	319,659
LAKEWOOD	2,332,976	2,151,774	4,484,750	2,337,130	2,228,774	4,565,904
LA MIRADA	1,401,322	1,289,318	2,690,640	1,403,811	1,335,455	2,739,266
LANCASTER	4,952,001	4,577,863	9,529,864	4,960,837	4,741,681	9,702,518
LA PUENTE	1,082,632	993,822	2,076,454	1,084,550	1,029,386	2,113,936
LA VERNE	925,331	847,970	1,773,302	926,968	878,315	1,805,283
LAWNDALE	906,945	830,922	1,737,867	908,549	860,656	1,769,205
LOMITA	600,058	547,298	1,147,356	601,114	566,883	1,167,997
LONG BEACH	13,107,687	12,139,965	25,247,652	13,131,120	12,574,390	25,705,510
LOS ANGELES	109,964,172	101,937,802	211,901,974	110,160,935	105,585,616	215,746,552
LYNWOOD	1,945,478	1,792,478	3,737,956	1,948,938	1,856,621	3,805,559
MALIBU	310,557	280,722	591,279	311,099	290,767	601,866
MANHATTAN BEACH	1,010,834	927,250	1,938,085	1,012,624	960,432	1,973,056
MAYWOOD	719,414	657,040	1,376,454	720,682	680,552	1,401,234
MONROVIA	1,084,860	995,888	2,080,748	1,086,782	1,031,526	2,118,308
MONTEBELLO	1,779,210	1,638,311	3,417,521	1,782,372	1,696,938	3,479,310
MONTEREY PARK	1,734,964	1,597,285	3,332,249	1,738,047	1,654,444	3,392,491
NORWALK	2,931,092	2,704,040	5,635,132	2,936,312	2,800,803	5,737,115
PALMDALE	4,788,553	4,426,311	9,214,864	4,797,097	4,584,705	9,381,802
PALOS VERDES ESTATES	384,329	349,124	733,453	385,003	361,618	746,620
PARAMOUNT	1,520,078	1,398,040	2,918,118	1,522,777	1,448,068	2,970,845
PASADENA	3,962,767	3,660,628	7,623,395	3,969,833	3,791,622	7,761,455
PICO RIVERA	1,764,433	1,624,610	3,389,043	1,767,569	1,682,746	3,450,315
POMONA	4,323,504	3,995,109	8,318,613	4,331,215	4,138,073	8,469,288
RANCHO PALOS VERDES	1,201,101	1,103,669	2,304,770	1,203,231	1,143,163	2,346,395
REDONDO BEACH	1,992,544	1,836,119	3,828,663	1,996,088	1,901,824	3,897,912
ROLLING HILLS (2)						
ROLLING HILLS ESTATES	247,460	223,145	470,605	247,891	231,130	479,021
ROSEMEAD	1,453,018	1,335,861	2,788,879	1,455,597	1,383,664	2,839,261
SAN DIMAS	992,222	909,993	1,902,215	993,979	942,557	1,936,535
SAN FERNANDO	676,903	618,550	1,295,453	678,097	640,685	1,318,782
SAN GABRIEL	1,123,353	1,031,580	2,154,933	1,125,344	1,068,494	2,193,839
SAN MARINO	361,656	328,102	689,757	362,289	339,843	702,132
SANTA CLARITA	6,512,908	6,025,165	12,538,074	6,524,538	6,240,774	12,765,312

# Local Streets and Roads - Projected Revenues

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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SANTA FE SPRINGS	538,061	490,740	1,028,801	539,008	508,301	1,047,309
SANTA MONICA	2,642,671	2,438,928	5,081,599	2,647,378	2,526,204	5,173,583
SIERRA MADRE	322,965	292,227	615,192	323,529	302,684	626,213
SIGNAL HILL	339,406	307,471	646,877	339,999	318,474	658,473
SOUTH EL MONTE	559,718	510,822	1,070,540	560,704	529,101	1,089,806
SOUTH GATE	2,627,273	2,424,651	5,051,925	2,631,954	2,511,417	5,143,370
SOUTH PASADENA	770,964	704,838	1,475,802	772,324	730,060	1,502,384
TEMPLE CITY	1,041,291	955,490	1,996,780	1,043,135	989,682	2,032,817
TORRANCE	4,155,149	3,839,007	7,994,156	4,162,559	3,976,385	8,138,944
VERNON	11,750	5,517	17,267	11,761	5,715	17,475
WALNUT	812,531	743,379	1,555,910	813,966	769,981	1,583,947
WEST COVINA	3,104,833	2,865,136	5,969,969	3,110,364	2,967,664	6,078,028
WEST HOLLYWOOD	1,017,179	933,133	1,950,313	1,018,981	966,525	1,985,506
WESTLAKE VILLAGE	236,490	212,973	449,463	236,901	220,594	457,496
WHITTIER	2,489,093	2,296,528	4,785,620	2,493,525	2,378,708	4,872,234
County of Los Angeles	185,966,943	155,364,746	341,331,689	186,108,299	160,924,428	347,032,727
<b>Total Cities &amp; County: Los Angeles</b>	<b>440,593,679</b>	<b>390,564,003</b>	<b>831,157,682</b>	<b>441,189,023</b>	<b>404,540,222</b>	<b>845,729,245</b>

# Local Streets and Roads - Projected Revenues

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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>MADERA COUNTY</b>						
CHOWCHILLA	528,820	503,866	1,032,686	529,623	521,897	1,051,521
MADERA	1,808,486	1,740,392	3,548,878	1,811,262	1,802,671	3,613,934
County of Madera	7,106,206	7,999,306	15,105,512	7,094,469	8,285,559	15,380,028
Total Cities & County: Madera	9,443,512	10,243,564	19,687,076	9,435,355	10,610,127	20,045,482
<b>MARIN COUNTY</b>						
BELVEDERE	66,585	55,538	122,123	66,699	57,525	124,224
CORTE MADERA	300,022	266,994	567,017	300,568	276,549	577,117
FAIRFAX	224,157	198,592	422,748	224,563	205,698	430,261
LARKSPUR	382,128	342,012	724,140	382,828	354,251	737,079
MILL VALLEY	412,206	369,493	781,700	412,962	382,716	795,678
NOVATO	1,533,825	1,390,169	2,923,994	1,536,668	1,439,916	2,976,585
ROSS	72,653	61,081	133,734	72,777	63,267	136,044
SAN ANSELMO	373,686	334,299	707,984	374,370	346,261	720,631
SAN RAFAEL	1,775,106	1,610,621	3,385,727	1,778,401	1,668,256	3,446,657
SAUSALITO	210,534	186,146	396,680	210,915	192,807	403,722
TIBURON	268,172	238,807	506,979	268,660	247,353	516,013
County of Marin	6,475,238	5,840,955	12,316,193	6,476,315	6,049,972	12,526,287
Total Cities & County: Marin	12,094,312	10,894,707	22,989,018	12,105,727	11,284,571	23,390,298
<b>MARIPOSA COUNTY</b>						
County of Mariposa	2,094,623	2,401,556	4,496,179	2,087,509	2,487,495	4,575,004
<b>MENDOCINO COUNTY</b>						
FORT BRAGG	212,104	187,714	399,818	212,486	194,432	406,918
POINT ARENA	18,955	12,028	30,983	18,980	12,458	31,438
UKIAH	483,581	434,104	917,685	484,466	449,639	934,105
WILLITS	147,273	129,353	276,626	147,537	133,982	281,519
County of Mendocino	5,004,820	5,521,049	10,525,869	4,997,228	5,718,618	10,715,846
Total Cities & County: Mendocino	5,866,732	6,284,248	12,150,981	5,860,697	6,509,128	12,369,826
<b>MERCED COUNTY</b>						
ATWATER	883,674	830,373	1,714,047	885,113	860,088	1,745,201
DOS PALOS	166,082	151,526	317,608	166,344	156,948	323,292
GUSTINE	173,888	158,952	332,840	174,163	164,640	338,803
LIVINGSTON	400,465	373,546	774,012	401,113	386,913	788,026
LOS BANOS	1,314,160	1,239,898	2,554,059	1,316,309	1,284,268	2,600,577
MERCED	2,536,535	2,401,328	4,937,862	2,540,697	2,487,258	5,027,955
County of Merced	9,828,791	10,682,331	20,511,122	9,815,978	11,064,595	20,880,573
Total Cities & County: Merced	15,303,595	15,837,954	31,141,549	15,299,717	16,404,711	31,704,428

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<b>MODOC COUNTY</b>						
ALTURAS	82,159	71,122	153,281	83,858	73,667	157,524
County of Modoc	3,020,841	3,540,021	6,560,862	3,008,787	3,666,700	6,675,487
Total City & County: Modoc	3,103,000	3,611,143	6,714,143	3,092,645	3,740,367	6,833,011
<b>MONO COUNTY</b>						
MAMMOTH LAKES	3,233,593	188,786	3,422,379	2,229,841	195,542	2,425,383
County of Mono	2,339,816	2,597,031	4,936,847	2,330,988	2,689,965	5,020,953
Total City & County: Mono	5,573,409	2,785,817	8,359,226	4,560,829	2,885,507	7,446,336
<b>MONTEREY COUNTY</b>						
CARMEL-BY-THE-SEA	92,511	82,836	175,347	92,652	85,800	178,453
DEL REY OAKS	49,019	41,287	90,306	49,089	42,765	91,854
GONZALES	240,768	223,511	464,278	241,148	231,509	472,657
GREENFIELD	571,576	537,623	1,109,199	572,491	556,862	1,129,353
KING CITY	396,907	371,716	768,623	397,539	385,018	782,557
MARINA	630,986	593,422	1,224,408	631,996	614,658	1,246,653
MONTEREY	790,163	744,530	1,534,693	791,430	771,173	1,562,603
PACIFIC GROVE	417,764	391,640	809,404	418,430	405,655	824,085
SALINAS	4,449,922	4,236,897	8,686,819	4,457,131	4,388,513	8,845,644
SAND CITY	16,174	9,910	26,084	16,190	10,265	26,455
SEASIDE	906,682	855,841	1,762,523	908,138	886,467	1,794,605
SOLEDAD	764,872	720,370	1,485,242	766,098	746,148	1,512,246
County of Monterey	12,559,100	11,872,855	24,431,955	12,556,767	12,297,721	24,854,488
Total Cities & County: Monterey	21,886,444	20,682,438	42,568,882	21,899,099	21,422,552	43,321,652
<b>NAPA COUNTY</b>						
AMERICAN CANYON	609,420	568,922	1,178,342	610,417	589,281	1,199,698
CALISTOGA	151,124	136,936	288,060	151,364	141,836	293,200
NAPA	2,159,666	2,037,430	4,197,096	2,163,238	2,110,339	4,273,577
SAINT HELENA	155,506	141,093	296,599	155,754	146,142	301,896
YOUNTVILLE	88,062	78,051	166,113	88,199	80,844	169,043
County of Napa	4,381,264	4,084,595	8,465,859	4,380,738	4,230,761	8,611,499
Total Cities & County: Napa	7,545,043	7,047,026	14,592,070	7,549,711	7,299,202	14,848,913
<b>NEVADA COUNTY</b>						
GRASS VALLEY	455,727	355,870	811,597	456,876	368,605	825,481
NEVADA CITY	129,988	87,543	217,531	121,871	90,675	212,546
TRUCKEE	2,848,337	438,706	3,287,044	2,496,207	454,405	2,950,613
County of Nevada	4,605,106	4,302,020	8,907,126	4,602,578	4,455,967	9,058,545
Total Cities & County: Nevada	8,039,158	5,184,139	13,223,297	7,677,532	5,369,653	13,047,185

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>ORANGE COUNTY</b>						
ALISO VIEJO	1,497,644	1,354,295	2,851,939	1,500,437	1,402,758	2,903,194
ANAHEIM	9,947,655	9,056,496	19,004,151	9,966,330	9,380,580	19,346,910
BREA	1,379,454	1,247,900	2,627,353	1,382,027	1,292,555	2,674,582
BUENA PARK	2,427,296	2,201,925	4,629,221	2,431,837	2,280,720	4,712,557
COSTA MESA	3,241,037	2,941,592	6,182,629	3,247,103	3,046,856	6,293,958
CYPRESS	1,456,377	1,316,668	2,773,045	1,459,092	1,363,785	2,822,876
DANA POINT	961,157	866,509	1,827,667	962,944	897,517	1,860,461
FOUNTAIN VALLEY	1,650,555	1,493,714	3,144,269	1,653,635	1,547,166	3,200,801
FULLERTON	4,140,864	3,762,028	7,902,892	4,148,622	3,896,651	8,045,273
GARDEN GROVE	4,945,882	4,496,021	9,441,903	4,955,153	4,656,910	9,612,063
HUNTINGTON BEACH	5,702,348	5,185,745	10,888,093	5,713,041	5,371,316	11,084,357
IRVINE	9,035,439	8,224,763	17,260,202	9,052,399	8,519,084	17,571,483
LAGUNA BEACH	669,048	601,084	1,270,132	670,287	622,593	1,292,881
LAGUNA HILLS	910,398	820,228	1,730,625	912,089	849,579	1,761,668
LAGUNA NIGUEL	1,861,825	1,686,344	3,548,169	1,865,302	1,746,690	3,611,992
LAGUNA WOODS	517,661	463,965	981,626	518,618	480,568	999,186
LA HABRA	1,811,466	1,640,429	3,451,896	1,814,849	1,699,131	3,513,981
LAKE FOREST	2,504,899	2,272,681	4,777,579	2,509,585	2,354,008	4,863,593
LA PALMA	455,401	407,198	862,600	456,241	421,770	878,011
LOS ALAMITOS	350,415	312,387	662,802	351,059	323,565	674,625
MISSION VIEJO	2,696,553	2,447,426	5,143,979	2,701,600	2,535,006	5,236,606
NEWPORT BEACH	2,452,676	2,225,066	4,677,742	2,457,264	2,304,689	4,761,953
ORANGE	4,049,582	3,678,800	7,728,382	4,057,168	3,810,445	7,867,613
PLACENTIA	1,510,033	1,365,590	2,875,623	1,512,849	1,414,458	2,927,307
RANCHO SANTA MARGARITA	1,384,902	1,252,868	2,637,770	1,387,486	1,297,701	2,685,187
SAN CLEMENTE	1,850,641	1,676,147	3,526,787	1,854,097	1,736,127	3,590,224
SAN JUAN CAPISTRANO	1,014,298	914,961	1,929,258	1,016,184	947,702	1,963,887
SANTA ANA	8,927,811	8,126,631	17,054,441	8,944,568	8,417,440	17,362,008
SEAL BEACH	736,294	661,485	1,397,779	737,658	685,156	1,422,814
STANTON	1,166,434	1,053,674	2,220,108	1,168,607	1,091,380	2,259,987
TUSTIN	2,316,341	2,100,760	4,417,101	2,320,673	2,175,935	4,496,608
VILLA PARK	174,824	153,199	328,023	175,140	158,682	333,821
WESTMINSTER	2,620,098	2,377,716	4,997,814	2,625,001	2,462,802	5,087,803
YORBA LINDA	1,963,746	1,779,273	3,743,020	1,967,415	1,842,944	3,810,359
County of Orange	68,840,105	55,811,536	124,651,641	68,906,686	57,808,735	126,715,421
Total Cities & County: Orange	157,171,157	135,977,104	293,148,261	157,403,045	140,843,005	298,246,050

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>PLACER COUNTY</b>						
AUBURN	401,898	359,976	761,874	402,635	372,857	775,492
COLFAX	63,024	52,269	115,293	64,470	54,140	118,610
LINCOLN	1,536,105	1,391,869	2,927,974	1,538,956	1,441,677	2,980,632
LOOMIS	201,659	177,987	379,647	202,024	184,357	386,380
ROCKLIN	2,062,199	1,872,412	3,934,611	2,066,033	1,939,415	4,005,449
ROSEVILLE	4,432,665	4,035,350	8,468,015	4,440,928	4,179,754	8,620,682
County of Placer	14,985,974	12,202,456	27,188,430	14,987,113	12,639,118	27,626,231
Total Cities & County: Placer	23,683,524	20,092,319	43,775,843	23,702,159	20,811,318	44,513,477
<b>PLUMAS COUNTY</b>						
PORTOLA	182,830	55,198	238,028	214,027	57,173	271,200
County of Plumas	2,910,675	2,895,396	5,806,071	2,902,011	2,999,007	5,901,018
Total City & County: Plumas	3,093,505	2,950,594	6,044,099	3,116,038	3,056,180	6,172,218
<b>RIVERSIDE COUNTY</b>						
BANNING	904,541	816,149	1,720,690	906,214	845,354	1,751,568
BEAUMONT	1,656,328	1,501,297	3,157,625	1,659,405	1,555,021	3,214,426
BLYTHE	546,482	491,002	1,037,484	547,489	508,572	1,056,061
CALIMESA	318,962	284,147	603,109	319,544	294,315	613,859
CANYON LAKE	324,488	289,194	613,682	325,081	299,542	624,623
CATHEDRAL CITY	1,481,749	1,341,875	2,823,623	1,484,499	1,389,893	2,874,392
COACHELLA	1,246,999	1,128,875	2,375,874	1,249,313	1,169,272	2,418,585
CORONA	4,500,829	4,096,562	8,597,391	4,509,226	4,243,157	8,752,383
DESERT HOT SPRINGS	945,802	853,827	1,799,630	947,552	884,381	1,831,934
EASTVALE	2,007,634	1,822,103	3,829,737	2,011,369	1,887,307	3,898,676
HEMET	2,579,676	2,344,482	4,924,159	2,584,482	2,428,379	5,012,861
INDIAN WELLS	143,155	125,431	268,586	143,413	129,919	273,332
INDIO	2,608,797	2,371,075	4,979,871	2,613,657	2,455,923	5,069,580
JURUPA VALLEY	3,015,632	2,740,307	5,755,938	3,021,249	2,838,368	5,859,617
LAKE ELSINORE	2,058,229	1,868,306	3,926,536	2,062,059	1,935,163	3,997,222
LA QUINTA	1,109,472	1,003,288	2,112,760	1,111,529	1,039,190	2,150,719
MENIFEE	3,209,166	2,917,039	6,126,205	3,215,146	3,021,424	6,236,570
MORENO VALLEY	5,972,568	5,440,529	11,413,097	5,983,721	5,635,216	11,618,937
MURRIETA	3,184,713	2,894,709	6,079,422	3,190,647	2,998,295	6,188,942
NORCO	773,256	696,261	1,469,517	774,683	721,177	1,495,860
PALM DESERT	1,469,436	1,330,631	2,800,067	1,472,164	1,378,247	2,850,411
PALM SPRINGS	1,275,518	1,154,918	2,430,437	1,277,886	1,196,247	2,474,132
PERRIS	2,283,261	2,073,801	4,357,062	2,287,512	2,148,012	4,435,524

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
RANCHO MIRAGE	495,342	444,302	939,644	496,253	460,201	956,454
RIVERSIDE	9,109,524	8,305,141	17,414,666	9,126,549	8,602,338	17,728,887
SAN JACINTO	1,552,531	1,406,512	2,959,043	1,555,414	1,456,843	3,012,257
TEMECULA	3,156,796	2,869,215	6,026,010	3,162,677	2,971,889	6,134,566
WILDOMAR	1,061,396	959,386	2,020,782	1,063,363	993,717	2,057,080
County of Riverside	56,521,621	49,002,975	105,524,596	56,549,861	50,756,532	107,306,393
Total Cities & County: Riverside	115,513,905	102,573,338	218,087,243	115,651,956	106,243,895	221,895,850
<b>SACRAMENTO COUNTY</b>						
CITRUS HEIGHTS	2,540,251	2,293,704	4,833,954	2,545,069	2,375,783	4,920,852
ELK GROVE	5,163,986	4,672,047	9,836,033	5,173,801	4,839,235	10,013,036
FOLSOM	2,548,954	2,301,600	4,850,554	2,553,789	2,383,962	4,937,751
GALT	753,874	674,219	1,428,093	755,291	698,346	1,453,636
ISLETON	28,710	20,787	49,498	28,754	21,531	50,285
RANCHO CORDOVA	2,378,524	2,146,963	4,525,486	2,383,034	2,223,791	4,606,825
SACRAMENTO	15,021,930	13,607,453	28,629,384	15,050,516	14,094,392	29,144,908
County of Sacramento	38,585,871	33,848,437	72,434,308	38,602,479	35,059,694	73,662,173
Total Cities & County: Sacramento	67,022,100	59,565,210	126,587,310	67,092,733	61,696,734	128,789,467
<b>SAN BENITO COUNTY</b>						
HOLLISTER	1,235,583	1,121,005	2,356,587	1,237,860	1,161,120	2,398,980
SAN JUAN BAUTISTA	65,336	54,492	119,828	65,447	56,442	121,889
County of San Benito	2,749,274	2,901,418	5,650,692	2,746,183	3,005,245	5,751,428
Total Cities & County: San Benito	4,050,193	4,076,915	8,127,108	4,049,491	4,222,806	8,272,297

