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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 19, 2023 at 4:30 PM

**Tracy Martinez**  
Mayor

**Dan Quirk**  
Deputy Mayor

**Dave Druker**  
Council Member

**Terry Gaasterland**  
Council Member

**Dwight Worden**  
Council Member

**Ashley Jones**  
City Manager

**Leslie E. Devaney**  
City Attorney

**Nestor Machado**  
Acting City Clerk

**Public Participation/Comment:** Members of the public can participate in City Council meetings remotely and in-person. 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.

**Remote Participation:** Members of the public can participate in the meeting remotely using the Zoom link and/or dial-in information provided below. Those wishing to comment live should join the Zoom meeting when the item(s) they wish to speak on is announced or at the meeting start time for items not on the agenda. **Zoom Link:** <https://us02web.zoom.us/j/84790910014>; **Phone:** (669) 900-6833; **Meeting ID:** 847 9091 0014

**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 or raise their hand in Zoom when Public Oral Communication is announced. Each speaker will have up to three (3) minutes to speak at the discretion of the Mayor and may be asked clarifying questions. Information received during Public Oral Communication may be received, placed on a future agenda, or referred to the City Manager by the City Council. State law generally precludes the City Council from discussing or acting upon any topic presented during oral communications that is not described on the posted agenda.

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

- V. CITY COUNCIL COMMENTS
- VI. COMMUNITY ANNOUCEMENTS
- VII. CITY MANAGER'S REPORT
- 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 or raise your hand in Zoom.

**1. Approval of Minutes: June 5, 2023 Regular and Special Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

**2. Ratification of List of Demands, dated June 19, 2023**

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

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

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

**4. Second Reading and Adoption of an Ordinance to Regulate Two Unit Residential Development and Urban Lot Split Projects in Accordance with California Senate Bill 9 (SB 9)**

Recommended Action: Staff recommends that City Council adopt the Ordinance (Attachment A) adding Del Mar Municipal Code (DMMC) Chapters 30.93, 24.66, 23.07; amending DMMC Chapters 30.75, 30.10, 30.11, 30.12, 30.13, 30.14, and 30.15; and adopting a Local Coastal Program (LCP) Amendment to establish procedures, objective development standards, and objective design standards to regulate Two Unit Residential Development and Urban Lot Split projects in accordance with California Senate Bill 9 (SB 9).

Reference: Clerk's File No. 305-1, 401-4, 401-7, 401-9

**5. Second Reading and Adoption of an Ordinance to Amend Prospective Ordinance No. 982 Pursuant to California Coastal Commission Action on May 10, 2023, Approving a Conditional Certification Order with Required Modifications (All Relating to the Parking Amendments under DMMC Chapter 30.80 Adopted by the City Council in December 2021)**

Recommended Action: Staff recommends that the City Council adopt the Ordinance (Attachment A) to amend the previously adopted City Ordinance No. 982 to approve changes required by the California Coastal Commission (CCC) as a condition of final certification of the City's parking-related Local Coastal Program Amendment (LCPA) application (Zone Code Amendment ZA21-001/Local Coastal Program Amendment LCPA21-001).

Reference: Clerk's File No. 305-1, 401-4, 401-9, 905-3

**6. Second Reading and Adoption of an Ordinance Amending Chapter 21.70 of the Del Mar Municipal Code to Revise Emergency Water Management Water Shortage Response Levels**

Recommended Action: Staff recommends that the City Council adopt an Ordinance (Attachment A) amending the Del Mar Municipal Code (DMMC) Chapter 21.70 to revise water shortage responses to align with the six standard water shortage levels as required by the California Water Code.

Reference: Clerk's File No. 401-4, 401-9, 907-10

**7. Agreement with Claims Management Associates, Inc. for General Liability Claims Management Services**

Recommended Action: Staff recommends that the City Council: 1) Approve a Professional Services Agreement with Claims Management Associates, Inc. (Attachment A) to provide general liability claims management and third-party adjustment services; and 2) Authorize the City Manager to execute the Agreement.