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SAN BERNARDINO COUNTY</b>						
ADELANTO	1,054,507	957,529	2,012,037	1,056,435	991,794	2,048,229
APPLE VALLEY	2,176,012	1,985,056	4,161,068	2,180,008	2,056,091	4,236,099
BARSTOW	738,545	667,656	1,406,201	739,889	691,548	1,431,437
BIG BEAR LAKE	775,519	131,811	907,329	736,728	136,527	873,256
CHINO	2,651,067	2,420,886	5,071,953	2,655,941	2,507,517	5,163,458
CHINO HILLS	2,246,153	2,049,405	4,295,558	2,250,279	2,122,743	4,373,022
COLTON	1,544,429	1,405,623	2,950,052	1,547,259	1,455,922	3,003,182
FONTANA	6,120,374	5,601,442	11,721,816	6,131,651	5,801,888	11,933,539
GRAND TERRACE	381,904	343,215	725,119	382,595	355,497	738,092
HESPERIA	2,867,382	2,617,046	5,484,428	2,872,650	2,710,696	5,583,347
HIGHLAND	1,633,011	1,486,890	3,119,900	1,636,004	1,540,098	3,176,102
LOMA LINDA	722,328	652,778	1,375,106	723,642	676,137	1,399,779
MONTCLAIR	1,094,323	994,058	2,088,381	1,096,325	1,029,630	2,125,954
NEEDLES	146,139	128,751	274,890	146,398	133,359	279,757
ONTARIO	5,179,869	4,738,593	9,918,462	5,189,409	4,908,162	10,097,571
RANCHO CUCAMONGA	4,981,188	4,556,317	9,537,506	4,990,361	4,719,364	9,709,725
REDLANDS	2,094,271	1,910,064	4,004,335	2,098,116	1,978,415	4,076,532
RIALTO	2,979,277	2,719,702	5,698,979	2,984,752	2,817,026	5,801,778
SAN BERNARDINO	6,471,450	5,923,529	12,394,979	6,483,375	6,135,501	12,618,876
TWENTYNINE PALMS	816,723	739,379	1,556,102	818,212	765,837	1,584,049
UPLAND	2,260,004	2,062,113	4,322,118	2,264,156	2,135,905	4,400,061
VICTORVILLE	3,953,698	3,613,666	7,567,364	3,960,973	3,742,980	7,703,953
YUCAIPA	1,571,448	1,430,411	3,001,859	1,574,328	1,481,597	3,055,926
YUCCA VALLEY	630,182	569,157	1,199,339	631,328	589,524	1,220,852
County of San Bernardino	52,163,633	45,519,479	97,683,112	52,178,825	47,148,380	99,327,205
Total Cities & County: San Bernardino	107,253,436	95,224,556	202,477,992	107,329,641	98,632,139	205,961,780

# Local Streets and Roads - Projected Revenues

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 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SAN DIEGO COUNTY</b>						
CARLSBAD	3,320,681	3,007,745	6,328,426	3,326,934	3,115,377	6,442,311
CHULA VISTA	8,011,492	7,275,523	15,287,015	8,026,619	7,535,875	15,562,494
CORONADO	685,294	614,576	1,299,870	686,572	636,568	1,323,140
DEL MAR	119,350	103,310	222,660	119,565	107,007	226,571
EL CAJON	3,070,417	2,780,051	5,850,468	3,076,197	2,879,534	5,955,731
ENCINITAS	1,779,954	1,608,241	3,388,196	1,783,298	1,665,792	3,449,090
ESCONDIDO	4,362,777	3,955,861	8,318,638	4,371,002	4,097,421	8,468,422
IMPERIAL BEACH	774,611	694,928	1,469,539	776,056	719,796	1,495,851
LA MESA	1,754,980	1,585,519	3,340,499	1,758,276	1,642,256	3,400,532
LEMON GROVE	803,092	720,840	1,523,932	804,590	746,635	1,551,226
NATIONAL CITY	1,697,673	1,533,380	3,231,054	1,700,861	1,588,252	3,289,113
OCEANSIDE	4,994,875	4,530,954	9,525,829	5,004,295	4,693,093	9,697,388
POWAY	1,426,884	1,288,376	2,715,260	1,429,562	1,334,480	2,764,043
SAN DIEGO	39,839,962	36,224,493	76,064,455	39,915,276	37,520,776	77,436,052
SAN MARCOS	2,771,239	2,510,128	5,281,367	2,776,458	2,599,952	5,376,410
SANTEE	1,726,729	1,559,816	3,286,545	1,729,972	1,615,633	3,345,605
SOLANA BEACH	379,431	338,116	717,547	380,134	350,215	730,349
VISTA	2,878,294	2,607,528	5,485,822	2,883,715	2,700,838	5,584,553
County of San Diego	74,681,167	62,651,240	137,332,407	74,735,381	64,893,196	139,628,577
Total Cities & County: San Diego	155,078,902	135,590,626	290,669,528	155,284,763	140,442,697	295,727,460
<b>SAN FRANCISCO COUNTY</b>						
SAN FRANCISCO - City Allocation	23,620,746	22,852,186	46,472,932	23,657,279	23,669,945	47,327,224
SAN FRANCISCO - County Allocation	12,053,424	11,713,846	23,767,270	12,048,876	12,133,023	24,181,899
Total San Francisco	35,674,170	34,566,032	70,240,202	35,706,155	35,802,968	71,509,123
<b>SAN JOAQUIN COUNTY</b>						
ESCALON	218,832	194,644	413,476	219,223	201,609	420,832
LATHROP	1,065,635	968,328	2,033,964	1,067,580	1,002,980	2,070,560
LODI	1,906,236	1,738,614	3,644,849	1,909,727	1,800,830	3,710,557
MANTECA	2,601,949	2,377,272	4,979,221	2,606,724	2,462,342	5,069,065
MOUNTAIN HOUSE	682,388	616,825	1,299,212	682,968	638,897	1,321,866
RIPON	464,197	418,050	882,246	465,036	433,009	898,046
STOCKTON	9,137,832	8,374,851	17,512,683	9,154,652	8,674,543	17,829,195
TRACY	2,764,078	2,526,104	5,290,182	2,769,152	2,616,500	5,385,652
County of San Joaquin	20,492,463	19,312,706	39,805,169	20,489,607	20,003,805	40,493,412
Total Cities & County: San Joaquin	38,651,222	35,910,568	74,561,790	38,681,702	37,195,617	75,877,319

# Local Streets and Roads - Projected Revenues

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	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SAN LUIS OBISPO COUNTY</b>						
ARROYO GRANDE	546,690	479,732	1,026,422	547,764	496,899	1,044,663
ATASCADERO	913,782	805,350	1,719,131	915,585	834,169	1,749,754
EL PASO DE ROBLES	930,874	820,594	1,751,468	932,711	849,958	1,782,669
GROVER BEACH	382,743	334,403	717,146	383,491	346,370	729,861
MORRO BAY	317,306	276,041	593,347	317,924	285,919	603,843
PISMO BEACH	242,924	210,594	453,518	243,395	218,130	461,525
SAN LUIS OBISPO	1,438,098	1,272,975	2,711,073	1,440,947	1,318,528	2,759,476
County of San Luis Obispo	10,413,862	10,396,583	20,810,445	10,407,405	10,768,622	21,176,027
Total Cities & County: San Luis Obispo	15,186,278	14,596,272	29,782,550	15,189,222	15,118,595	30,307,818
<b>SAN MATEO COUNTY</b>						
ATHERTON	212,559	187,793	400,352	212,944	194,513	407,457
BELMONT	816,588	735,431	1,552,019	818,099	761,748	1,579,846
BRISBANE	144,777	126,843	271,620	145,038	131,382	276,420
BURLINGAME	905,888	816,933	1,722,821	907,566	846,167	1,753,732
COLMA	48,258	38,751	87,009	48,338	40,138	88,475
DALY CITY	3,018,270	2,741,222	5,759,492	3,023,901	2,839,315	5,863,216
EAST PALO ALTO	871,251	785,320	1,656,571	872,864	813,423	1,686,287
FOSTER CITY	975,878	880,812	1,856,690	977,687	912,331	1,890,019
HALF MOON BAY	344,457	307,262	651,719	345,088	318,257	663,345
HILLSBOROUGH	333,628	297,378	631,006	334,238	308,020	642,258
MENLO PARK	989,028	892,814	1,881,841	990,862	924,763	1,915,624
MILLBRAE	677,929	609,791	1,287,719	679,181	631,612	1,310,793
PACIFICA	1,118,809	1,011,263	2,130,072	1,120,886	1,047,451	2,168,337
PORTOLA VALLEY	132,917	116,017	248,934	133,155	120,169	253,324
REDWOOD CITY	2,403,192	2,182,131	4,585,324	2,407,675	2,260,218	4,667,893
SAN BRUNO	1,271,394	1,150,526	2,421,920	1,273,758	1,191,697	2,465,455
SAN CARLOS	891,420	803,728	1,695,148	893,071	832,490	1,725,560
SAN MATEO	3,043,510	2,764,258	5,807,768	3,049,188	2,863,176	5,912,364
SOUTH SAN FRANCISCO	1,910,540	1,732,495	3,643,035	1,914,099	1,794,492	3,708,591
WOODSIDE	158,841	138,766	297,607	159,126	143,732	302,858
County of San Mateo	16,678,671	13,926,675	30,605,346	16,691,363	14,425,037	31,116,400
Total Cities & County: San Mateo	36,947,803	32,246,207	69,194,011	36,998,127	33,400,129	70,398,255

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SANTA BARBARA COUNTY</b>						
BUELLTON	150,121	134,504	284,624	150,368	139,317	289,685
CARPINTERIA	373,931	343,607	717,538	374,562	355,903	730,465
GOLETA	920,791	854,010	1,774,802	922,360	884,571	1,806,931
GUADALUPE	248,528	226,858	475,386	248,945	234,976	483,920
LOMPOC	1,251,899	1,164,750	2,416,649	1,254,039	1,206,430	2,460,469
SANTA BARBARA	2,447,636	2,285,519	4,733,155	2,451,834	2,367,306	4,819,140
SANTA MARIA	3,096,527	2,892,146	5,988,673	3,101,839	2,995,641	6,097,480
SOLVANG	168,788	152,023	320,811	169,067	157,463	326,530
County of Santa Barbara	11,847,670	10,479,261	22,326,931	11,851,423	10,854,258	22,705,681
Total Cities & County: Santa Barbara	20,505,891	18,532,678	39,038,569	20,524,436	19,195,864	39,720,301
<b>SANTA CLARA COUNTY</b>						
CAMPBELL	1,252,448	1,143,361	2,395,809	1,254,717	1,184,276	2,438,992
CUPERTINO	1,725,625	1,577,701	3,303,326	1,728,755	1,634,158	3,362,913
GILROY	1,745,360	1,595,873	3,341,233	1,748,526	1,652,981	3,401,507
LOS ALTOS	906,762	825,039	1,731,801	908,399	854,563	1,762,961
LOS ALTOS HILLS	247,480	221,628	469,108	247,920	229,559	477,479
LOS GATOS	960,486	874,510	1,834,996	962,221	905,804	1,868,025
MILPITAS	2,334,281	2,138,177	4,472,458	2,338,524	2,214,691	4,553,215
MONTE SERENO	107,513	93,661	201,174	107,698	97,013	204,711
MORGAN HILL	1,327,895	1,212,836	2,540,730	1,330,301	1,256,237	2,586,538
MOUNTAIN VIEW	2,469,500	2,262,692	4,732,193	2,473,990	2,343,662	4,817,652
PALO ALTO	1,950,375	1,784,660	3,735,035	1,953,916	1,848,523	3,802,439
SAN JOSE	28,773,832	26,473,305	55,247,137	28,826,359	27,420,644	56,247,003
SANTA CLARA	3,764,363	3,452,753	7,217,116	3,771,213	3,576,309	7,347,522
SARATOGA	893,643	812,959	1,706,602	895,256	842,050	1,737,306
SUNNYVALE	4,488,958	4,119,991	8,608,948	4,497,132	4,267,423	8,764,555
County of Santa Clara	38,336,024	32,190,467	70,526,491	38,364,272	33,342,394	71,706,666
Total Cities & County: Santa Clara	91,284,544	80,779,612	172,064,156	91,409,198	83,670,288	175,079,486

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SANTA CRUZ COUNTY</b>						
CAPITOLA	284,386	257,790	542,177	284,881	267,015	551,896
SANTA CRUZ	1,833,829	1,691,626	3,525,455	1,837,074	1,752,161	3,589,234
SCOTTS VALLEY	347,610	315,577	663,187	348,216	326,870	675,085
WATSONVILLE	1,471,016	1,354,687	2,825,702	1,473,614	1,403,164	2,876,778
County of Santa Cruz	7,663,031	6,737,390	14,400,421	7,665,255	6,978,485	14,643,740
Total Cities & County: Santa Cruz	11,599,872	10,357,070	21,956,943	11,609,039	10,727,694	22,336,733
<b>SHASTA COUNTY</b>						
ANDERSON	337,556	292,096	629,653	338,227	302,549	640,775
REDDING	2,779,585	2,451,244	5,230,829	2,785,209	2,538,961	5,324,170
SHASTA LAKE	313,085	270,420	583,505	313,706	280,097	593,802
County of Shasta	7,785,974	8,002,029	15,788,003	7,778,127	8,288,379	16,066,506
Total Cities & County: Shasta	11,216,201	11,015,788	22,231,989	11,215,268	11,409,985	22,625,253
<b>SIERRA COUNTY</b>						
LOYALTON	27,059	19,297	46,356	27,061	19,988	47,048
County of Sierra	1,307,872	1,420,824	2,728,696	1,303,068	1,471,668	2,774,736
Total City & County: Sierra	1,334,931	1,440,121	2,775,052	1,330,129	1,491,656	2,821,784
<b>SISKIYOU COUNTY</b>						
DORRIS	31,008	22,435	53,443	31,059	23,238	54,297
DUNSMUIR	124,329	44,530	168,858	92,457	46,123	138,580
ETNA	25,896	17,885	43,781	25,937	18,525	44,462
FORT JONES	26,190	18,147	44,337	26,231	18,796	45,027
MONTAGUE	41,909	32,136	74,044	41,981	33,286	75,267
MOUNT SHASTA	119,979	84,745	204,724	163,539	87,777	251,316
TULELAKE	32,242	23,533	55,775	32,295	24,375	56,671
WEED	119,381	76,325	195,707	132,889	79,056	211,945
YREKA	243,477	204,083	447,560	243,961	211,386	455,347
County of Siskiyou	5,146,199	5,732,926	10,879,125	5,128,371	5,938,077	11,066,448
Total Cities & County: Siskiyou	5,910,611	6,256,743	12,167,354	5,918,720	6,480,639	12,399,359

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SOLANO COUNTY</b>						
BENICIA	785,518	708,132	1,493,650	786,964	733,473	1,520,437
DIXON	563,850	507,344	1,071,194	564,886	525,499	1,090,385
FAIRFIELD	3,460,353	3,149,414	6,609,767	3,466,785	3,262,114	6,728,899
RIO VISTA	292,978	261,582	554,560	293,512	270,942	564,455
SUISUN CITY	853,372	770,155	1,623,527	854,945	797,715	1,652,660
VACAVILLE	2,939,202	2,673,055	5,612,256	2,944,661	2,768,709	5,713,370
VALLEJO	3,617,373	3,292,938	6,910,312	3,624,099	3,410,775	7,034,874
County of Solano	10,793,594	9,866,891	20,660,485	10,794,987	10,219,974	21,014,961
Total Cities & County: Solano	23,306,240	21,229,511	44,535,751	23,330,839	21,989,202	45,320,041
<b>SONOMA COUNTY</b>						
CLOVERDALE	264,933	235,565	500,498	265,417	243,994	509,412
COTATI	224,017	198,226	422,243	224,424	205,319	429,744
HEALDSBURG	331,806	295,678	627,484	332,414	306,259	638,673
PETALUMA	1,726,541	1,564,365	3,290,906	1,729,756	1,620,346	3,350,101
ROHNERT PARK	1,273,587	1,152,382	2,425,969	1,275,955	1,193,620	2,469,575
SANTA ROSA	5,116,692	4,655,836	9,772,527	5,126,260	4,822,443	9,948,703
SEBASTOPOL	222,355	196,709	419,064	222,759	203,748	426,508
SONOMA	316,391	281,611	598,002	316,970	291,688	608,658
WINDSOR	761,991	685,515	1,447,505	763,400	710,046	1,473,445
County of Sonoma	15,574,146	14,518,929	30,093,075	15,572,748	15,038,485	30,611,233
Total Cities & County: Sonoma	25,812,458	23,784,816	49,597,274	25,830,103	24,635,949	50,466,052
<b>STANISLAUS COUNTY</b>						
CERES	1,433,913	1,313,400	2,747,312	1,436,496	1,360,399	2,796,895
HUGHSON	225,268	201,625	426,893	225,664	208,840	434,504
MODESTO	6,216,093	5,723,211	11,939,304	6,227,348	5,928,015	12,155,363
NEWMAN	357,869	323,081	680,950	358,505	334,643	693,147
OAKDALE	666,279	605,869	1,272,148	667,471	627,549	1,295,020
PATTERSON	712,149	648,202	1,360,350	713,423	671,398	1,384,821
RIVERBANK	718,268	653,850	1,372,118	719,554	677,248	1,396,802
TURLOCK	2,054,409	1,884,675	3,939,084	2,058,115	1,952,117	4,010,233
WATERFORD	264,904	238,206	503,110	265,372	246,730	512,102
County of Stanislaus	15,502,519	14,930,644	30,433,163	15,497,732	15,464,933	30,962,665
Total Cities & County: Stanislaus	28,151,670	26,522,762	54,674,432	28,169,680	27,471,872	55,641,552

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>SUTTER COUNTY</b>						
LIVE OAK	279,212	252,796	532,008	279,698	261,842	541,541
YUBA CITY	1,991,880	1,837,034	3,828,914	1,995,414	1,902,771	3,898,186
County of Sutter	4,159,005	4,560,663	8,719,668	4,153,141	4,723,865	8,877,006
Total Cities & County: Sutter	6,430,098	6,650,493	13,080,590	6,428,254	6,888,479	13,316,733
<b>TEHAMA COUNTY</b>						
CORNING	238,687	214,986	453,674	239,102	222,680	461,782
RED BLUFF	425,434	387,195	812,629	426,182	401,051	827,233
TEHAMA	18,040	11,348	29,388	18,062	11,754	29,816
County of Tehama	4,269,647	5,048,451	9,318,098	4,254,966	5,229,108	9,484,074
Total Cities & County: Tehama	4,951,808	5,661,981	10,613,789	4,938,312	5,864,593	10,802,905
<b>TRINITY COUNTY</b>						
County of Trinity	2,358,058	2,657,786	5,015,844	2,349,491	2,752,894	5,102,385
<b>TULARE COUNTY</b>						
DINUBA	729,279	668,675	1,397,955	730,551	692,604	1,423,155
EXETER	298,586	270,629	569,215	299,100	280,313	579,413
FARMERSVILLE	299,429	271,413	570,842	299,945	281,126	581,070
LINDSAY	364,385	331,867	696,252	365,016	343,743	708,758
PORTERVILLE	1,780,446	1,645,580	3,426,026	1,783,574	1,704,467	3,488,041
TULARE	2,001,415	1,851,232	3,852,647	2,004,934	1,917,478	3,922,412
VISALIA	4,075,461	3,779,181	7,854,642	4,082,646	3,914,418	7,997,064
WOODLAKE	223,499	201,677	425,176	223,882	208,894	432,776
County of Tulare	16,433,947	18,048,712	34,482,659	16,410,554	18,694,580	35,105,134
Total Cities & County: Tulare	26,206,445	27,068,967	53,275,412	26,200,201	28,037,622	54,237,824
<b>TUOLUMNE COUNTY</b>						
SONORA	162,954	136,047	299,000	163,284	140,915	304,199
County of Tuolumne	3,530,437	3,536,645	7,067,082	3,526,780	3,663,203	7,189,983
Total City & County: Tuolumne	3,693,391	3,672,692	7,366,082	3,690,064	3,804,118	7,494,182

# Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide  
 Estimated May 2025

	2024-25			2025-26		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
<b>VENTURA COUNTY</b>						
CAMARILLO	2,041,569	1,850,552	3,892,121	2,045,383	1,916,774	3,962,156
FILLMORE	497,989	446,106	944,095	498,908	462,070	960,978
MOORPARK	1,049,333	947,070	1,996,404	1,051,285	980,961	2,032,246
OJAI	227,237	201,024	428,261	227,652	208,217	435,869
OXNARD	5,798,101	5,273,968	11,072,068	5,808,969	5,462,695	11,271,664
PORT HUENEME	642,468	576,949	1,219,417	643,657	597,595	1,241,252
SAN BUENAVENTURA	3,171,116	2,878,340	6,049,456	3,177,047	2,981,341	6,158,388
SANTA PAULA	909,840	819,862	1,729,701	911,529	849,200	1,760,729
SIMI VALLEY	3,633,295	3,299,815	6,933,110	3,640,095	3,417,898	7,057,993
THOUSAND OAKS	3,651,273	3,316,210	6,967,483	3,658,106	3,434,879	7,092,986
County of Ventura	20,466,639	17,044,895	37,511,534	20,481,902	17,654,842	38,136,744
Total Cities & County: Ventura	42,088,860	36,654,791	78,743,651	42,144,533	37,966,472	80,111,005
<b>YOLO COUNTY</b>						
DAVIS	1,893,876	1,706,034	3,599,910	1,897,470	1,767,084	3,664,553
WEST SACRAMENTO	1,577,579	1,419,246	2,996,825	1,580,569	1,470,033	3,050,601
WINTERS	225,595	198,383	423,978	226,013	205,482	431,495
WOODLAND	1,761,971	1,586,434	3,348,405	1,765,312	1,643,204	3,408,516
County of Yolo	6,451,545	6,518,760	12,970,305	6,447,017	6,752,032	13,199,049
Total Cities & County: Yolo	11,910,567	11,428,856	23,339,423	11,916,381	11,837,834	23,754,215
<b>YUBA COUNTY</b>						
MARYSVILLE	371,619	344,130	715,749	372,230	356,445	728,675
WHEATLAND	113,417	101,793	215,210	113,598	105,436	219,033
County of Yuba	3,492,752	3,723,718	7,216,470	3,488,320	3,856,970	7,345,290
Total Cities & County: Yuba	3,977,788	4,169,641	8,147,429	3,974,148	4,318,850	8,292,998
Statewide Total	\$ 1,870,616,000	\$ 1,606,740,000	\$ 3,477,356,000	\$ 1,919,001,000	\$ 1,799,128,000	\$ 3,718,129,000



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Karen Falk, Principal Engineer  
Joe Bride, Public Works Director  
Kseniia Izgarskaia, Senior Management Analyst  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Award of Construction Contract to Portillo Concrete, Inc. for the 2025 Asphalt Roadway Repairs

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends the City Council: 1) Award a \$60,000 construction contract to Portillo Concrete, Inc. (Attachment A) for the 2025 Asphalt Roadway Repairs project; and 2) Authorize the City Manager to execute the contract.

**BACKGROUND:**

As-needed small area asphalt repairs are a common type of reactive street maintenance performed by the City of Del Mar to address safety concerns and maintain the integrity of the City's paved streets. This work restores the pavement network by focusing on repairing potholes after they emerge, repairing damage to pavement caused by the roots of nearby trees, and pavement restoration after City staff repair underground infrastructure.

The City performs scheduled small area asphalt repairs every fiscal year, and additional repairs are scheduled occasionally if needs emerge and if sufficient budget is available. Separately, the City proactively budgets for various larger paving projects as part of the City's annual workplan and budget setting processes.

In addition to the pothole filling and minor pavement repairs performed by City staff, the City contracts with third-party licensed contractors annually to perform additional asphalt repairs. Hiring third-party contractors for as-needed asphalt patch repairs is a common municipal that offers several benefits including cost-effectiveness, specialized expertise, and reduced impact to Public Works field staff capacity. Licensed contractors have specialized equipment and experienced crews, ensuring efficient and high-quality repairs.

**DISCUSSION/ANALYSIS:**

In November 2024, the City awarded a contract for the scheduled annual small area roadway repairs for Fiscal Year (FY) 2024-2025. The procurement process was conducted in accordance with the Del Mar Municipal Code (DMMC) Chapter 7.20 – Alternative Bid Procedures for Public Works Projects, and the contract award was within the City Manager's signing authority pursuant to DMMC Chapters 7.20.050 and 7.04.120 – City Manager Contracting Authority.

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**City Council Action:**

The City maintains and regularly updates a list of future necessary pavement repairs. Enough locations have been identified that City staff recommends a second contract this fiscal year to perform small area asphalt repairs. Sufficient budget is available to perform the work. Staff conducted a procurement process in accordance with DMMC Chapter 7.20 – Alternative Bid Procedures for Public Works Projects, and negotiated a contract with Portillo Concrete, Inc. (Portillo) in the amount of \$60,000. Portillo is a local contractor with California license classifications A (general engineering), B (general building), and C-8 (concrete). Portillo has contracted with the City several times over the last few years and has demonstrated reliability, responsiveness, and provided excellent service and quality of work.

With the second recommended contract with Portillo, the total amount to be paid to the contractor for the fiscal year exceeds the City Manager’s signing authority. Therefore, City Council approval is needed to award the contract (Attachment A). If awarded, the work will begin shortly after a Notice to Proceed is issued, with a targeted completion date of July 15, 2025, or sooner. Residents affected by construction near their homes will be notified in accordance with the City’s standard practice.

**FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this agenda item. The fiscal impact of the recommended action is \$60,000. Sufficient funds are available for the project in the FY 2024-2025 Operational and Capital Budget as presented in the table below:

<b>Account #</b>	<b>Account</b>	<b>Budget</b>
01.5841.3200	PW - General Contractual Services	\$ 10,700
20.5845.2300	Gas Tax - Street Maintenance	\$ 4,500
20.5845.3200	Gas Tax - Contractual Services	\$ 8,400
55.5840.3200	Clean Water - Contractual Services	\$ 8,400
51.5840.3200	Water - Contractual Services	\$ 18,000
57.5840.3200	Wastewater - Contractual Services	\$ 10,000
<b>TOTAL</b>		<b>\$ 60,000</b>

**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 related to Council Goals and Priorities.

**ATTACHMENTS:**

Attachment A – Construction Contract with Portillo Concrete, Inc.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR THE 2025 ASPHALT ROADWAY REPAIRS**

This Construction Contract ("Contract") is made and entered into by and between the **City of Del Mar**, a municipal corporation, hereinafter referred to as the "City," and **Portillo Concrete, Inc.** hereinafter referred to as the "Contractor" (collectively "Parties").

**RECITALS**

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **2025 ASPHALT ROADWAY REPAIRS** hereinafter referred to as the "Project."

WHEREAS, the Contractor represents itself as possessing the necessary skills and qualifications to construct the Project required by the City and possesses the required contractor's license of the appropriate classifications.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, and in consideration of the payments and agreements hereinafter mentioned, the Parties agree as follows:

**1. CONTRACTOR'S OBLIGATIONS.**

- 1.1 Contractor shall perform the scope of work shown in Attachment A hereinafter referred to as the "Work", as such term is defined by the Standard Specifications for Public Works Construction, latest version (GREENBOOK).
- 1.2 The Contractor agrees, at the Contractor's own proper cost and expense, to do all the Work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete the Work in a good, workmanlike and substantial manner and to the satisfaction of the City.
- 1.3 Said Work shall be performed in accordance with the Contract Specifications, Drawings, and Provisions annexed hereto; and in connection with the Reference Standards below:

Standard	Edition
Standard Specifications for Public Works Construction ("The GREENBOOK")	2021
San Diego Regional Standard Drawings	2022

- 1.4 The Contractor shall maintain throughout the full term of this Contract all professional certifications and licenses required in order to comply with all City, State, and Federal laws in the performance of this Contract.
- 1.5 The Contractor shall pay wages to the Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Department of Industrial Relations of the State of California. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor, from Director of the Department of Industrial Relations.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR THE 2025 ASPHALT ROADWAY REPAIRS**

These rates are available online with the California Department of Industrial Relations ([www.dir.ca.gov](http://www.dir.ca.gov)). The Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. The Contractor shall comply with the provisions of Sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code.

- 1.6 The Contractor shall register with the Department of Industrial Relations (DIR) in accordance with California Labor Code sections 1771.1 and 1725.5 and the Contractor shall be subject to compliance monitoring and enforcement by DIR in accordance with California Labor Code section 1771.4.
- 1.7 Pursuant to and subject to the provisions of Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, the sum of up to two-hundred dollars (\$200) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any Work done under this Contract, by it or by any subcontractor under it, in violation of the provisions of the Contract.

**2. CONTRACT AMOUNT AND SCHEDULE.**

- 2.1 **Total Amount.** Compensation to Contractor shall be provided on a time and materials basis or pre-approved negotiated price in accordance with Section 1.5 above **not-to-exceed \$60,000**. The Agreement allows for a 15% markup on labor, 15% markup on CALTRANS Equipment Rental Rates, and 10% markup on materials. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Contractor in advance. Contractor acknowledges that it is not guaranteed any particular amount of work. Normal processing time for payment is thirty (30) days after City's receipt of invoice.
- 2.2 Contractor agrees to complete the Work on PROJECT **prior to July 15, 2025**, per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice To Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

**3. TERMINATION OF CONTRACT.**

In the event of the Contractor's failure to prosecute, deliver, or perform the Work as provided for in this Contract, the City may terminate this Contract by notifying the Contractor by certified mail of said termination.

**4. STATUS OF THE CONTRACTOR.**

The Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent Contractor and in pursuit of Contractor's independent calling, and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the project. However, Contractor shall confer with the City as required to perform this Contract.

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**5. SUBCONTRACTING.**

The Contractor's ability to subcontract is limited by and must comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code sections 4100 *et seq.* If the Contractor subcontracts any of the Work to be performed under this Contract, the Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract shall create any contractual relations between any subcontractor of Contractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract applicable to Contractor's Work unless specifically noted to the contrary in the subcontract in question approved in writing by the City.

**6. ASSIGNMENT OF CONTRACT.**

The Contractor has no authority or right to assign this Contract or any part thereof or any monies due thereunder to any other party without first obtaining the prior written consent of the City.

**7. VERBAL AGREEMENT OR CONVERSATION.**

No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this Contract.

**8. DISPUTES.**

- 8.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.
- 8.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.
- 8.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.
- 8.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an

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amount the payment of which is disputed by the City, shall be dealt with as follows:

- A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.
- B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:
  - 1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.
  - 2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
  - 3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  - 4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.
- C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:

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1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.
  2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.
  3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.
  4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directive as appropriate; or, (3) written declaration of a party that it will no longer participate in further mediation proceedings.
- D. If mediation is unsuccessful, as a prerequisite to filing suit, the Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall begin from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

A civil action filed to resolve a claim subject to Section 9.4 of this Contract shall be subject to the provisions of Public Contract Code Sections 20104.4 and 20104.6.

**9. HOLD HARMLESS.**

- 9.1 The Contractor agrees to indemnify and hold the City; the City's officers, officials, employees and agents; the Engineer; and the Engineer's officers, officials, employees and agents (together, the "City Indemnified Parties"), harmless from, and against any and all liabilities, claims, demands, causes of action, losses, suit damage, expenses and costs, including all costs of defense, expense costs and investigation expenses thereof, arising out of, or in any manner connected directly or indirectly to the acts, omissions or performance of Work by the Contractor or Contractor's agents, employees, subcontractors, officials, officers or representatives. Upon demand, Contractor shall, at its own expense, defend the City Indemnified Parties from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, regardless of whether or

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not such a claim, loss or liability is caused in part by a party indemnified hereunder.

- 9.2 By inspecting, approving or accepting the improvements, City shall not have waived the protections afforded herein to the City Indemnified Parties or diminished the obligation of Contractor, who shall remain obligated in the same degree to indemnify and hold the City Indemnified Parties harmless as provided above.
- 9.3 Contractor's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the City Indemnified Parties' sole active negligence or willful misconduct.

**10. RESPONSIBILITY FOR DAMAGE.**

- 10.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions.
- 10.2 The Contractor shall maintain vehicle liability, and property damage insurance in the amount of not less than \$2,000,000 for one person injured in one accident, and not less than \$2,000,000 for two or more persons injured in any one accident, and not less than \$2,000,000 with respect to any property damage involved and public general liability insurance in the amount of not less than \$2,000,000 each occurrence or in the aggregate.
- 10.3 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.
- 10.4 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better.
- 10.5 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.

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- 10.6 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.
- 10.7 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.
- 10.8 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.
- 10.9 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City and its officers, consultants, agents, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 10.10 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.
- 10.11 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11.0 of this Contract.

**11. NOTICES.**

Any notices to be given under this Contract, or otherwise, shall be served by certified mail and addressed and delivered as listed below:

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

Portillo Concrete, Inc.  
Attn.: Mario Portillo  
3527 Citrus Street  
Lemon Grove, CA 91945  
[mportillo@portilloconcreteinc.com](mailto:mportillo@portilloconcreteinc.com)

**12. LIQUIDATED DAMAGES; EXTENSION OF TIME.**

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **two hundred and fifty dollars (\$250)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 3 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

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**13. PERFORMANCE.**

The City hereby promises and agrees with the Contractor to employ, and does hereby employ the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions hereinafter set forth, and the City and the Contractor for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**14. CONTRACT AUTHORITY OVER PROPOSAL.**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of the Contractor, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

**15. CONTRACT DOCUMENTS.**

The Contract consists of the following documents, all of which are component parts of the Contract as if herein set out in full, or attached hereto:

1. Contract
2. Worker's Compensation Certificate
3. Modifications to the Standard Specifications: General Provisions, Special Provisions, Construction Methods
4. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos

All the above-named Contract Documents are intended to be complementary. The Work required by one of the above-named documents and not by others shall be performed as if required by all. Any conflicts in terms or requirements of any of the Contract Documents shall be determined by the order of precedence set forth in the GREENBOOK.

**16. ATTACHMENTS.**

The following Contract Documents are attached hereto:

- A. Scope of Work
- B. Worker's Compensation Certificate

**17. NON-DISCRIMINATION.**

Contractor 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. Contractor shall take affirmative action to ensure 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

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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.

**18. CALIFORNIA LAW; VENUE/MISCELLANEOUS.**

This Contract 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 Contract shall be brought in the County of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

**19. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION AND CONTROL ACT OF 1986.**

Contractor certifies that Contractor 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 Contract.

**20. NO WAIVER.**

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

**21. SEVERABILITY.**

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

**22. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this Contract and the Exhibits, the main body of this Contract shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Contract, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Contracts, 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 Contract.

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**23. SIGNING AUTHORITY.**

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract, which will be effective as of the date of the City's execution of the Contract listed below.

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

**PORTILLO CONCRETE, INC.**  
a California corporation

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

By: \_\_\_\_\_  
Mario Portillo, President/CEO

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney

ATTEST:

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

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**ATTACHMENT A – SCOPE OF WORK**

Asphalt roadway repairs for utility excavations and tree root impacts shall be performed per the following table or as directed by the City of Del Mar:

<b>Nearest Address</b>
1957 Ocean Front – water service repair
124 13 <sup>th</sup> Street – water service repair
156 Ocean View – tree roots
424 7 <sup>th</sup> Street – area in front of driveway
10 <sup>th</sup> Street and Highland – potholes
1115 Klish - alligating
8 <sup>th</sup> / Stratford – leak repair and berm repair
8 <sup>th</sup> / Hoska - pothole
2076 Gatun – tree roots
2900 block of Camino del Mar – water line trench
1962 Zapo Street – area near meter boxes
701 Crest – potholes
301 Hidden Pines – uneven pavement
120 Cuchara – tree roots around bend

The contractor will work with Del Mar Public Works staff to schedule the sequence of work to ensure the highest priority locations are completed first.

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**ATTACHMENT B - WORKER'S COMPENSATION CERTIFICATE**

Section 3700 of the Labor Code provides in part as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I hereby certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BOND NO. (optional): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE OF SIGNER: \_\_\_\_\_

DATE: \_\_\_\_\_



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Ashlea Houston, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Proposal for Phase II of the Temporary Sculpture Program

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council: 1) Authorize the City Manager to sign the Memorandum of Understanding (MOU) between the City and Del Mar Foundation (Foundation) (Attachment A) for Phase II of the City's Temporary Outdoor Sculpture Program (Program); and, 2) Approve the five art sculptures, plus one alternate, proposed by the Foundation for Council consideration and approval (Attachment B).

**BACKGROUND:**

On May 17, 2021, the City Council gave conceptual approval for Phase I of the Temporary Outdoor Sculpture Program (Program), proposed by the City's Arts Advisory Committee (AAC) in conjunction with the AAC Liaisons and Foundation. The approved Program provided for the temporary (23-month) display of sculptures in the public right-of-way at five (5) sites adjacent to Camino del Mar between 9<sup>th</sup> Street and 15<sup>th</sup> Street. It should be noted that the 23-month timeframe cannot be extended as it would trigger Design Review.

On June 21, 2021, the City Council authorized the City Manager to enter into an MOU with the Foundation for the program and adopted Resolution 2021-24 (Attachment C), approving EP21-054, a Long-Term, Major Encroachment Permit (EP), for the installation of five concrete pads in specified locations in the downtown area for the Program. The MOU identified the Foundation's role in implementing the Program, including: a) fully funding the Program; b) complying with the terms of the EP; c) securing insurance for damage or loss to the artworks; d) administering the Call for Art, initial screening of art submissions, and installation and de-installation of the selected sculptures in partnership with the AAC, City staff and an art consultant; and e) entering into agreements with the Artists and the contractor installing the five art pads. The MOU also expressed "the non-binding intent of the Parties to renew the program on terms acceptable to each party," should Phase I prove to be successful and well received by the community.

On September 7, 2021, the City Council approved the AAC-recommended sculptures for Phase I of the Program and approved a revised MOU between the City and Foundation, clarifying that AAC's role in sculpture selection is to recommend sculptures for City

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**City Council Action:**

Council approval. The Phase I temporary art sculptures were displayed from September 2021 to August 2023.

Based on the success of Phase I, the AAC and Foundation proposed Phase II of the Program. On February 21, 2023, the City Council approved a proposed MOU between the City and Foundation for Phase II. The AAC and Foundation next planned to issue a Call for Art, review proposed sculptures at an AAC meeting and present the committee's recommendations to City Council in June 2023. However, due to circumstances unrelated to the Phase II proposal, the AAC experienced a reduction in membership that prevented the committee from meeting due to a lack of quorum. As a result, implementation of Phase II was not completed and the AAC was later placed on hold.

On May 19, 2025, the City Council adopted Resolution 2025-11 dissolving the Arts Advisory Committee, following a recommendation from the Council Committee Streamlining Taskforce. The recommendation was based on a continued lack of AAC members and work plan items.

**DISCUSSION/ANALYSIS:**

In early 2025, the Foundation expressed interest in reinitiating Phase II of the Program. Due to an inactive (now dissolved) AAC, the Foundation initiated the Call for Art process; vetted artist submissions through a Foundation art committee; and selected five sculptures plus one alternate for Council consideration and approval (Attachment B). The art selection was conducted in accordance with the standards established in City Council Policy 113-Public Art Policy.

If approved by Council, the Phase II sculptures would be installed the week of July 14, 2025, which is between the end of the San Diego County Fair and the beginning of the Del Mar horse racing season. The sculptures would also be in place for the Breeders' Cup in November 2025, with removal at the conclusion of the 23-month Program period.

The proposed Phase II MOU is substantively the same as the Phase II MOU approved in February 2023; the key change is the reassignment of the AAC role in the Program to the Foundation. The proposed budget for Phase II, which will be covered in full by the Foundation under the terms of the proposed MOU, is as follows:

Art Consultant	\$ 2,000
Artist Stipends	\$10,000
Installation support costs	\$ 1,500
Signage for placement on each pad	\$ 150
Printing updated Art Walk Map	\$ 100
Artists' Reception at Town Hall for the community	\$ 500
Fine Arts insurance policy	\$ 5,000
Misc. expenses/contingency (includes concrete pad repairs if needed)	\$ 750
<b>TOTAL</b>	<b>\$20,000</b>

The Foundation recognizes the limited capacity of City staff and have agreed to take on significant administrative responsibilities to administer the Program including paying the artists, vendors, and other expenses directly. However, because this is a program of the City with the sculptures located on City property, the Foundation treats the funding for this program as a grant to the City.

**FISCAL IMPACT:**

There is no cost to the City related to approval of this agenda item. The Foundation is proposing to cover all costs associated with the proposed program.

**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. Any project developed as a result of the City Council’s action that requires the City or the City Council’s discretionary approval resulting in a physical change to the environment will be analyzed in accordance with CEQA prior to such approval. The current City Council action in no way limits the exercise that discretion.

**NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:**

The temporary art sculpture program is not included in the City Council’s list of Goal & Priorities.

**ATTACHMENTS:**

- Attachment A – Phase II MOU with Del Mar Foundation
- Attachment B – Art Selected for Phase II
- Attachment C - Resolution 2021-24 (EP21-054)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DEL MAR AND THE DEL MAR FOUNDATION  
REGARDING IMPLEMENTATION OF PHASE II OF THE TEMPORARY  
OUTDOOR SCULPTURE PROGRAM**

This Memorandum of Understanding (MOU) is entered into effective June 2, 2025, by and between the City of Del Mar, a municipal corporation (City), and the Del Mar Foundation, a 501(c)(3) non-profit corporation (Foundation), herein collectively referred to as the "Parties."

**RECITALS**

WHEREAS, under the guidance of the City's Arts Advisory Committee ("AAC") and with financial and administrative support from the Foundation, the Parties successfully implemented Phase I of the City's Temporary Outdoor Sculpture Program ("the Program") beginning in 2021, with the 23-month term of Phase I ending and the related five displayed sculptures being removed on or around August 27, 2023;

WHEREAS, the Parties desire to implement Phase II of the Program, for the selection and public display of five sculptures for a term not to exceed 23 months, with installation anticipated to occur during the week of July 14, 2025, following City Council approval of the selected five sculptures for display; and

WHEREAS, the purpose of this MOU is to set out the respective roles and responsibilities of the Parties in carrying out Phase II of the Program;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Role of the City.**

- a. Oversight of the Program by the City Manager or their designee;
- b. Council approval of the sculptures to be publicly displayed in Phase II, taking into consideration the recommendations of the Foundation and the provisions of the City's Public Art Policy, Masterplan, and EP (Encroachment Permit).

**2. Role of the Del Mar Foundation.**

- a. Funding Phase II of the Program, consistent with the provisions of paragraph 4 below;
- b. Complying with the terms of EP21-054, including provisions relating to installation, maintenance, repair, or removal of the art pads and artworks;
- c. Providing insurance in a form and amount acceptable to City (Section 9 below);
- d. Entering into and administering an agreement with a qualified art locator who will issue the Call for Art, conduct the initial screening of art submissions, work with the professional Art Locator on the selection of the sculptures for Phase II, coordinate with the artists, and oversee the installation and de- installation of the selected sculptures, consistent with the terms of the Public Art Policy, EP, Masterplan, and this MOU.
- e. Entering into and administering other agreements and contracts

(including with the Artists and the contractor repairing the art pads, if repairs are required) as necessary to implement Phase II of the Program, consistent with the terms of the Public Art Policy, EP, Masterplan and this MOU.

- 3. Funding.** The Foundation has agreed to underwrite the cost for Phase II of the Program in the approximate amount of \$20,000. It is contemplated by the Parties that this will cover substantially all of the costs of Phase II of the Program. The Parties acknowledge that this underwriting is contingent upon the Foundation's ability to secure the insurance required by the EP and this MOU at a cost that is deemed reasonable in the sole judgment of the Foundation. For the convenience of the Parties and to lessen the program's burden on City staff resources, the Foundation will directly contract with and pay contractors, artists, and other third Parties whose services are necessary for the implementation of this Program during Phase II, but will treat the costs of the program as a grant to the City.
- 4. Art Selection and Artistic Judgments.** The Parties acknowledge that the Foundation will recommend art to the City Council for Phase II of the Program consistent with the selection criteria and public review provisions of the Public Art Policy, and consistent with technical provisions of the Masterplan and EP. The City will solicit public comment on the art for Phase II of the Program as part of the City Council agenda item for Council approval of the recommended art.
- 5. Art Sales.** The Program provides that artists selected for participation may offer their artwork for sale. To effectuate the purposes of the Program, artworks selected for Phase II must remain on public display as part of the Program for a minimum of twelve (12) months, and may be removed before the end of the 23-month display period only if the artist or Art Locator can provide a substitute work acceptable to the Foundation for display for the remaining display period. Art sales shall be handled consistent with the provisions of Section XII, paragraph 3 of the Public Art Policy, with an additional 10% commission to be paid to the Art Locator. The 25% consignment fee to the City and the 10% commission to the Art Locator are based on the sale price set by the artist per the Agreement between the Foundation and the artist, and are in addition to the sale price. The purchase transaction shall be conducted by the City's Finance Department.

The City's consignment fee shall be allocated to the City of Del Mar Public Art Program Reserve Fund, to be used for future phases of this Program or other arts-related purposes consistent with the Public Art Policy.

**6. Maintenance; Damage; Loss.**

**a. Maintenance.**

- i. The Foundation shall be responsible for routine maintenance of the art pads to be installed as part of the Art Program.
- ii. The artist shall be responsible for any routine maintenance for their artwork as provided in the artist's agreement to participate in the Program.

**b. Damage; Loss**

- i. **Artworks.** The Foundation shall obtain fire and theft insurance for damage or loss to the artworks caused by fire, theft, vandalism, or other cause, and shall include provisions in the artist agreements limiting liability for damage or loss to a maximum of \$10,000 per artwork or the artist's sales price for the artwork, whichever is lower.
- ii. **Art pads.** The Foundation is responsible for repairs to the art pads, per the terms of the EP.

**7. Termination.**

- a. This MOU shall expire, unless renewed in writing by the Parties, at the conclusion of Phase II of the Program.
- b. This MOU may be terminated sooner by either Party on reasonable notice to the other, provided that appropriate steps are included in any termination to ensure that no third-party contracts are breached. In the event that either Party desires to terminate this MOU, the Parties agree to confer and make good-faith efforts to determine whether the termination can be avoided by amending the terms of the MOU or the Program.
- c. In the event of an early termination, the Parties agree to confer in good faith to reach agreement on how the termination will be effectuated, including whether the art pads will be removed or responsibility for them will be assumed by the City.

**8. Continuation of Program.**

- a. The Parties hope that Phase II of the Program covered by this MOU will be successful and that it will be well received by the community. If so, it is the non-binding intent of the Parties to renew the program on terms acceptable to each party.
- b. No financial or other commitments to continuation of the program are included in this MOU.

**9. Insurance.**

**a. Liability.** The Foundation has a Special Liability Insurance Policy (SLIP) policy of insurance in the amount of \$5,000,000 naming the City as an additional insured.

- i. This policy is deemed adequate for liability coverage purposes.
- ii. The Foundation shall maintain said policy, or equivalent, in full force and effect during the term of this MOU and any extension thereof.
- iii. The Foundation shall promptly notify the City, in writing, of any material change in said policy or its coverage affecting the City.
- iv. The Foundation shall ensure that the City is a named insured in said policy at all times relevant to this MOU, specifically naming the City's Temporary Outdoor Sculpture Program as an ongoing event covered by this policy.

**b. Property.** In addition, the Foundation shall secure fire and theft coverage in

an amount of not less than \$100,000 to cover any damage or loss from fire, theft, vandalism, or other cause beyond the needs of ordinary maintenance to:

- i. The art support systems to be installed on City property;
- ii. The artworks themselves in an amount up to the \$10,000 maximum limit of liability set forth in the artist agreements.
- iii. Additional insurance for the artworks may be purchased by the artists and shall name the City and Foundation as additional insureds.

**10. Indemnification.** The Parties each agree to indemnify, defend (with attorneys approved by the indemnified party), and hold harmless each other and their respective officers, officials, agents and employees (Indemnified Parties) from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the performance of this MOU arising from their own sole negligence or misconduct. This indemnity is in addition to any other rights or remedies which the Parties may have under the law or this Agreement.

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

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

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

**DEL MAR FOUNDATION**, a non-profit corporation

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

By: \_\_\_\_\_  
Thomas Neuman, MD, President

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney

# **Art Selected for Council Consideration and Approval for Phase II, Temporary Outdoor Sculpture Program**

**Submitted for the June 2, 2025 City Council Meeting  
By Del Mar Foundation**

The sculptures proposed for Phase II of the Temporary Outdoor Sculpture Program are presented in this document, including photos and key information: artist, title, materials, dimensions of both the sculpture (as well as any base that will be used), proposed location, sales price, and in some cases, artist comments. They are shown in order based on the proposed installation location, from north (15<sup>th</sup> & Camino Del Mar) to south (9<sup>th</sup> & Camino Del Mar).

Although the City's Art Advisory Committee (AAC) has been on hiatus and was unable to participate in the selection of art for Phase II, the process to select these artworks was similar to that used for Phase I: the art consultant who was retained for Phase I issued a Call for Art for Phase II; worked with submitting artists to obtain information about their works and technical issues such as installation, and guided the process of review of the submissions for artistic merit, suitability for display at the Del Mar outdoor art locations, and eligibility based on the standards of the City's adopted Public Art Policy and the MOU between the City and the Foundation. A DMF art committee, including DMF's representative on the AAC, reviewed the submissions with the art consultant, and selected the five sculptures plus one alternate, and also selected the installation site for each proposed sculpture.

If these artworks are approved by Council, installation is anticipated to take place between July 14-16, after the Fair has ended and before the Race Season begins. The artworks would also be in place for the Breeders' Cup, and would remain in place for 23 months. Note that the artist can remove an artwork early, after it has been on display for at least one year, in the event of a sale. Having an alternate artwork approved by Council will facilitate replacement of one of the five approved works, in the event of a sale, or in the event that circumstances prevent one of the artworks from being installed.

**SELECTION #1**

**Artist: DELOS VAN EARL**

**Title: Red Seeker**

Dimensions: 82”h x 17”w x 18”d  
(listed height does not include the triangular base, which will be approx. 2’ high to provide greater elevation and visibility at the installation location.)

Materials: Oil enamel on steel

Price: \$8,000-\$12,000 (TBD BY ARTIST)

INSTALLATION LOCATION:  
15<sup>th</sup> St. near Camino Del Mar, near the entrance to the Jim Watkins Amphitheatre (NE corner of intersection)

Art Pad at this location is 5’ x 6’

From the artist’s Creature Series – an abstract creature which the artist encourages the viewer to interpret according to what s/he sees.



**SELECTION #2**

**Artist: RON TATRO**

**Title: Split Head**

Dimensions: 36" h x 20" w (base is 44" h x 15" w)

Materials: Painted aluminum

Price: \$6,200

INSTALLATION LOCATION: 15<sup>th</sup> St. near Stratford Ct. (in front of Rusty Del Mar)

Art Pad at this location is 3' x 4'

NOTE: Split Head is part of the artist's series on Abstract Heads.



**SELECTION #3**

**Artist: RON TATRO**

**Title: Planar Head**

Dimensions: 36" w x 20" w  
(base is 44" h x 15" w)

Materials: Painted Aluminum

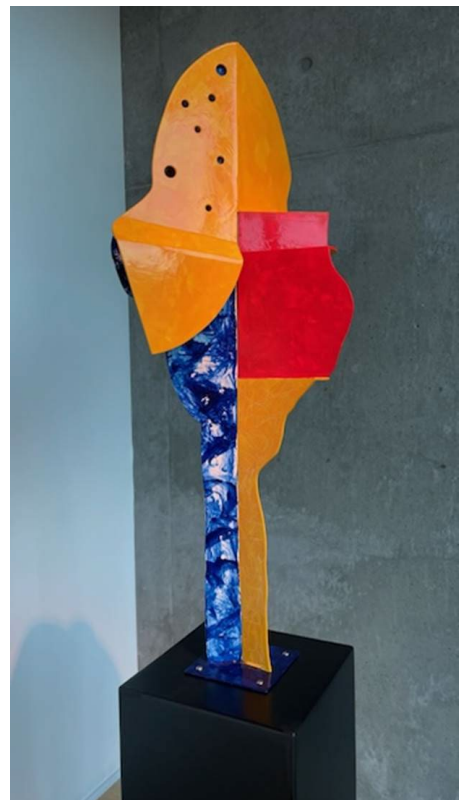
Price: \$6,200

INSTALLATION LOCATION:  
Camino Del Mar and 14<sup>th</sup> St.  
(SE corner of intersection)

Art Pad at this location is 3' x 4'

**Photos show different sides of  
this artwork.**

NOTE: Planar Head is part of the  
artist's series on Abstract Heads.



**SELECTION #4**

**Artist: PETER MITTEN**

**Title: Cloud 7**

Dimensions: 36" h x 40 w (base is 4' h x 2' w x 2' d)

Materials: Powder coated and painted steel

Price: \$5,000

INSTALLATION LOCATION: Camino Del Mar at 12<sup>th</sup> St (SE corner, near the UPS Store)

Art Pad at this location is 7'x5'

Artist comment: "I've long been intrigued with discovering geometric patterns in nature, whether in moisture, cell structure, beehives, etc."



**SELECTION #5**

**Artist: HUGO HEREDIA**

**Title: Direccion Impredecible**

Dimensions: 8'-4" h x 3'w x 3'd

Materials: Corten steel, stainless steel,  
recycled water bottles, patina

Price: \$22,000

INSTALLATION LOCATION: Camino Del Mar &  
9<sup>th</sup> St. (NE corner of the intersection)

Art Pad at this location is 4' x 4'

**NOTE:** The sculpture will incorporate 30-50+  
green recycled water bottles; it is not in its  
finished state in these photos.



Artist comment: This is large scale sculpture's metal has a brown rusty finish with some details of stainless steel to make it look organic and industrial. On top of the metal sculpture, 30 to 50 recycled green water bottles will be incorporated. With light, this will create a very intense green effect. The concept of the sculpture is to connect with nature - the contemporary tree-like sculpture, the green element of the recycled glass bottles and the earthy brown finish of the metal.

**ALTERNATE SELECTION**

**Artist: BECKY GUTTIN**

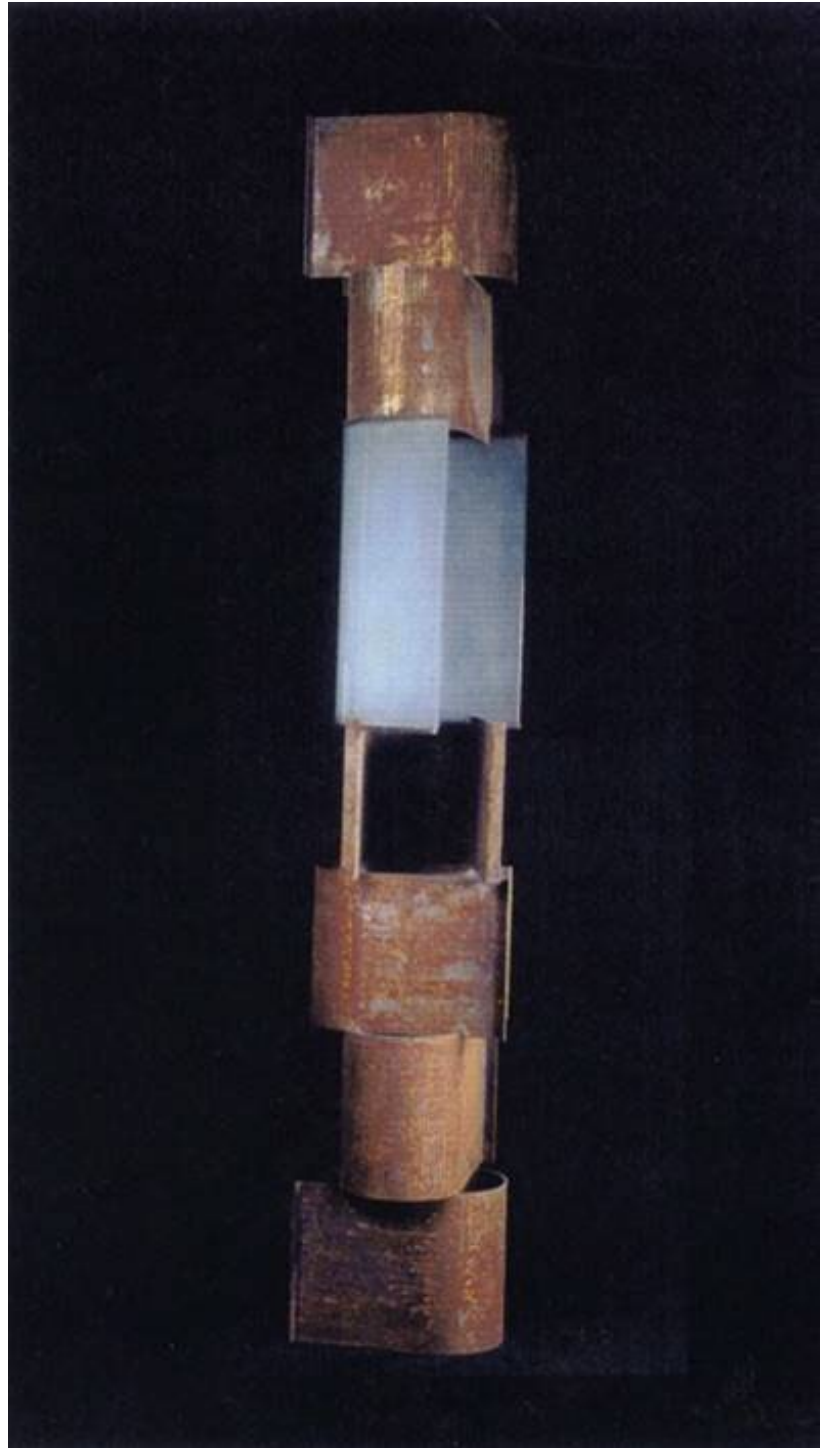
**Title: Lo Cuestionable de la  
Armonia – Questionable  
Harmony**

Dimensions: 99" x 19.5" x 19.5"

Materials: Glass and Iron

Price: \$12,000

The alternate selection will be included in Phase II in the event that one of the primary selections cannot be installed for some reason, or if a primary selection is sold and removed (allowable under the MOU after the work has been displayed for a minimum of one year).



## RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ENCROACHMENT PERMIT EP21-054 TO INSTALL FIVE CONCRETE PADS IN THE PUBLIC RIGHT-OF-WAY IN THE DOWNTOWN AREA FOR THE TEMPORARY OUTDOOR SCULPTURE PROGRAM IN DEL MAR, CALIFORNIA

WHEREAS, the City of Del Mar (“City”) is the owner of the public right-of-way at the following locations:

- 15<sup>th</sup> Street and Camino del Mar
- 15<sup>th</sup> Street and Stratford Court
- Southeast corner of 14<sup>th</sup> Street and Camino del Mar
- Southeast corner of 12<sup>th</sup> Street and Camino del Mar
- Northeast corner of 9<sup>th</sup> Street and Camino del Mar; and

WHEREAS, the Del Mar Foundation (“Applicant”) has filed an application for an Encroachment Permit (EP21-054) seeking approval to place five concrete pads in the downtown area (“Project”); and

WHEREAS, Del Mar Municipal Code (DMMC) Chapter 23.28 requires an Encroachment Permit (EP) for erecting or maintaining any structure in the public right-of-way, and

WHEREAS, Section 23.28.070 of the DMMC provides that an Encroachment Permit may be approved or conditionally approved only if the decision maker makes all of the findings set forth in Section 23.28.070(C); and

WHEREAS, in accordance with requirements of the California Environmental Quality Act (CEQA), the City Council’s action to reject or disapprove a project is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(4). Therefore, environmental review would not be required; and

WHEREAS, on June 21, 2021, the City Council of the City of Del Mar held a duly noticed public hearing to review the encroachment permit, and at which time all persons desiring to be heard were heard; and

WHEREAS, evidence was submitted and considered to include without limitation:

- a. Plans submitted by the applicant;
- b. Written information submitted with the application;
- c. Agenda Report, dated June 21, 2021, incorporated by reference as though fully set forth herein;

d. Additional information submitted during the hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar that Encroachment Permit EP21-054 is hereby approved based on the following findings in DMMC Chapter 23.28.070 (C):

1. The issuance of the EP will not endanger public health, safety or welfare, or the surrounding property. The five sites were evaluated with public health, safety, and welfare in mind, and the sculptures at these locations are well-suited to the surrounding environment.
2. The issuance of the EP will not unreasonably interfere with the intended use of a City Right-of-Way or Easement. The five sites were carefully evaluated and will not interfere with the intended use of the public right-of-way. The art pads are proposed to be located in landscaped planter areas created as part of the Downtown Streetscape project.
3. The issuance of the EP will not have an adverse impact on the welfare of the community or on the community's appearance or aesthetics. In fact, the five sites have the ability to enhance the community's appearance and aesthetics.
4. The issuance of the EP will not change the character of the community. The five sites were evaluated and found to be well-suited to the surrounding environment and would compliment the character of the community.
5. The issuance of the EP will not be to the detriment of the interests of the general public. The five sites were evaluated with public health, safety, and welfare in mind, and the sculptures at these locations are well-suited to the surrounding environment.
6. The proposed encroachment will not convert significant area of public property to private use. The program is intended to be for the public to enjoy the temporary sculptures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council that approval of EP21-054 shall be subject to the following conditions:

**General Conditions:**

**Note that gaps in numbering are intentional.**

GC-6            *[Compliance with Conditions]*

The applicant/owner hereby agrees to do all work and otherwise comply with the terms and conditions of this permit, and all applicable rules and regulations of the City of Del Mar and/or other public agency.