Reference: Clerk's File No. 406-1

**8. Second Amendment to Agreement with CliftonLarsonAllen LLP for Professional Audit Services**

Recommended Action: Staff recommends that the City Council: 1) Approve the Second Amendment to the Agreement (Agreement) between the City of Del Mar and CliftonLarsonAllen LLP (Attachment A) for professional auditing services, extending the Agreement for an additional two-year period ending June 30, 2025; and 2) Authorize the City Manager to execute the Second Amendment.

Reference: Clerk's File No. 406-1

**9. Agreement for As-Needed Public Information, Communication, and Outreach Services**

Recommended Action: Staff recommends that the City Council: 1) Approve a professional services agreement with Adam Kaye Communications (Attachment A) to provide as-needed public information, communication, and outreach services for an initial three-year period effective July 1, 2023, through June 30, 2026; and 2) Authorize the City Manager to execute the agreement.

Reference: Clerk's File No. 406-1, 1201-6

**10. Approval of Lease and Maintenance Agreements with Canon USA, Inc. C/O Signa Digital Solutions, Inc. for a new Canon Multi-Function Device**

Recommended Action: Staff recommends that the City Council authorize the City Manager to execute a sixty (60) month lease (Attachment A) and maintenance agreement (Attachment B) with Canon USA, Inc. C/O Signa Digital Solutions, Inc. for a new Canon Color Multi-function Device (MFD) for City Hall.

Reference: Clerk's File No. 406-1

**11. Resolution Accepting State-Mandated Annual Fire Inspections Report**

Recommended Action: Staff recommends that the City Council adopt a Resolution (Attachment A) accepting a report on the status of all State-mandated annual fire inspections in the City of Del Mar in conjunction with Senate Bill (SB) 1205 and California Health and Safety Code Section 13146.4.

Reference: Clerk's File No. 1101-8

**12. Adoption of a Resolution to Find and Accept that the State Department of Housing and Community Department (HCD) Administrative Edit to Housing Program 3B (Affordable Housing on Public Sites) is Consistent with the Previously Adopted City Council Resolution and Results in Final Certification of the City's 6th Cycle Housing Element**

Recommended Action: Staff requests that the City Council adopt a Resolution (Attachment A) to find and accept that the clarifying edit made by HCD to Program 3B and incorporated into the certified 6th Cycle Housing Element is consistent with previously adopted City Council Resolution 2023-12, which resulted in HCD determining that the City's Housing Element is in "substantial compliance" with State Housing Element Law (Attachment B).

Reference: Clerk's File No. 304-7

**IX. COMMISSION AND COMMITTEE INTERVIEWS**

**13. Planning Commission Interviews and Appointments**

Recommended Action: Staff recommends that the City Council review the Citizen Interest Forms (Attachment A); interview the applicants; and appoint two residents to serve as voting members on the Planning Commission for a full four-year term beginning July 1, 2023, and ending on July 31, 2027.

Reference: Clerk's File No. 401-5

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

Recommended Action: Staff recommends that the City Council review the Citizen Interest Forms (Attachment A); interview the applicants; and appoint one resident to serve as a voting member on the Design Review Board for a full four-year term effective July 2, 2023 and expiring on July 31, 2027.

Reference: Clerk's File No. 401-5

**X. COUNCIL MEETING RECESS**

XI. CITY COUNCIL OTHER BUSINESS

**15. Adoption of the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget and Related Budget Resolutions**

Recommended Action: It is recommended that the City Council: 1) Accept final changes to the proposed budget document identified in Table A; and 2) Adopt the Resolutions included as Attachments A, C-H as required in order to formally adopt the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget.