**GC-21**      *[No Transfer in Property Interest]*

The granting of an encroachment permit pursuant to this chapter shall not constitute the transfer or relinquishment of any ownership or interest held by the City over the public right-of-way, nor shall such permit confer any vested or proprietary rights upon the holder of the permit beyond the right to utilize the encroachment area in the manner authorized by the permit and subject to all of the conditions set forth herein.

The applicant/owner agrees to protect all survey markers and monuments in the vicinity of the work and agrees to replace any markers or monuments, if damaged, to the satisfaction of the Public Works Director.

**General Encroachment Conditions:****GEP-2**      *[EP – Indemnification]*

By accepting this permit and implementing the development authorized herein, the applicant/owner agrees to indemnify, defend and save the City of Del Mar, its authorized agents, officers, representatives and employees harmless from and against any and all penalties, liabilities, annoyances, or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to the application or by reason of the permittee's installation, operation, maintenance or removal of the encroachment.

**GEP-3**      *[EP - Removal of Improvements]*

The applicant/owner agrees that if any structure, tank, pipe, conduit, duct, tunnel, or other development for which this permit is issued is, at any point in the future, determined by the City to interfere with the use, repair or improvement of the subject right-of-way, the applicant/owner or his or her successors or assigns, shall remove the development within ten (10) days after the receipt of a written notice from the Director of Public Works to do so. The removal shall be accomplished at the expense of the applicant or his or her successors or assigns and shall be removed or relocated to the satisfaction of the Director of Public Works.

**GEP-5**      *[EP - Revocation of Permit]*

This permit may be revoked by the City if noncompliance is noted to the applicant/owner and satisfactory action is not taken by the applicant or his/her agents to achieve compliance within twenty-four (24) hours of notice. Further, this permit may be revoked if the City ever has a need for the portion of the right-of-way, currently utilized by the private improvements, in the future, or if noncompliance is noted to the applicant and satisfactory action is not taken by the applicant or his/her agents to achieve compliance within twenty-four (24) hours of notice.

**GEP-11**      *[EP - Compliance with City Codes and Permit Conditions]*

Any person violating any provisions of or failing to comply with any of the requirements of this Permit or of DMMC Chapter 23.28 shall be subject to the enforcement provisions set forth in DMMC Chapters 1.08 and 30.98.

Resolution No. 2021-24

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**GEP-12**      *[EP - Change of Permit Conditions at Direction of the City]*

The City retains the right to change conditions of this permit granted and order the relocation or adjustment of lines, manholes, fixtures, and apparatus hereby allowed to be installed, whenever, in the opinion of the City, this becomes necessary; and desirable. In the event that such an order is made, all changes required pursuant thereto shall be made at the sole expense of the applicant/owner.

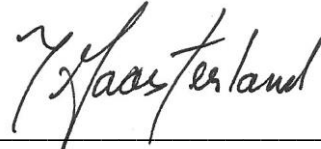
**GEP-17**      *[EP - Improvements Subject to Compliance with ADA Accessibility Requirements]*

Where applicable, the applicant/owner shall be responsible for ensuring that all improvements are implemented in compliance with the applicable provisions of the Americans with Disability Act (ADA). Information about requirements for complying with ADA requirements can be gained from the following website: [www.access-board.gov/adaag/html/adaag.htm](http://www.access-board.gov/adaag/html/adaag.htm)

**Document Conditions:****DC-2**      *[Certificate of Insurance]*

The applicant/owner shall provide a Certificate of Insurance covering the encroachment and naming the City as an additional insured. Coverage under this provision shall be maintained continuously for the life of the encroachment and a copy provided to the City upon request at any time.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 21<sup>st</sup> day of June, 2021.



\_\_\_\_\_  
Terry Gaasterland, 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, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2021-24, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 21<sup>st</sup> day of June, 2021, by the following vote:

AYES: Mayor Gaasterland, Deputy Mayor Worden, Council Members  
Druker, Martinez and Quirk

NOES: None

ABSENT: None

ABSTAIN: None



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Sarah Krietor, Acting City Clerk  
City of Del Mar



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Josh Gordon, Fire Chief  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Introduction of an Ordinance Adopting an Updated Fire Hazard Severity Zone Map for the City of Del Mar

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council introduce an Ordinance (Attachment A) amending the Del Mar Municipal Code to add Section 10.04.015 reflecting local adoption of the Del Mar Fire Hazard Severity Zones Map (FHSZ Map) to designate Moderate, High, and Very High Fire Hazard Severity Zones (Exhibit 1 to Attachment A) to comply with the requirements of California Government Code Section 51179.

## BACKGROUND:

In response to the 1980 Panorama Fire in San Bernardino, the California Department of Forestry and Fire Protection (CAL FIRE) was mandated to develop FHSZs in State Responsibility Areas (SRAs). The 1991 Tunnel Fire in the Oakland Hills prompted the assessment of FHSZs in Local Responsibility Areas (LRAs). FHSZs are identified by the State Fire Marshal and categorized as Moderate, High, and Very High, and Government Code section 51179 obligates local authorities to take wildfire mitigating actions in those areas.

On March 24, 2025, CAL FIRE, through the Office of the State Fire Marshal (OFSM), released updated LRA FHSZ maps for all California communities, including the City of Del Mar. The updated FHSZ maps represent the most current, science-based assessment of wildfire hazards across the State and mark the first major update since 2007. CAL FIRE's methodology incorporates modern fire behavior modeling, historical wildfire data, topography, vegetation, weather patterns, and climate trends to identify hazard ratings.

## DISCUSSION/ANALYSIS:

For the City of Del Mar, the updated FHSZ map (Exhibit 1 to Attachment A) significantly expanded areas in the City that are designated as High and Very High Fire Hazard Severity Zones. Areas not previously identified as high hazard for wildfires, particularly neighborhoods adjacent to open space—are now newly classified and subject to stricter mitigation requirements. This means many residential and commercial properties now fall under more stringent fire safety regulations.

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City Council Action:

These new designations directly affect Del Mar’s local building codes, require enhanced defensible space (e.g., clearing brush and maintaining safe zones around structures), and trigger additional disclosure obligations for property owners. Any new construction in Very High and High FHSZs must comply with Chapter 7A of the California Building Code (wildfire-resistant construction standards) and Government Code Sections 51175–51189, which establish the framework for local wildfire mitigation requirements (Attachment B).

Del Mar, like much of coastal Southern California, is experiencing a shift in wildfire exposure. The risk is no longer confined to the wildland-urban interface or rural canyons. Climate change, prolonged drought, invasive vegetation growth, and Santa Ana wind events have increased the City’s vulnerability. The updated and expanded FHSZ boundaries reflect this evolving threat and serve as a call to action for enhanced public safety strategies.

The City of Del Mar must address the requirements of Government Code Sections 51175–51189 through public outreach, code enforcement, vegetation management, emergency response planning, and neighborhood preparedness. Proactive coordination across City departments and strong communication with impacted residents will be critical in reducing the risk and consequences of future wildfires.

The adoption of CAL FIRE’s updated FHSZ map follows a defined legal and administrative process set by the State, which directly impacts how and when the City of Del Mar must comply with new regulatory requirements.

### **Adoption Timeline**

CAL FIRE finalized and publicly released the updated Local Responsibility Area, FHSZ maps on March 24, 2025. Under California Government Code Section 51179, cities are required to adopt these maps by ordinance within 120 days of the State’s final map certification (or by July 22, 2025).

### **Notification and Opportunities for Public Comment**

Prior to adoption, CAL FIRE provided official notice and conducted public hearings to gather input from local agencies, residents, and stakeholders. This process was mandated by Government Code Section 51178 et seq., ensuring there was public engagement in the map development process.

At the local level, cities were required to open a 30-day public comment period for the new LRA maps. The public comment period for Del Mar’s updated map began on March 28, 2025, and closed April 28, 2025. Two comments were received (Attachment C). To inform residents, the City included information on the map update process in the City’s electronic newsletter, the Del Mar Weekly, and published a new webpage on its website:

<https://www.delmar.ca.us/920/Fire-Hazard-Severity-Zone-Map-Updates>. Information about the process and opportunities for public input were also provided by the City Manager at several City Council meetings.

### **Final Adoption and Implementation**

After completing the State’s public comment period and addressing feedback, CAL FIRE certified the final maps. The maps took effect 30 days after publication in the California Regulatory Notice Register, triggering the 120-day compliance timeline described above for local jurisdictions to adopt them by ordinance. While the State accepted feedback on the updated maps under State law (Government Code Section 51179(b)(3)), local agencies, including the City of Del Mar, were prohibited from lowering the fire hazard severity zone classifications set by the OSFM. Only changes that would increase the fire hazard area or risk designation are permitted by the State.

### **City-Level Actions and Deadlines**

#### *Building Code and Ordinance Updates*

The City of Del Mar is legally obligated to amend its local ordinances to incorporate the newly designated High and Very High FHSZs. All new construction, major remodels, and certain repairs within these zones must comply with Chapter 7A of the California Building Code and other relevant city code. These changes must be adopted within 120 days of the final map release. The City is required to update its building and fire codes every three years, and the next update, which will incorporate these requirements, will come to the City Council for adoption by the end of the calendar year and go into effect January 1, 2026.

#### *Defensible Space Enforcement*

The City must also revise and enforce defensible space policies to align with the updated maps. Vegetation management inspections and compliance efforts, as defined under Government Code 51182, must begin during this same 120-day window. The City is currently updating these operational programs to comply with the new requirements.

#### *Disclosure Requirements*

Effective immediately upon the map’s adoption, California law requires property sellers to disclose a parcel’s location within a designated FHSZ. Real estate disclosures must reflect these new designations, and non-compliance could result in legal exposure for sellers and agents.

### **Enforcement and Compliance Timeline**

The City of Del Mar has a transitional period of 120 days from CAL FIRE’s map certification to finalize all required ordinance amendments, enforcement mechanisms, and public education programs (or by July 22, 2025). Delayed compliance may result in legal liabilities, disqualification from certain state grant opportunities, and challenges to resident property insurance coverage.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

This action is exempt from review under the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et. seq. and CEQA regulations (Title 14 of California Code Regulations Section 15000 et. seq.), pursuant to Government Code Sections 51175 (b) and 51179 (a), because the adoption of an ordinance to adopt the Fire Hazard Severity Zones Maps is not considered a project under Division 13 of the Public Resources Code.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This agenda item supports the General Plan Safety Element, which prioritizes minimizing the risk of wildfire in the community.

ATTACHMENTS:

Attachment A – Ordinance Adopting Updated Fire Hazard Severity Zone (FHSZ) Map  
Exhibit 1 – Updated Fire Hazard Severity Zone Map for City of Del Mar  
Attachment B – Government Code Sections 51175-51189  
Attachment C – Public Comments

## ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE DEL MAR MUNICIPAL CODE TO ADD SECTION 10.04.015 REFLECTING LOCAL ADOPTION OF THE DEL MAR FIRE HAZARD SEVERITY ZONES MAP DESIGNATING MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES TO COMPLY WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 51179

WHEREAS, California Government Code section 51175 et seq. set forth laws intended to classify lands in the state where moderate, high, and very high fire hazard areas exist in order that public officials may implement measures to reduce fire risks; and

WHEREAS, California Government Code section 51178 requires The State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones (FHSZ); and

WHEREAS, California Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within its jurisdiction within 120 days of receiving such a transmittal from Cal Fire; and

WHEREAS, the City of Del Mar Fire Chief has reviewed and accepted the moderate, high, and very high FHSZ as identified by Cal Fire for the City of Del Mar, which map is titled the "Del Mar Fire Hazard Severity Zones" ("FHSZ Map") and is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, pursuant to Government Code 51178.5, the Del Mar Fire Hazard Severity Zone (FHSZ) Map was made available for review and public comment at the Del Mar City Hall during business hours, and on the City's website on March 28, 2025. The Del Mar FHSZ Map was also shared in the City's electronic newsletter, the Del Mar Weekly, on March 28, 2025. These opportunities for the public to review the FHSZ Map satisfy the 30-day public comment notification requirement under Government Code Section 51178.5; and

WHEREAS, on May 23, 2025, the notice of a City Council public hearing was published in the Coast News and mailed notices were sent to all property owners and occupants in the City of Del Mar; and

WHEREAS, on June 2, 2025, the City Council held a duly noticed public hearing and voted to introduce the Fire Hazard Severity Zones Map Ordinance.

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

**SECTION ONE:**

The City Council hereby finds and declares that: The updated Fire Hazard Severity Zone Map was transmitted to the City of Del Mar by the California Department of Forestry and Fire Protection; The designation of these zones is necessary for public safety and the protection of life, property, and natural resources from wildfire; The Ordinance complies with all applicable procedural and substantive requirements under California law.

**SECTION TWO:**

The City Council of Del Mar hereby designates within the City of Del Mar the moderate, high, and very high fire hazard severity zones, as required by California Government Code section 51179 and as transmitted by the Director of the California Department of Forestry and Fire Protection. The fire hazard severity zones are designated on a map titled "Del Mar Fire Hazard Severity Zones" (FHSZ Map). The FHSZ Map is intended to be used in conjunction with the most current edition of the California Building Standards Code (Title 24) and supersedes any other maps previously adopted by the City of Del Mar designating fire hazard severity zones.

**SECTION THREE:**

That Chapter 10.04 Fire Code of the Del Mar Municipal Code be amended to add Section 10.04.015 reflecting local adoption of the Del Mar Fire Hazard Severity Zones Map to read as follows:

**Section 10.04.015 – Adoption of Del Mar Fire Hazard Severity Zones Map**

On June 16, 2025, the City of Del Mar adopted the Del Mar Fire Hazard Severity Zones Map (FHSZ Map). A copy of the map is on file with the City Clerk.

**SECTION FOUR:**

The City shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the FHSZ Map provided by the State Fire Marshal, and the City shall transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption, as required by Government Code Section 51179.

**SECTION FIVE:**

This action is exempt from review under the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et. seq. and CEQA regulations (Title 14 of California Code Regulations Section 15000 et. seq.), pursuant to Government Code Sections 51175 (b) and 51179 (a), because the adoption of an ordinance to adopt the Fire Hazard Severity Zones Maps is not considered a project under Division 13 of the Public Resources Code.

**SECTION SIX:**

The Del Mar Fire Department is authorized to enforce this Ordinance and may conduct inspections, issue citations, and take other actions necessary to ensure compliance.

**SECTION SEVEN:**

Any provision of the Del Mar Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**SECTION EIGHT:**

If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional.

**SECTION NINE:**

This Ordinance shall take effect and be in force thirty (30) days after its passage and the City Clerk of the City of Del Mar is hereby authorized to use summary publication procedures pursuant to Government Code Section 36933 utilizing a newspaper of general circulation published in the City of Del Mar.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 16th day of June, 2025.

---

Terry Gaasterland, Mayor  
City of Del Mar

**APPROVED AS TO FORM:**

---

Leslie E. Devaney, City Attorney  
City of Del Mar

Ordinance No. XXXX  
Page 4 of 4

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 Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 16th day of June, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

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

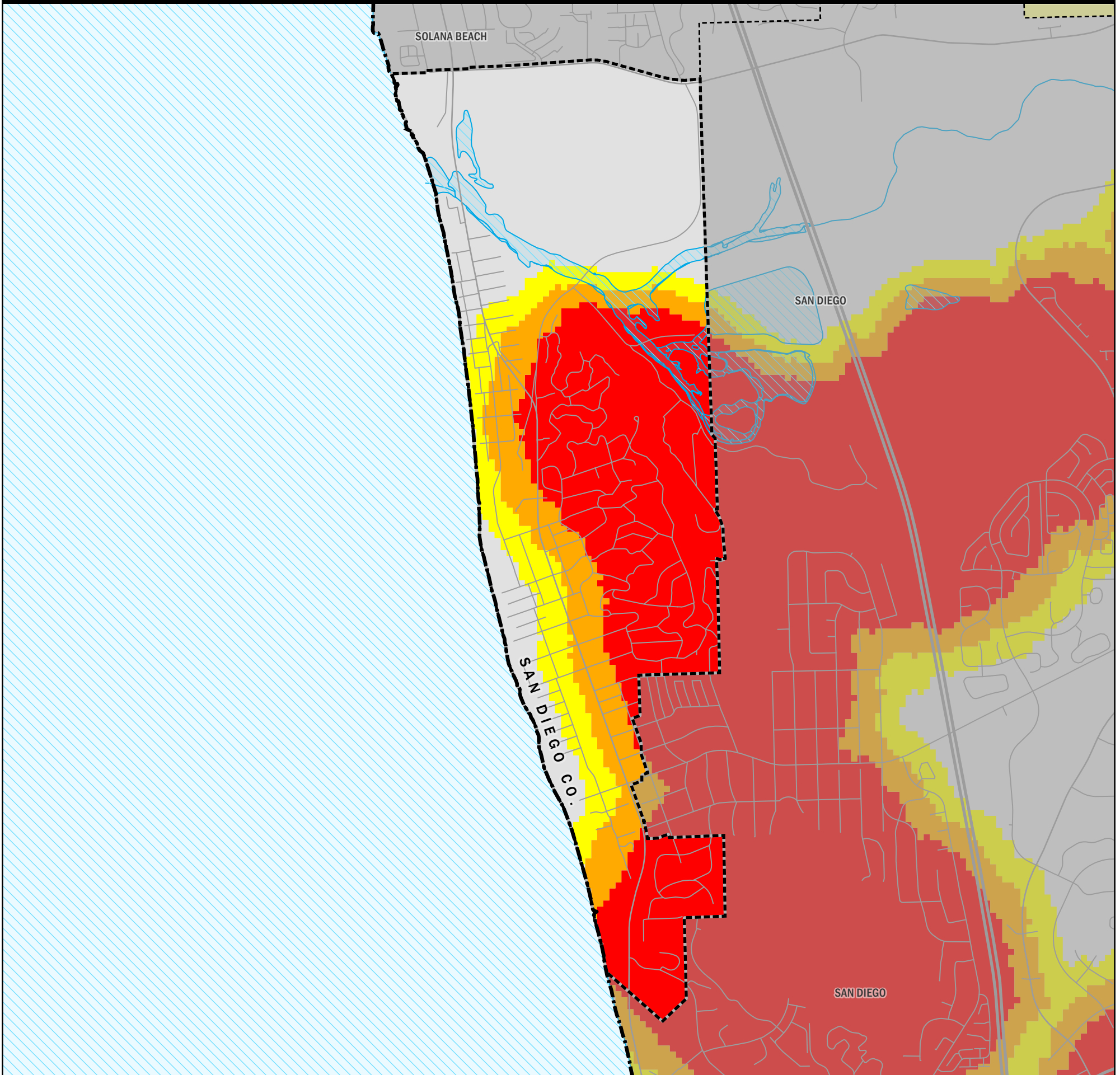
**CITY OF DEL MAR – SAN DIEGO COUNTY**



# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the  
State Fire Marshal

March 24, 2025



**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

■ Very High    ■ High    ■ Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

■ Moderate



Projection: NAD 83 California Teale Albers  
Scale: 1:21,000 at 11" x 17"

Incorporated City     Waterbody  
 Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California  
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency  
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection  
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:  
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23\_3, FHSZLRA\_25\_1)  
CAL FIRE State Responsibility Areas (SRA25\_1)  
City and County boundaries as of 10/22/24 (CA Board of Equalization)

**GOVERNMENT CODE - GOV****TITLE 5. LOCAL AGENCIES [50001 - 57607]***( Title 5 added by Stats. 1949, Ch. 81. )***DIVISION 1. CITIES AND COUNTIES [50001 - 52203]***( Division 1 added by Stats. 1949, Ch. 81. )***PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5]***( Part 1 added by Stats. 1949, Ch. 81. )***CHAPTER 6.8. Moderate, High, and Very High Fire Hazard Severity Zones [51175 - 51189]***( Heading of Chapter 6.8 amended by Stats. 2021, Ch. 375, Sec. 2. )***51175.**

The Legislature hereby finds and declares as follows:

(a) Wildfires are extremely costly, not only to property owners and residents, but also to local agencies. Wildfires pose a serious threat to the preservation of the public peace, health, or safety. The wildfire front is not the only source of risk since embers, or firebrands, travel far beyond the area impacted by the front and pose a risk of ignition to a structure or fuel on a site for a longer time. Since fires ignore civil boundaries, it is necessary that cities, counties, special districts, state agencies, and federal agencies work together to bring raging fires under control. Preventive measures are therefore needed to ensure the preservation of the public peace, health, or safety.

(b) The prevention of wildland fires is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead, a matter of statewide concern. It is the intent of the Legislature that this chapter apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. This subdivision shall not limit the authority of a local agency to impose more restrictive fire and public safety requirements, as otherwise authorized by law.

(c) It is not the intent of the Legislature in enacting this chapter to limit or restrict the authority of a local agency to impose more restrictive fire and public safety requirements, as otherwise authorized by law.

*(Amended by Stats. 2008, Ch. 366, Sec. 1. Effective January 1, 2009.)***51176.**

The purpose of this chapter is to classify lands in the state in accordance with whether a very high fire hazard is present so that public officials are able to identify measures that will retard the rate of spread, and reduce the potential intensity, of uncontrolled fires that threaten to destroy resources, life, or property, and to require that those measures be taken.

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)***51177.**

As used in this chapter:

- (a) "Defensible space" means the area adjacent to a structure or dwelling where wildfire prevention or protection practices are implemented to provide defense from an approaching wildfire or to minimize the spread of a structure fire to wildlands or surrounding areas.
- (b) "Director" means the Director of Forestry and Fire Protection.
- (c) "Fuel" means any combustible material, including petroleum-based products, cultivated landscape plants, grasses, and weeds, and wildland vegetation.
- (d) "Fuel management" means the act or practice of controlling flammability and reducing resistance to control of fuels through mechanical, chemical, biological, or manual means or by fire, in support of land management objectives.
- (e) "Local agency" means a city, county, city and county, or district responsible for fire protection within a very high fire hazard severity zone.
- (f) "Single specimen tree" means any live tree that stands alone in the landscape so as to be clear of buildings, structures, combustible vegetation, or other trees, and that does not form a means of rapidly transmitting fire from the vegetation to an occupied dwelling or structure or from an occupied dwelling or structure to vegetation.
- (g) "State responsibility areas" means those areas identified pursuant to Section 4102 of the Public Resources Code.
- (h) "Vegetation" means all plants, including trees, shrubs, grass, and perennial or annual plants.
- (i) "Very high fire hazard severity zone" means an area designated as a very high fire hazard severity zone by the State Fire Marshal pursuant to Section 51178 that is not a state responsibility area.
- (j) "Wildfire" means an unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to extinguish the fire.

*(Amended by Stats. 2021, Ch. 382, Sec. 1.5. (SB 63) Effective January 1, 2022.)*

### **51178.**

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

*(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)*

### **51178.5.**

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information

shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

*(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)*

### **51179.**

(a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

(b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.

(c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.

(d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.

(e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.

(f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.

(g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

*(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)*

### **51180.**

For the purposes of Division 3.6 (commencing with Section 810) of Title 1, vegetation removal or management, undertaken in whole or in part, for fire prevention or suppression purposes shall not be deemed to alter the natural

condition of public property. This section shall apply only to natural conditions of public property and shall not limit any liability or immunity that may otherwise exist pursuant to this chapter.

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)*

### **51181.**

The State Fire Marshal shall periodically review the areas in the state identified as very high fire hazard severity zones pursuant to this chapter, and as necessary, shall make recommendations relative to very high fire hazard severity zones. This review shall coincide with the review of state responsibility area lands every five years and, when possible, fall within the time frames for each county's general plan update. Any revision of areas included in a very high fire hazard severity zone shall be made in accordance with Sections 51178 and 51179.

*(Amended by Stats. 2021, Ch. 225, Sec. 7. (AB 9) Effective January 1, 2022.)*

### **51182.**

(a) A person who owns, leases, controls, operates, or maintains an occupied dwelling or occupied structure within a very high fire hazard severity zone designated by the local agency pursuant to Section 51179, shall at all times do all of the following:

(1) (A) Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line except as provided in subparagraph (B). The amount of fuel modification necessary shall consider the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained and spaced in a condition so that a wildfire would be unlikely to ignite the structure. This subparagraph does not apply to single specimens of trees or other vegetation that are well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation or to interrupt the advance of embers toward a structure. The intensity of fuels management may vary within the 100-foot perimeter of the structure, with more intense fuel reductions being used between 5 and 30 feet around the structure, and an ember-resistant zone being required within 5 feet of the structure, based on regulations promulgated by the State Board of Forestry and Fire Protection, in consultation with the Office of the State Fire Marshal, to consider the elimination of materials in the ember-resistant zone that would likely be ignited by embers. The regulations may also alter the fuel reduction required between 5 and 30 feet to integrate the ember-resistant zone into the requirements of this section. Consistent with fuels management objectives, steps should be taken to minimize erosion, soil disturbance, and the spread of flammable nonnative grasses and weeds.

(B) A greater distance than that required under subparagraph (A) may be required by state law, local ordinance, rule, or regulation. Fuel modification

beyond the property line may only be required by state law, local ordinance, rule, or regulation in order to maintain 100 feet of defensible space from a structure. Fuel modification on adjacent property shall only be conducted following written consent by the adjacent landowner. Any local ordinance related to fuel modification shall be in compliance with all applicable state laws, regulations, and policies. Any local ordinance may include provisions to allocate costs for any fuel modification beyond the property line.

(C) An insurance company that insures an occupied dwelling or occupied structure may require a greater distance than that required under subparagraph (A) if a fire expert, designated by the fire chief or fire official from the authority having jurisdiction, provides findings that the fuel modification is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the structure, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the structure. The greater distance may not be beyond the property line unless allowed by state law, local ordinance, rule, or regulation.

(2) Remove that portion of a tree that extends within 10 feet of the outlet of a chimney or stovepipe.

(3) Maintain a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood.

(4) Maintain the roof of a structure free of leaves, needles, or other vegetative materials.

(5) Before constructing a new dwelling or structure that will be occupied or rebuilding an occupied dwelling or occupied structure damaged by a fire in that zone, the construction or rebuilding of which requires a building permit, the owner shall obtain a certification from the local building official that the dwelling or structure, as proposed to be built, complies with all applicable state and local building standards, including those described in subdivision (b) of Section 51189, and shall provide a copy of the certification, upon request, to the insurer providing course of construction insurance coverage for the building or structure. Upon completion of the construction or rebuilding, the owner shall obtain from the local building official, a copy of the final inspection report that demonstrates that the dwelling or structure was constructed in compliance with all applicable state and local building standards, including those described in subdivision (b) of Section 51189, and shall provide a copy of the report, upon request, to the property insurance carrier that insures the dwelling or structure.

(b) A person is not required under this section to manage fuels on land if that person does not have the legal right to manage fuels, nor is a person required to enter upon or to alter property that is owned by any other person without the consent of the owner of the property.

(c) (1) The State Board of Forestry and Fire Protection, in consultation with the Office of the State Fire Marshal, shall develop, periodically update, and post on its internet website a guidance document on fuels management pursuant to this

chapter. The guidance document shall include, but not be limited to, regionally appropriate vegetation management suggestions that preserve and restore native species that are fire resistant or drought tolerant, or both, minimize erosion, minimize the spread of flammable nonnative grasses and weeds, minimize water consumption, and permit trees and shrubs near homes for shade, aesthetics, and habitat; and suggestions to minimize or eliminate the risk of flammability of nonvegetative sources of combustion such as woodpiles, propane tanks, decks, and outdoor lawn furniture.

(2) On or before January 1, 2023, the State Board of Forestry and Fire Protection, in consultation with the Office of the State Fire Marshal, shall update the guidance document to include suggestions for creating an ember-resistant zone within five feet of a structure based on regulations promulgated by the State Board of Forestry and Fire Protection, in consultation with the Office of the State Fire Marshal, to consider the elimination of materials in the ember-resistant zone that would likely be ignited by embers. Existing and new structures shall meet the same standard for the ember-resistant zone, but regulations shall allow the staging of work for existing structures to support implementation of the ember-resistant zone and address the costs of compliance.

(d) For purposes of this section, a structure for the purpose of an ember-resistant zone shall include any attached deck. This section does not limit the authority of the State Board of Forestry and Fire Protection or the Office of the State Fire Marshal to require the removal of fuel or vegetation on top of or underneath a deck pursuant to this section.

*(Amended by Stats. 2024, Ch. 982, Sec. 1. (SB 504) Effective January 1, 2025.)*

### **51183.**

(a) The local agency may exempt from the standards set forth in Section 51182 structures with exteriors constructed entirely of nonflammable materials, or conditioned upon the contents and composition of the structure, and may vary the requirements respecting the management of fuels surrounding the structures in those cases. This subdivision does not authorize a local agency to vary a requirement that is a building standard subject to Section 18930 of the Health and Safety Code, except as otherwise authorized by law.

(b) An exemption or variance under subdivision (a) shall not apply unless and until the occupant of the structure, or if there is no occupant, then the owner of the structure, files with the local agency a written consent to the inspection of the interior and contents of the structure to ascertain whether Section 51182 is complied with at all times.

*(Amended by Stats. 2008, Ch. 366, Sec. 5. Effective January 1, 2009.)*

### **51183.5.**

(a) A transferor of real property that is located within a very high fire hazard severity zone, designated pursuant to this chapter, shall disclose to any prospective

transferee the fact that the property is located within a very high fire hazard severity zone, and is subject to the requirements of Section 51182.

(b) Disclosure is required pursuant to this section only when one of the following conditions is met:

(1) The transferor, or the transferor's agent, has actual knowledge that the property is within a very high fire hazard severity zone.

(2) A map that includes the property has been provided to the local agency pursuant to Section 51178, and a notice is posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the map and any information regarding changes to the map received by the local agency.

(c) In all transactions that are subject to Section 1103 of the Civil Code, the disclosure required by subdivision (a) of this section shall be provided by either of the following means:

(1) The Local Option Real Estate Disclosure Statement as provided in Section 1102.6a of the Civil Code.

(2) The Natural Hazard Disclosure Statement as provided in Section 1103.2 of the Civil Code.

(d) If the map or accompanying information is not of sufficient accuracy or scale that a reasonable person can determine if the subject real property is included in a very high fire hazard zone, the transferor shall mark "Yes" on the Natural Hazard Disclosure Statement. The transferor may mark "No" on the Natural Hazard Disclosure Statement if he or she attaches a report prepared pursuant to subdivision (c) of Section 1103.4 of the Civil Code that verifies the property is not in the hazard zone. Nothing in this subdivision is intended to limit or abridge any existing duty of the transferor or the transferor's agents to exercise reasonable care in making a determination under this subdivision.

(e) Section 1103.13 of the Civil Code shall apply to this section.

(f) The specification of items for disclosure in this section does not limit or abridge any obligation for disclosure created by any other provision of law or that may exist in order to avoid fraud, misrepresentation, or deceit in the transfer transaction.

*(Amended by Stats. 1999, Ch. 876, Sec. 7. Effective January 1, 2000.)*

#### **51184.**

(a) Section 51182 shall not apply to any land or water area acquired or managed for one or more of the following purposes or uses:

(1) Habitat for endangered or threatened species, or any species that is a candidate for listing as an endangered or threatened species by the state or federal government.

(2) Lands kept in a predominantly natural state as habitat for wildlife, plant, or animal communities.

(3) Open space lands that are environmentally sensitive parklands.

(4) Other lands having scenic values, as declared by the local agency, or by state or federal law.

(b) This exemption applies whether the land or water area is held in fee title or any lesser interest. This exemption applies to any public agency, any private entity that has dedicated the land or water areas to one or more of those purposes or uses, or any combination of public agencies and private entities making that dedication.

(c) This section shall not be construed to prohibit the use of properly authorized prescribed burning to improve the biological function of land or to assist in the restoration of desired vegetation.

(d) In the event that any lands adjacent to any land or water area described in subdivision (a) are improved such that they are subject to Section 51182, the obligation to comply with Section 51182 shall be with the person owning, leasing, controlling, operating, or maintaining the occupied dwelling or occupied structure on the improved lands. All maintenance activities and other fire prevention measures required by Section 51182 shall be required only for the improved lands, not the land and water areas described in subdivision (a).

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)*

#### **51185.**

(a) A violation of Section 51182 is an infraction punishable by a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500).

(b) If a person is convicted of a second violation of Section 51182 within five years, that person shall be punished by a fine of not less than two hundred fifty dollars (\$250) nor more than five hundred dollars (\$500).

(c) If a person is convicted of a third violation of Section 51182 within five years, that person is guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars (\$500).

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)*

#### **51186.**

(a) The local agency having jurisdiction of property upon which conditions regulated by Section 51182 are being violated shall notify the owner of the property to correct the conditions. If the owner fails to correct the conditions, the local agency may cause the corrections to be made, and the expenses incurred shall become a lien on the property that is the subject of the corrections when recorded in the county recorder's office in the county in which the real property is located. The priority of the lien shall be as of the date of recording. The lien shall contain the legal description of the real property, the assessor's parcel number, and the name of the owner of record as shown on the latest equalized assessment roll.

(b) (1) Each local agency having jurisdiction of property upon which conditions that are regulated by Section 51182 apply shall make reasonable efforts to provide notice to affected residents within the jurisdiction of the local agency describing the

requirements added by the amendments to paragraph (1) of subdivision (a) of Section 51182 made in Assembly Bill 3074 of the 2019–20 Regular Session before the imposition of penalties for violating those requirements.

(2) (A) The requirement for an ember-resistant zone pursuant to Section 51182 shall not take effect for new structures until the State Board of Forestry and Fire Protection updates the regulations, pursuant to paragraph (1) of subdivision (a) of Section 51182, and the guidance document, pursuant to paragraph (2) of subdivision (c) of Section 51182.

(B) The requirements for an ember-resistant zone pursuant to Section 51182 shall take effect for existing structures three years after the effective date for the new structures.

*(Amended by Stats. 2024, Ch. 982, Sec. 2. (SB 504) Effective January 1, 2025.)*

### **51187.**

Any violation of Section 51182 may be considered a public nuisance pursuant to Section 38773.

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)*

### **51188.**

In the instance of conflict between this chapter and any provision of state law that allows a regional planning agency to regulate very high fire hazard severity zones, this chapter shall prevail.

*(Added by Stats. 1992, Ch. 1188, Sec. 1. Effective January 1, 1993.)*

### **51189.**

(a) The Legislature finds and declares that site and structure defensibility is essential to reduce the risk of structure ignition as well as for effective fire suppression by firefighters. This need to establish defensibility extends beyond the site fuel management practices required by this chapter, and includes, but is not limited to, measures that increase the likelihood of a structure withstanding ignition, such as building design and construction requirements that use fire resistant building materials, and standards for reducing fire risks on structure projections, including, but not limited to, porches, decks, balconies and eaves, and structure openings, including, but not limited to, attic, foundation, and eave vents, doors, and windows.

(b) No later than January 31, 2020, the State Fire Marshal, in consultation with the director and the Director of Housing and Community Development, shall, pursuant to Section 18930 of the Health and Safety Code, recommend updated building standards that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading from adjacent structures or vegetation and

to protect vegetation from fires spreading from adjacent structures, based on information learned from the 2017 wildfire season.

(c) (1) No later than January 31, 2020, the State Fire Marshal, in consultation with the director and the Director of Housing and Community Development, shall develop a list of low-cost retrofits that provide for comprehensive site and structure fire risk reduction to protect structures from fires spreading from adjacent structures or vegetation and to protect vegetation from fires spreading from adjacent structures. The Department of Forestry and Fire Protection shall incorporate the list in its fire prevention education and outreach efforts.

(2) In addition to the requirements of paragraph (1), the list shall include a guidance document, including regionally appropriate vegetation management suggestions that preserve and restore native plant species that are fire resistant or drought tolerant, or both.

(d) (1) The Office of the State Fire Marshal shall develop a model defensible space program that shall be made available for use by a city, county, or city and county in the enforcement of the defensible space provisions of Section 51182 of this code and subdivision (a) of Section 4291 of the Public Resources Code. In the development of this program, the State Fire Marshal shall consult with representatives from local, state, and federal fire services, local government, building officials, utility companies, the building industry, insurers and insurance research organizations, and the environmental community. Components of the program shall include, but not be limited to, all of the following:

(A) General guidelines for creating and maintaining defensible space around specified structures, including appropriate guidelines and definitions for vegetation management.

(B) Provisions for fuel modification beyond the property line, including on unimproved lots, in order to maintain 100 feet of defensible space from a structure.

(C) Suggested minimum qualifications needed for enforcement personnel.

(D) Enforcement mechanisms for compliance with and maintenance of defensible space requirements, including, but not limited to, the following:

(i) Site inspections.

(ii) Procedures for notifying a property owner of a violation.

(iii) Timelines for corrective action by a property owner and for reinspection.

(iv) Citations requiring abatement of a violation and subsequent removal of a fire hazard within the defensible space boundaries.

(v) Suggested administrative procedures that allow for appeal of the citation by the property owner.

(2) If a defensible space program is adopted, the local agency for enforcement of this program may recover the actual cost of abatement and may cause a notice of abatement lien to be recorded in the county in which the real property is located. The notice shall, at a minimum, identify the record owner or possessor of the property, set forth the last known address of the record owner or possessor, set forth the date upon which abatement was ordered by the local agency and the date the abatement was completed, and include a description of the real property subject to the lien and the amount of the abatement cost.

(3) The model defensible space program required pursuant to this subdivision shall be updated whenever the State Board of Forestry and Fire Protection substantially updates the guidance documents created pursuant to subdivision (c) of Section 51182 of this code and subdivision (e) of Section 4291 of the Public Resources Code.

(4) In order to develop and implement this subdivision and support any required update of the guidance documents identified in subdivision (c) of Section 51182 of this code and subdivision (e) of Section 4291 of the Public Resources Code, the Office of the State Fire Marshal is authorized to expend funds from the Building Standards Administration Special Revolving Fund, upon an appropriation by the Legislature, pursuant to Section 18931.7 of the Health and Safety Code.

*(Amended by Stats. 2021, Ch. 382, Sec. 5. (SB 63) Effective January 1, 2022.)*

## Public Comment Del Mar FHSZ Map

#	Date	Comment
1	3/29/2025	<p>I am very concerned about the risk of being dropped by our home owner's insurance given the zoning of our neighborhood in 'very high severity'. We are removing the trees in zone 0 within 5 feet of our home that are highly flammable (Hollywood Junipers) but have no control over the Torrey Pines all around us, that also hang over the power lines. These Torrey Pines, while stunningly beautiful, are unnaturally large because they tap into irrigation systems. And yet, they are protected so there is not much to be done for that which poses the real risk looming over our roof. We spent \$6000 (divided with our neighbor) to cut down some of the most risky branches last year after a spontaneous branch fall onto the power lines taking out power in our neighborhood for over 1 day. Protected trees + power lines + high fire risk is not a comforting combo and yet we have limited options to truly protect our homes given the protected status of the Torrey Pines. I love these trees, I love all trees but I don't love the possibility of losing our insurance, our roof or our home because of them. Torrey Pines were never meant to grow this large. The spontaneous branch fall that took out the power line last year could have killed someone. The power lines protected our neighbors' roof when they caught the branch and snapped. It could have been so much worst. It will be if there is a fire. I hope more will be done to address the risk these trees pose to safety and fire hazard, and more will be done by the city to mitigate this risk. Thank you.</p>
2	3/30/2025	<p>I've had a fire inspector come to our property and we have done everything possible to make our property fire safe. I am in the process of buying a pump I can use for my pool as well as another product that can be used to prevent fires. My concern is some neighbors homes in the vicinity have not done the same things. As a community, we need to come together to ensure ALL of our properties have been deemed safe to safe guard the community at large. Some tree species are more of a hazard as are types of roofs and building materials. In this climate we have to take responsibility for our properties to protect ourselves as well as our neighbors.</p>



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Marco Camacho, Finance Manager/Treasurer  
Martin Boyd, Principal Engineer  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Consideration of an IBank Borrower's Resolution Related to  
Undergrounding Program Financing

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Receive a presentation from City staff regarding updated Measure Q cashflow information; 2) Identify the maximum loan amount to be considered by IBank; and 3) Approve the Borrower's Resolution required by IBank for Undergrounding Financing (Attachment A).

## BACKGROUND:

On February 3, 2025, the Council directed staff to pursue debt financing through the California Infrastructure and Economic Development Bank (IBank) and report back with additional information about the loan process. The Council also requested that staff work with the City's consultant, NHA Advisors, on an updated cashflow analysis to better understand the impact of not including funds for Stratford Court North (1B) in the financing.

Staff reported back to the Council with the requested IBank information and results of the updated cashflow analysis on March 3, 2025. The key steps in the IBank loan process were described, and recently obtained short-term borrowing interest rates provided by the IBank team were presented. Four updated cashflow scenarios were also presented for \$17 and \$14 million in borrowings over both 15- and 10-year terms. These scenarios were derived in part by ensuring the annual Measure Q fund balance remained equal to or greater than the anticipated debt service payment. Project completion schedules for Utility Undergrounding Districts X1A, 1B and 2 were also described under each scenario for comparative purposes and to inform the Council's deliberations. Complete details of the staff presentation can be found in the [Item 8 – Undergrounding Financing Agenda Report](#) from the March 3, 2025 City Council meeting.

On March 3, 2025, the Council passed a motion to direct staff to submit a pre-application to IBank for a \$17 million loan over a 10-year borrowing term and directed staff to bring back the IBank required Borrower's Resolution for Council consideration. Additionally, staff was directed to evaluate a \$15 million loan over a 15-year borrowing term consistent with the Council's overall goal of keeping completion of Stratford Court North (1B) on schedule for construction completion in 2027, and borrowing the least amount possible.

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City Council Action:

DISCUSSION/ANALYSIS:

Based on Council direction on March 3, 2025, City staff submitted the loan pre-application to the IBank. City staff also refreshed the cashflow analysis and prepared the Borrower's Resolution for Council consideration, as further discussed below.

Undergrounding Program Updates – Project Costs

The Council received an Undergrounding Program Update on April 21, 2025. Included in that presentation was positive information about SDG&E's reduced project cost estimates. The following information has been accounted for in the updated cashflow scenarios.

The SDG&E costs for Stratford Court South (1A) have decreased by \$2 million based on actual bid results. This represents a 55% reduction from the original pre-bid cost estimate provided in March 2024. The project scope was also revised to eliminate costs that were no longer applicable, and the project contingency was reduced from 30% to 15%.

The previous cost estimate of \$5.5 million for Crest Canyon (X1A) was based on the pre-bid estimate for Stratford Court South (1A). This estimate was lowered to \$4.9 million based on SDG&E's estimate. Additionally, staff reported that SDG&E anticipated this cost estimate to decrease further with a revised estimate in the following weeks. On May 5, 2025, SDG&E submitted a revised preliminary cost estimate of \$3.7 million for Crest Canyon (X1A) included as Attachment B.

The preliminary SDG&E cost estimate for Stratford Court North (1B) has been updated by the City using the latest Stratford Court South (1A) cost estimate as the basis. The new estimate is \$0.9 million less than the previous estimate. To date, SDG&E has not provided a cost estimate. This project cost will continue to be refined as additional information, including quantities, are known.

The revised SDG&E estimates bring the total estimated cost reductions to \$4.7 million. However, these estimates will be revisited based on the results of the Crest Canyon (X1A) bidding process and once a SDG&E preliminary cost estimate is provided for Stratford Court North (1B).

Undergrounding Program Updates – Project Schedules

At the April 21 meeting, Council also requested more detail on the current project schedules for Stratford Court South (1A), Crest Canyon (X1A), and Stratford Court North (1B). The latest project schedule for all active undergrounding projects is included as Attachment C. Please note that the City's construction schedule begins at the notice to proceed issued to the selected contractor, typically occurring a few weeks after City Council awards the construction contract.

**Stratford Court South (1A)**

The City's construction activities for Stratford Court South (1A) were substantially completed in April 2025. Teichert Utilities remain in the district to address minor items and assist utility companies as needed. Final paving will occur following completion of utility service cutovers.

Note, additional full-width pavement improvements are scheduled as part of the Stratford Court South Pavement Improvements project in FY 2026–2027. Property owners are mostly complete with the installation of service lateral conduits with anticipated overall completion by May 2025. Telecommunications companies are actively working in all work zones. The City Council approved the SDG&E Cost Agreement on April 21, 2025. SDG&E is anticipated to begin construction in May, with service cutovers planned by August 2025, followed by pole removals by Fall 2025.

***Crest Canyon (X1A)***

The design for Crest Canyon (X1A) is complete and SDG&E has received all necessary easements. SDG&E's quality control and bidding process will take approximately five months from April 2025, after which the City will receive the cost agreement with a preliminary invoice. Based on this timeline, staff anticipates receiving both the City construction bids and the SDG&E cost agreement by August 2025, with City Council award of the construction contract expected by September 2025. The City's construction duration is estimated at 12 months, with the full project timeline to pole removals estimated at 18 months.

***Stratford Court North (1B)***

The 60% design for Stratford Court North (1B) has been submitted by SDG&E. Staff and the consultant team are now working on formal design review; environmental review; extensive homeowner outreach; distribution of preliminary lateral and easement exhibits for homeowners to reference along with permit-to-enter forms for signature; and preparation of the City civil and telecommunications design. Completion of upcoming preconstruction and bidding activities following the formal design review will cumulatively take approximately 13-18 months. Construction is currently anticipated in 2027, contingent upon the City receiving the necessary easements and permit-to-enter forms from property owners. The City's construction duration is estimated at 6 months, with the full project timeline to pole removals estimated at 11 months.

**Updated Cashflow Analysis**

The cashflow scenarios, included as Attachment D, have been updated based on current information with a continued focus on financing Crest Canyon (X1A) and Stratford Court North (1B), while keeping an eye on any impacts to the completion of the Beach Colony (2) District. The updated cashflows account for the latest project cost estimates described above, and the latest borrowing rates provided by IBank as of May 6, 2025. Additionally, consistent with the proposed FY25-26 and FY26-27 Operating and Capital Budget, the cashflow analysis also accounts for funding completion of the Shores Park Master Plan with Measure Q funds. As directed by the City Council, the only source of funding included in the cashflows is Measure Q funds.

For reference, Table A below includes the summary results of the analysis presented to the Council on March 3, 2025. It summarizes the total estimated project and borrowing costs, along with timing for City construction completion, based on loans for \$14 million and \$17 million at terms of 10 and 15 years. The options in Table A that reflect a total borrowing of

\$17 million included financing for Stratford Court North (1B), and the options that reflect a total borrowing of \$14 million did not.

**Table A – Prior Costs/Timing for Crest Canyon (X1A) & Stratford Court North (1B) as of March 3, 2025**

Scenario	Loan Amount/Term	Interest Rate	Base Cost*	Inflation	Financing Costs	Total Costs	UUD X1A Completion	UUD 1B Completion	UUD 2 Completion
1	\$17M/15Yr	3.36%	\$23.3M	\$0.54M	\$4.92M	\$28.76M	2027	2027	2036
2	\$14M/15Yr	3.36%	\$23.3M	\$0.73M	\$4.05M	\$28.08M	2027	2028	2036
3	\$17M/10Yr	2.99%	\$23.3M	\$0.73M	\$2.92M	\$26.95M	2027	2028	2037
4	\$14M/10Yr	2.99%	\$23.3M	\$0.93M	\$2.40M	\$26.63M	2027	2029	2037

\*Base Cost total includes costs of X1A and 1B.

Updated cashflow scenarios are reflected in Table B below, which reflect the cost savings described above and \$200,000 in funding for completion of the Shores Park Master Plan. The 10-year scenarios previously presented remain for direct comparison. In addition, a \$15 million borrowing over a 15-year term is also included as directed by the Council on March 3, with the goal of keeping Stratford Court North (1B) on schedule to complete construction in 2027.

The updated financing scenarios provided below maintain a 2027 completion schedule for Crest Canyon (X1A) and Stratford Court North (1B), and allow for the Beach Colony (2) District to be completed 2-3 years sooner than previously anticipated.

**Table B – Updated Costs/Timing for Crest Canyon (X1A) & Stratford Court North (1B) as of May 19, 2025**

Scenario	Loan Amount/Term	Interest Rate	Base Cost*	Inflation	Financing Costs	Total Costs	UUD X1A Completion	UUD 1B Completion	UUD 2 Completion
1	\$17M/10Yr	3.33%	\$20.55M	\$0.5M	\$3.21M	\$24.26M	2027	2027	2034
2	\$15M/15Yr	3.73%	\$20.55M	\$0.5M	\$4.80M	\$25.85M	2027	2027	2034
3	\$14M/10Yr	3.33%	\$20.55M	\$0.5M	\$2.65M	\$23.70M	2027	2027	2034
4	\$12M/10Yr	3.33%	\$20.55M	\$0.5M	\$2.27M	\$23.32M	2027	2027	2034
5	\$10M/10Yr	3.33%	\$20.55M	\$0.5M	\$1.89M	\$22.94M	2027	2027	2034

\*Base Cost total includes costs of X1A and 1B.

The Council provided clear direction on March 3, that the preference is to borrow the least amount for the shortest period of time. With this direction in mind, it is reasonable to conclude that Scenario 5 in Table B best aligns with the Council's stated borrowing preferences.

Recently, financial markets have displayed their volatility in many ways, including interest rates for borrowing. As part of the updated analysis, each scenario in Table B was tested by adjusting the displayed borrowing rate by a swing of 50 basis points in both directions (+/-

0.50%). Two applied measurements in these tests were ensuring that every year of the cashflow ended with a positive fund balance, and that the ending balance was equal to or greater than the estimated debt service payment. Each scenario passed all tests.

These tests have also increased confidence in recognizing the loan amount should be less than originally estimated. The economic and federal policy uncertainty will continue to affect borrowing rates. As a reminder, the IBank loan rate will be locked in at the time that the IBank Board of Directors (Board) approves the City's loan application. This step in the process is anticipated to occur in mid-summer 2025.

#### IBank Pre-application Update

In accordance with prior Council direction, the loan pre-application packet was submitted to the IBank Credit Risk Committee for review on April 25, 2025. This review is anticipated to take between 6-8 weeks. Following the committee's review, the City will receive an invitation to formally apply. Once the application is submitted the City's request will move on to review by the IBank Board. This step may take several weeks, and the actual timing is partially based on the next scheduled monthly meeting of the Board.

The City's formal application for Board consideration must identify the loan amount through a Council-approved Borrower's Resolution. This resolution authorizes the submission of an application to IBank, authorizes the incurring of an obligation payable to IBank if the loan is approved, and serves as a declaration of official intent to reimburse certain expenditures from the proceeds of the loan obligation. The amount in the approved Borrower's Resolution must be equal to or greater than the loan amount specified in the formal application submitted for IBank Board approval to avoid repeating several steps in the IBank loan process. During their review and approval process, the Board will set the interest rate based in part on the amount and duration of the borrowing. The Board's approval at the meeting is final and initiates the loan closing process which can take 9-14 weeks, with access to the funds coming after the closing.

To ensure that the City can borrow more than the \$10M identified as needed in the cashflows, should the bids for Crest Canyon (X1A) come in higher than currently anticipated, staff recommends including a loan amount of \$11M in the Borrower's Resolution. Doing so will prevent the City from being required to repeat all the steps in the borrowing process to allow for an increased loan amount should that be necessary. The City will have the opportunity to reduce the loan amount to \$10M, or whatever amount is deemed necessary below \$11M, based on the bids for Crest Canyon (X1A) during the loan closing process.

#### Next Steps

Following City Council approval, staff will submit the Borrower's Resolution to IBank. Project cost information will continue to be monitored and evaluated in anticipation of submitting the formal application for IBank Board approval.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to the recommended action. The fiscal impacts related to the recommended action for this agenda item are described in detail above.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority for FY 2024-2025.

ATTACHMENTS:

- Attachment A – Borrower's Resolution
- Attachment B – SDG&E Crest Canyon (X1A) Pre-Bid Cost Estimate
- Attachment C – Project Schedules
- Attachment D – Revised Cashflows

## RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (“IBANK”) FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Infrastructure and Economic Development Bank (“IBank”) administers a financing program to assist local governments with the financing of eligible projects in accordance with Section 63000 *et seq.* of the California Government Code (the “Act”); and

WHEREAS, IBank created the Infrastructure State Revolving Fund Program (“ISRF Program”) pursuant to the provision of the Act; and

WHEREAS, IBank has instituted an application process for financing under its ISRF Program; and

WHEREAS, IBank’s Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the ISRF Program, dated June 28, 2023, and as may thereafter be amended from time to time (the “Criteria”), establishes requirements for the financing of projects under the ISRF Program; and

WHEREAS, the City of Del Mar (“Applicant”) desires to submit an application (“Financing Application”) to IBank under the ISRF Program for financing and refinancing the costs of the Utility Undergrounding District (UUD) X1A (Crest Canyon) and UUD 1B (Stratford Court North) projects including removal of poles, overhead wire and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service (“Project”) in an amount not to exceed \$11,000,000; and

WHEREAS, the Act and the Criteria require the Applicant to make, by resolution of its governing body, certain findings prior to a project being selected for financing by IBank; and

WHEREAS, the Applicant expects to incur or pay certain expenditures in connection with the Project from its General Fund that are reimbursable with the proceeds of tax exempt bonds or other tax exempt securities under Federal Tax Law (defined

below) prior to incurring indebtedness for the purpose of financing costs associated with the Project on a long-term basis (the "Reimbursement Expenditures"); and

WHEREAS, the Applicant reasonably expects that a financing arrangement ("Obligation") in an amount not expected to exceed \$11,000,000 will be entered into under and memorialized by one or more financing agreements and related documents (collectively, the "Financing Agreement") and that certain proceeds of such Obligation will be used to reimburse the Applicant for Reimbursement Expenditures incurred or paid prior to incurring the Obligation; and

WHEREAS, the Applicant acknowledges that IBank funds the ISRF Program, in part, with the proceeds of tax exempt bonds and, as such, has certain compliance obligations that may require it to have the Applicant enter into one or more new financing agreements to replace the Financing Agreement (collectively, the "Replacement Agreement") on terms and conditions substantially identical to the original Financing Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Del Mar (the "City Council") as follows:

Section 1. The City Council hereby approves confirms, ratifies, and affirms all actions of the Applicant's representatives, employees and officers heretofore taken in connection with, or with respect to, submitting the Financing Application, and the consideration and approval of the Obligation and the Financing Agreement, if IBank approves the Financing Application and the Obligation, and in connection therewith the City Council finds and certifies:

- a. The Project facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;
- b. The Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
- c. That the Project is consistent with the General Plan of the City of Del Mar, and the General Plan of the County of San Diego;
- d. The proposed financing is appropriate for the Project;
- e. The Project is consistent with the Criteria; and
- f. It has considered (i) the impact of the Project on California's land resources and the need to preserve such resources; (ii) whether the Project is economically or socially desirable; and (iii) whether the project is consistent with, and in furtherance of the State Environmental Goals and Policy Report (as defined in the Criteria).

Section 2. The Applicant hereby declares its official intent to use proceeds of the Obligation to reimburse itself for the Reimbursement Expenditures with the proceeds of tax exempt bonds or other tax exempt securities issued under the provisions of the Internal Revenue Code of 1986, as amended, and those Treasury Regulations

implementing such provisions (collectively, "Federal Tax Law"). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law and its date is controlling for purposes of reimbursement under Federal Tax Law. This declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Resolution. The Applicant will allocate proceeds of the Obligation to pay Reimbursement Expenditures within eighteen (18) months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than three (3) years after the original expenditure was paid.

Section 4. The City Manager and his or her designee is hereby authorized and directed to act on behalf of the Applicant in all matters pertaining to the Financing Application, and if IBank approves the Financing Application and the Obligation, the execution of related financial documents, including but not limited to, the authority to make payments from General Fund revenues and other legally available sources of funds for the repayment of the Obligation and to provide covenants relating to the Obligation and as to any security or collateral securing the Obligation.

Section 5. If the Financing Application and the Obligation is approved by IBank, the City Manager and his or her designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to the Financing Agreement and the Replacement Agreement, with IBank for the purposes of financing the Obligation.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 2nd day of June, 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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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. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2nd day of June, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



May 5, 2025

Martin Boyd  
City of Del Mar  
1050 Camino Del Mar  
Del Mar, CA 92014

**RE: City of Del Mar | Rule 20B | District X1A – Crest Canyon | Revised Preliminary Cost Estimate**

Thank you for your continued partnership with San Diego Gas & Electric (SDG&E) to underground our overhead electric power lines to help improve community aesthetics and meet our commitment to provide clean, safe and reliable energy to our customers. This responds to your request for a revised preliminary cost estimate for the City of Del Mar's Crest Canyon (District X1A) Rule 20 project, following the final pre-construction estimate for the Stratford Ct. South (District 1A) coming in lower than initially projected.

Crest Canyon (District X1A) is a Rule 20B project and will utilize an Actual Cost Billing Contract, whereby in advance of construction SDG&E will collect from the City an amount equal to the estimated cost of the conversion work computed in accordance with its Filed Rule on "Replacement of Overhead with Underground Facilities", including engineering fees. The conversion work will be tracked and billed on an actual cost basis, meaning that all costs will be reconciled at completion of the work and SDG&E will bill or refund to the City any differences larger than \$100.00.

Please note, SDG&E is providing the following cost estimates for reference purposes only and makes no representations, warranties or promises regarding the accuracy, timeliness, quality or completeness of the estimates. Estimates are based on known, current information and existing circumstances. SDG&E will not be liable for any damages, causes of action or losses arising or claimed to arise out of the use of these estimates.

**District X1A | Crest Canyon | Preliminary Cost Estimate**

Description.	Preliminary Estimate	Contingency (30%)	Total
Cable & Connections	\$ 2,529,509	\$ 758,853	\$ 3,288,362
Cable Pole installation	\$ 278,778	\$ 83,633	\$ 362,411
Service Cutovers	\$ 336,285	\$ 100,885	\$ 437,170
Overhead Removals (Non-Billable)	\$ 1,112,655	\$ 333,796	\$ 1,446,451
<b>Subtotal Electric Scope</b>	<b>\$ 4,257,226</b>	<b>\$ 1,277,168</b>	<b>\$ 5,534,394</b>
Less Overhead Equivalent (Credit)	\$ 319,888	\$ 95,966	\$ 415,854
Less Overhead Removals (Credit)	\$ 1,112,655	\$ 333,796	\$ 1,446,451
<b>BILLABLE TOTAL</b>	<b>\$ 2,824,684</b>	<b>\$ 847,405</b>	<b>\$ 3,672,089</b>

Please contact Ilario Romano or me with any questions or concerns.

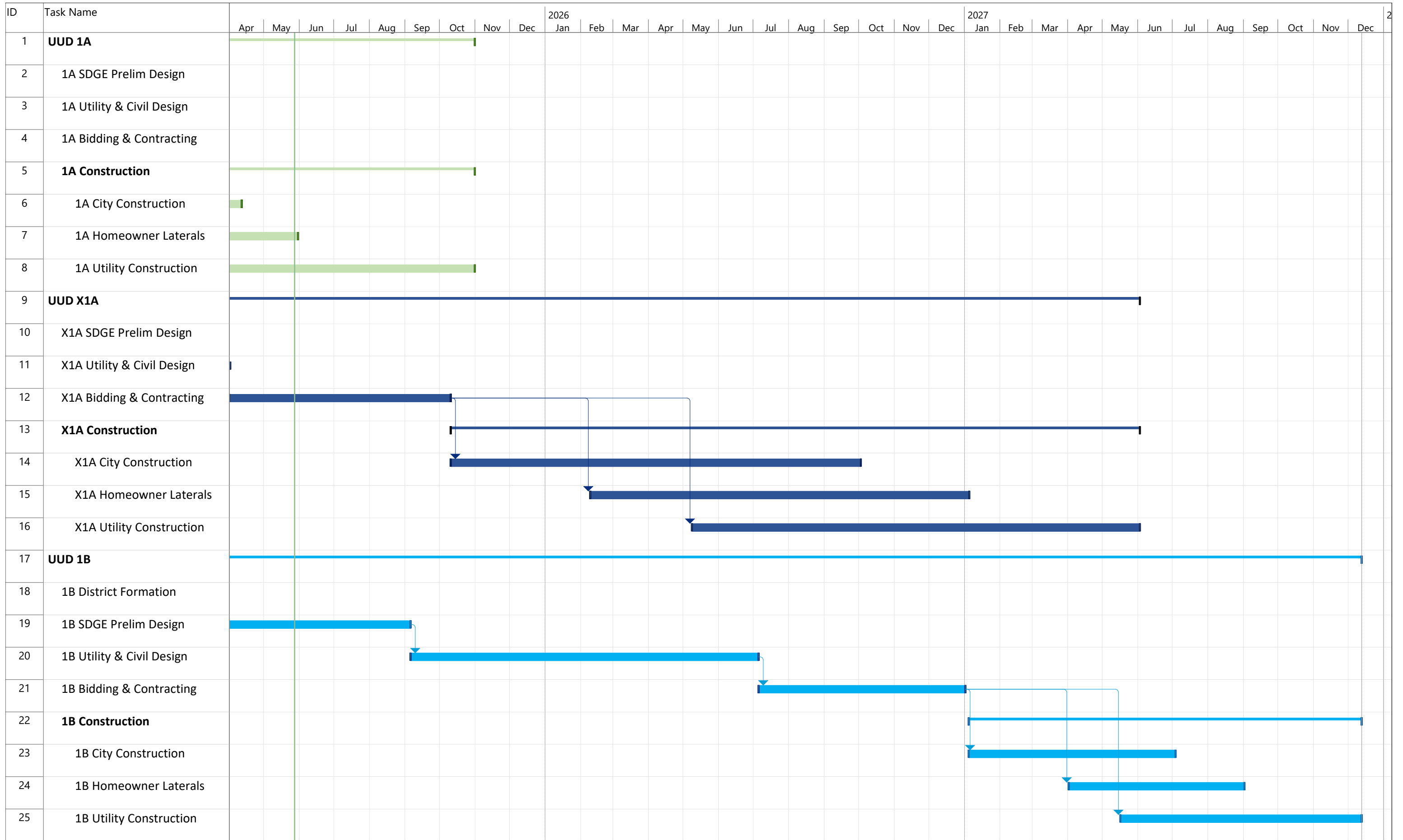
Sincerely,

Kelli Fitzgerald  
 Franchise Planning & Project Management  
 Manager  
 M 858.239.5764



cc:

Joe Gabaldon – SDG&E | Regional Public Affairs | Senior Public Affairs Manger  
 Kate Loreda, PMP – SDG&E | Design & Proj Mgmt | Franchise Project Manager  
 Ilario Romano, PMP – SDG&E | Design & Proj Mgmt | Franchise Project Manager



**City of Del Mar**  
**Undergrounding Project Financing Analysis**  
**\$10 Million, 10-Year Amortization**

FYE	Beginning Measure Q Reserves	Measure Q Revenues	Paving	Shores	Undergrounding Project Expenditures								Total Undergrounding Project Expenditures	Financing Proceeds	Debt Service Payments	Reserve Interest Earnings	Ending Measure Q Reserves	
					Other	UUD 1A	UUD X1A	UUD 1B	UUD-25th	UUD2	UUD 3	UUD 4						UUD 5
2024	7,769,899	3,780,939	75,000		193,231	236,018	470,474	142,174		51,920	5,516	-	-	1,099,333			-	10,376,505
2025	10,376,505	3,400,000	-		326,263	7,283,882	120,883	264,000		-	1,054	-	-	7,996,082			161,569	5,941,992
2026	5,941,992	3,485,000	136,500	200,000	435,000	-	11,845,023	227,784	100,000	-	-	-	-	12,607,807	10,000,000	138,750	122,859	6,466,794
2027	6,466,794	3,572,125	47,500		210,000	-	2,717,075	4,632,540		-	-	-	-	7,559,615		1,201,968	76,966	1,306,802
2028	1,306,802	3,661,428	75,000							-				-		1,174,190	50,258	3,769,298
2029	3,769,298	3,752,964	75,000							-				-		1,173,699	100,429	6,373,991
2030	6,373,991	3,846,788	75,000							-				-		1,173,192	153,466	9,126,053
2031	9,126,053	3,942,958	75,000							419,428				419,428		1,172,668	205,280	11,607,194
2032	11,607,194	4,041,532	75,000							434,108				434,108		1,172,127	255,747	14,223,238
2033	14,223,238	4,142,570	75,000							898,603				898,603		1,171,567	304,439	16,525,076
2034	16,525,076	4,246,134	75,000							18,147,675				18,147,675		1,170,989	179,026	1,556,572
2035	1,556,572	4,352,287	75,000							-				-		1,170,391	62,200	4,725,669
2036	4,725,669	4,461,095	75,000							-				-		1,169,774	126,677	8,068,666
2037	8,068,666	4,572,622	75,000											-			206,350	12,772,638
2038	12,772,638	4,686,938	75,000											-			301,572	17,686,148
2039	17,686,148	4,804,111	75,000											-			401,014	22,816,273
2040	22,816,273	4,924,214	75,000											-			504,818	28,170,304

Notes/Assumptions:

Revenues of \$3,780,939 in FYE 2024 and \$3,400,000 in FYE 2025; 2.50% growth thereafter.

Project costs adjusted based on timing of expenditures.

Assumes project base cost in 2024\$ with inflation of 3.50% annually.

Assumes \$10 million borrowing.

Debt Service Assumptions:

Assumes Ibank loan closes September 1, with principal payments occurring annually in August and interest payments occurring each August 1 and February 1. Analysis assumes first interest payment February 1, 2026 (FY 2026) and first principal payment August

For 10-year maturity, assumes final payment August 1, 2035 (FY 2036).

10-year DS repayment at 3.33% (rate provided by I-Bank on May 6, 2025), inclusive of 0.15% annual servicing fee.

Reserve earnings assumed at 2% based on average of beginning balance and ending balance net of earnings.

City of Del Mar  
 Undergrounding Project Financing Analysis  
 Comparison of Current \$10 Million, 10-Year Amortization Cashflow Model to Prior \$17 million, 10-Year Amortization Cashflow Model

FYE	Beginning Measure Q Reserves		Measure Q Revs, Paving & Shores Costs			Total Undergrounding Project Expenditures			Financing Proceeds			Debt Service Payments			Reserve Interest Earnings			Ending Measure Q Reserves		
	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Measure Q Revenues	Paving	Shores	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Difference	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Difference	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Difference	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Difference	Current Model with \$10 million, 10-Year	Prior Model with \$17 million, 10-Year	Difference
	A		B	C	D	E			F			G			H			I = A+B-C-D-E+F-G+H		
2024	7,769,899	7,769,899	3,780,939	75,000		1,099,333	1,099,333	-										10,376,505	10,376,505	-
2025	10,376,505	10,376,505	3,400,000	-		7,996,082	9,752,403	(1,756,321)							161,569	143,096	18,473	5,941,992	4,076,198	1,865,794
2026	5,941,992	4,076,198	3,485,000	136,500	200,000	12,607,807	14,324,549	(1,716,742)	10,000,000	17,000,000	(7,000,000)	138,750	1,991,902	(1,853,152)	122,859	122,459	400	6,466,794	8,292,206	(1,825,412)
2027	6,466,794	8,292,206	3,572,125	47,500		7,559,615	8,272,107	(712,491)				1,201,968	1,991,902	(789,933)	76,966	98,175	(21,209)	1,306,802	1,623,498	(316,696)
2028	1,306,802	1,623,498	3,661,428	75,000		-	-	-				1,174,190	1,991,902	(817,711)	50,258	48,415	1,843	3,769,298	3,266,440	502,858
2029	3,769,298	3,266,440	3,752,964	75,000		-	-	-				1,173,699	1,991,902	(818,202)	100,429	82,189	18,239	6,373,991	5,034,692	1,339,300
2030	6,373,991	5,034,692	3,846,788	75,000		-	-	-				1,173,192	1,991,902	(818,709)	153,466	118,493	34,973	9,126,053	6,933,071	2,192,982
2031	9,126,053	6,933,071	3,942,958	75,000		419,428	-	419,428				1,172,668	1,991,902	(819,234)	205,280	157,422	47,858	11,607,194	8,966,548	2,640,645
2032	11,607,194	8,966,548	4,041,532	75,000		434,108	-	434,108				1,172,127	1,991,902	(819,775)	255,747	199,077	56,670	14,223,238	11,140,256	3,082,982
2033	14,223,238	11,140,256	4,142,570	75,000		898,603	-	898,603				1,171,567	1,991,902	(820,335)	304,439	243,562	60,877	16,525,076	13,459,486	3,065,590
2034	16,525,076	13,459,486	4,246,134	75,000		18,147,675	488,694	17,658,982				1,170,989	1,991,902	(820,913)	179,026	286,095	(107,069)	1,556,572	15,436,119	(13,879,547)
2035	1,556,572	15,436,119	4,352,287	75,000		-	505,798	(505,798)				1,170,391	1,991,902	(821,510)	62,200	326,518	(264,318)	4,725,669	17,542,226	(12,816,557)
2036	4,725,669	17,542,226	4,461,095	75,000		-	1,047,002	(1,047,002)				1,169,774		1,169,774	126,677	384,235	(257,559)	8,068,666	21,265,554	(13,196,888)
2037	8,068,666	21,265,554	4,572,622	75,000		-	23,363,410	(23,363,410)							206,350	236,653	(30,304)	12,772,638	2,636,419	10,136,219
2038	12,772,638	2,636,419	4,686,938	75,000		-	-	-							301,572	98,848	202,724	17,686,148	7,347,204	10,338,943
2039	17,686,148	7,347,204	4,804,111	75,000		-	-	-							401,014	194,235	206,779	22,816,273	12,270,551	10,545,722
2040	22,816,273	12,270,551	4,924,214	75,000		-	-	-							504,818	293,903	210,914	28,170,304	17,413,667	10,756,637
					<b>Total</b>	<b>49,162,652</b>	<b>58,853,295</b>	<b>(9,690,643)</b>	<b>10,000,000</b>	<b>17,000,000</b>	<b>(7,000,000)</b>	<b>11,889,316</b>	<b>19,919,017</b>	<b>(8,029,701)</b>	<b>3,212,669</b>	<b>3,033,377</b>	<b>179,292</b>			

Note: Paving and Shores costs differ slightly in 2025 and 2026 from between current and prior models. Due to the small differences, the comparison is not shown in the above analysis.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Ashlea Houston, Management Analyst  
Clem Brown, Assistant City Manager  
Via Ashley Jones, City Manager

DATE: June 2, 2025

SUBJECT: Discussion of Regulations for Bicycles, Including Electric Bicycles, in the City of Del Mar

## REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction to staff on proposed regulations for bicycles, including e-bikes, on trails and sidewalks in the City of Del Mar.

## BACKGROUND:

In Del Mar, like other neighboring jurisdictions, the rapid increase in e-bike riders has highlighted the need to adopt local regulations to promote the safety of both pedestrians and bicycle riders, including e-bike riders. Bicycles, including e-bikes, are regulated by State code; however, cities are permitted to adopt local regulations by ordinance for their specific needs. Currently, aside from the Pilot Bike Share Program governed under DMMC Chapter 14.60, the Del Mar Municipal Code (DMMC) lacks a specific chapter dedicated to bicycle/e-bike regulations.

The cities of Encinitas and Solana Beach adopted updates to their municipal codes in 2023 to provide the San Diego County Sheriff's Department (Sheriff's Department) with education tools for e-bike riders and alternative enforcement options. The Sheriff's Department encourages consistent enforcement across the three cities served by the North Coastal Sheriff's Station, which includes Del Mar, Encinitas, and Solana Beach. Given this, the Fiscal Year (FY) 2024-2025 City Council Work Plan includes a Tier 2 priority work item to update the DMMC to add bicycle/e-bike regulations similar to those in Encinitas and Solana Beach.

On April 7, 2025, the City Council conducted a public hearing to introduce an ordinance to add Chapter 14.54 to the DMMC to regulate bicycle and e-bike activity in the City of Del Mar. The proposed new Chapter 14.54 would provide a Citywide definition of bicycles, to include e-bikes, consistent with the definition under the California Vehicle Code (CVC); specify regulations applicable to riders and their passengers; and give the Sheriff's Department authority to divert first-time bicycle/e-bike offenders to a bicycle safety training program rather than issuing a citation. The Sheriff's Department collaborated with City staff on the proposed regulations.

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City Council Action:

During the public hearing, the City Council was presented with two minor revision options to Subsection (C) of Section 14.54.040 of the proposed ordinance, which prohibited bicycle riding on “any street with a designated bicycle path or way.” The two options clarified when a bicycle must ride in the bike lane, and when exceptions apply under the CVC. These options were outlined in a Red Dot submitted by City staff prior to the public hearing. The agenda report and Red Dots for Item 10 of the April 7, 2025, agenda may be accessed in the following link: [https://www.delmar.ca.us/DocumentCenter/View/9910/04072025-Item-10-Agenda-Report\\_Red-Dots](https://www.delmar.ca.us/DocumentCenter/View/9910/04072025-Item-10-Agenda-Report_Red-Dots)

The City Council also discussed expanding the restrictions in the proposed ordinance to prohibit bicycles on all sidewalks, rather than only sidewalks in business districts and on roadways where a bike lane is present, as originally proposed. The Council ultimately voted to approve the introduction of the ordinance with the amendment described in option two of the staff Red Dot, and directed staff to return with more information about how to regulate bikes on sidewalks.

#### DISCUSSION/ANALYSIS:

The purpose of this agenda item is to facilitate Council discussion and receive direction for regulating bicycles and e-bikes on trails and sidewalks in Del Mar to include in a revised ordinance.

After the April 7 public hearing, staff conducted research and received additional public input related to the ordinance. Any substantive changes to the proposed ordinance, such as amending provisions related to sidewalk restrictions, generally requires the ordinance to be re-introduced before adoption. Given this, staff is asking for Council direction on regulating bicycles, including e-bikes, on trails and sidewalks to inform a revised ordinance that will be re-introduced during a public hearing at a future Council Meeting.

#### **Coast to Crest Trail Restrictions**

Staff received an email from a resident related to bicycle and e-bike restrictions on the Coast to Crest Trail. Upon conducting further research and consideration, staff proposes that the Council discuss amending the DMMC as outlined below.

The Coast to Crest Trail is part of the San Dieguito River Park (SDRP) system, extending across multiple jurisdictions including the City of Del Mar. The Coast to Crest Trail is managed by the SDRP Joint Powers Authority (SDRP JPA); however, trail restrictions are informed by the regulations of each local jurisdiction. The DMMC currently prohibits bicycles on any trail or walkway within the San Dieguito Lagoon and River Valley, unless designated and signed as permitting bicycle access (see DMMC Section 8.12.030, Subsection D).

Based on communications with the SDRP JPA, staff recommends amending Chapter 8.12 of the DMMC to expressly permit bicycles, including class 1 and class 2 e-bikes, on the Coast to Crest Trail. The update would align Del Mar with the regulations of other jurisdictions along the Coast to Crest Trail, including the current enforcement practices of the neighboring City of San Diego; promote consistent enforcement; and provide clarity for bicycle and e-bikes riders using the trail to travel between multiple jurisdictions.

Bicycle and e-bike riding would remain prohibited on the boardwalk and Riverpath Del Mar.

**Sidewalk Restrictions**

Regarding sidewalk restrictions, Section 21026 of the CVC gives the City authority to regulate the operation of bicycles on pedestrian facilities, including sidewalks. Therefore, the City can expressly prohibit riding bicycles on any or all sidewalks in the City, if desired.

Given this, staff conducted research on sidewalk restrictions for bicycles in the seventeen cities and unincorporated area of San Diego County to provide insight for Council discussion. A summary of the findings is presented in the table below:

<b><u>Sidewalk Restrictions</u></b>	<b><u>Cities</u></b>	<b><u>Notes</u></b>
<b>1. Citywide</b>	Carlsbad, Coronado*, Escondido, Vista**	*Coronado: E-bikes only. **Vista: Exceptions in signed, approved areas.
<b>2. Business Districts &amp; Additional Areas</b>	Chula Vista, Encinitas, National City, Oceanside, San Diego, San Marcos, Solana Beach	Additional areas may include residential districts, streets with bike lanes, signed areas, etc.
<b>3. Business Districts Only</b>	Imperial Beach, Lemon Grove, Poway, Unincorporated San Diego County	
<b>4. Other Restrictions</b>	El Cajon, Santee	El Cajon: Civic Center area ban. Santee: Riding allowed unless blocking sidewalk and/or pedestrian access.
<b>5. No Restrictions</b>	La Mesa	

As noted in the table, the cities of Carlsbad, Coronado, Escondido, and Vista have adopted variations of citywide sidewalk restrictions. Carlsbad and Escondido prohibit bicycles, including e-bikes, on all sidewalks. Vista prohibits bicycles and e-bikes on all sidewalks, except in areas with designated City signage (Vista Municipal Code Section 10.68.030). Coronado prohibits e-bikes on all sidewalks, while bicycles are restricted in business districts and other areas designated by the City (Coronado Municipal Code Sections 56.08.054 and 56.18.050).

The ordinance presented by staff on April 7 proposed bicycle and e-bike sidewalk restrictions similar to those of Solana Beach and Encinitas. Currently, Encinitas prohibits bicycle and e-bike riding on sidewalks in business districts and areas with designated City signage (Encinitas Municipal Code Section 14.56.020). Solana Beach prohibits bicycle and e-bike riding on sidewalks in business districts and areas where a bicycle lane is present (Solana Beach Municipal Code Section 10.44.010).

Staff contacted the cities of Encinitas and Solana Beach to understand their reasoning for prohibiting sidewalk riding in specific areas, rather than citywide. The two cities cited considerations such as accommodating young riders who may not be confident riding in

the road, promoting social equity, and addressing community interests as primary reasons for their current level of restrictions. In Encinitas specifically, staff shared that many young riders aged ten and under use sidewalks to safely travel to school, which is why they allow this use. In addition, both Encinitas and Solana Beach are served by the North Coastal Sheriff's Station, which encourages consistent enforcement among cities in its jurisdiction.

Staff also contacted the Sheriff's Department for input on citywide sidewalk restrictions. While the Sheriff's Department does not take a position for or against such restrictions, it provided a brief summary of the potential benefits and limitations. Benefits to citywide sidewalk restrictions for bicycles include the opportunity to enhance pedestrian safety, particularly in areas with high foot traffic. Alternatively, such restrictions could limit cyclist mobility, especially in areas lacking designated bike lanes. The Sheriff's Department also noted that in Del Mar, where there is currently no prohibition of bikes on sidewalks, there have been no reported collisions between a cyclist and a pedestrian in the last five years.

The San Diego Bike Coalition supports restricting bicycle use on sidewalks specifically in commercial areas and heavily trafficked pedestrian areas. The Coalition cited safety concerns as a primary reason to allow bicycling on some City sidewalks, noting that many roadways are too dangerous or high-speed for some bicyclists, especially young children.

In addition, staff received various public communications related to sidewalk restrictions after the April 7 public hearing. One comment addressed sidewalks in Del Mar that are frequently used by cyclists, and highlighted at least one area where cyclists use the sidewalk to avoid unsafe road conditions. The resident identified the following sidewalks as important for continued bike and e-bike access:

- Sidewalk pathway connecting Stratford Court to Camino del Mar — signage indicates a Bike Route.
- Sidewalk near the intersection of Jimmy Durante Boulevard and San Dieguito Drive — sidewalk merges into bike lane.
- Sidewalk on Del Mar Heights Road, westbound — unsafe road conditions for cyclists.

Del Mar Parking and Community Enforcement staff confirmed that these areas are regularly used by cyclists, including their own bicycle patrol officers. The Parking and Community Enforcement staff did not identify any additional sidewalks used by their patrol officers beyond those listed above. Photographs and aerial overviews of each sidewalk location are included in Attachment A.

Given this information, staff has summarized potential sidewalk restriction options for Council consideration and discussion, ordered from the least to most restrictive:

1. Prohibit bicycles on sidewalks in business districts and when a bike lane is present.
2. Prohibit bicycles on all sidewalks, with exceptions for specified areas, and when reasonably necessary to leave the road to avoid debris or other hazardous conditions.
3. Prohibit bicycles on all sidewalks.

Option 1 maintains the restrictions proposed at the April 7 Council meeting, allowing for consistent enforcement across the three cities served by the North Coastal Sheriff's Station. Option 2 establishes citywide sidewalk restrictions with exceptions for specific areas, as shown in Attachment A, and for hazardous conditions. Option 3 establishes complete citywide sidewalk restrictions. Staff recommends the City Council discuss these options, along with other considerations, and provide direction on sidewalk and trail restrictions to inform a revised ordinance regulating bicycles, including e-bikes, in the City of Del Mar.

FISCAL IMPACT:

There is no fiscal impact or action to be taken 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:

E-Bike Safety – Municipal Code Amendments is listed as a Tier 2 City Council priority for FY 2024-2025.

ATTACHMENTS:

Attachment A – Sidewalks Utilized by Cyclists in Del Mar

# Sidewalks Utilized by Cyclists in Del Mar

- Sidewalk pathway connecting Stratford Court to Camino del Mar — signage indicates a Bike Route.
- Sidewalk near the intersection of Jimmy Durante Boulevard and San Dieguito Drive — sidewalk merges into bike lane.
- Sidewalk on Del Mar Heights Road, westbound — unsafe road conditions for cyclists.

# Sidewalk pathway connecting Stratford Court to Camino del Mar



# Sidewalk near the intersection of Jimmy Durante Boulevard and San Dieguito Drive



# Sidewalk on Del Mar Heights Road, westbound