Reference: Clerk's File No. 202-1

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. 22<sup>nd</sup> District Agricultural Association Community Relations Committee (Gaasterland/Martinez)
- B. Clean Energy Alliance JPA (CEA) Board of Directors (Druker/Worden)
- C. CSA-17 Ambulance District Advisory Board (Martinez/Quirk)
- D. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Quirk/Martinez)
- E. League of California Cities – San Diego Chapter (Martinez/Worden)
- F. North County Transit District (NCTD) (Druker/Gaasterland)
- G. Regional Solid Waste Association (Worden/Quirk)
- H. San Diego Association of Governments Board (SANDAG) (Gaasterland/Martinez/Druker)
- I. SANDAG Borders Committee (Druker)
- J. SANDAG Regional Planning Committee (Gaasterland)
- K. SANDAG Shoreline Preservation Working Group (Worden/Gaasterland/Martinez)
- L. San Diego Metropolitan Wastewater Commission/JPA (Worden/Quirk/Druker)
- M. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee (Worden/Quirk)
- 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 (Druker/Worden)
- B. Clean Water Rate Project
- C. Del Mar Community Connections (Martinez/Worden)
- D. Del Mar Village Association (Gaasterland/Martinez)
- E. Finance Committee (Druker/Worden)
- F. Housing Subcommittee (Gaasterland/Martinez)
- G. Human Resources Subcommittee (Druker/Worden)

- H. Legislative Subcommittee (Druker/Gaasterland/Mayor Martinez end of 3<sup>rd</sup> Quarter)
- I. Measure Q Citizen Oversight Committee (Gaasterland/Quirk)
- J. Parks and Recreation Committee (Martinez/Worden)
- K. Del Mar Railroad Committee (Druker/Gaasterland)
- L. Lagoon Committee (Quirk/Worden)
- M. Sea-Level Rise Adaptation Plan Implementation Subcommittee (Gaasterland/Martinez)
- N. Shores Advisory Committee
- O. Sustainability Advisory Committee (Martinez/Worden)
- P. Traffic and Parking Advisory Committee (Quirk/Worden)
- Q. Undergrounding Project Advisory Committee (Druker/Gaasterland)
- R. Other Committee-Subcommittee Reports

**XIV. UPCOMING AGENDA ITEMS**

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

<b>July 10, 2023</b>
Boys and Girls Club
MBI Task Order for 11th Street Tank Mixer Design
RP3 Recreational Trails Program Grant Application Resolution
Agreements for FY 2023-24 & 2024-25 Community Support Funding
Amendment to Coop Agreement - Training Captain
Presentation of Short Term Rentals Data and Council Direction for Next Steps

**XV. CERTIFICATION**

I, Nestor Machado, Acting City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 14th day of June, 2023 at approximately 4:55 p.m.



Nestor Machado, Acting City Clerk

6/14/2023  
Date



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

**JUNE 5, 2023**

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

**CALL TO ORDER**

Mayor Martinez called the meeting to order at 2:46 P.M.

**ROLL CALL**

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

**CLOSED SESSION**

- A) Conference with Legal Counsel – Existing Litigation  
North County Transit District (NCTD) – Verified Petition for Declaratory Order, Surface Transportation Board Finance Docket No. 3643  
Authority: Government Code Section 54956.9(d)(1)  
Reportable Action: None.
  
- B) Conference with Labor Negotiators  
Negotiators: Ashley Jones, City Manager; Monica Molina, Finance Manager; Kseniia Izgarskaia, Associate Management Analyst  
Labor Associations: Del Mar Firefighters Association (DMFA)  
Authority: Gov. Code Section 54957.6  
Reportable Action: None.
  
- C) Public Employee Performance Evaluation  
Title: City Manager  
Authority: Government Code Section 54957  
Reportable Action: None.

**ADJOURNMENT**

Mayor Martinez adjourned the meeting at 4:18 P.M.

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Nestor Machado, Acting City Clerk



**CITY OF DEL MAR  
CITY COUNCIL REGULAR MEETING MINUTES  
JUNE 5, 2023  
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 Martinez called the Regular Meeting to order at 4:30 p.m.

**ROLL CALL**

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

**CITY ATTORNEY CLOSED SESSION REPORT**

City Attorney Leslie Devaney reported that there were no recusals or reportable actions for the June 5, 2023, City Council Closed Session meeting.

**PLEDGE OF ALLEGIANCE**

Mayor Martinez led the Pledge of Allegiance.

**PUBLIC ORAL COMMUNICATIONS**

Mayor Martinez opened Public Oral Communications and the following person spoke:

- 1) Shirli Weiss (time donated by John Stahl)

Mayor Martinez closed the item to public comment.

**CITY COUNCIL COMMENTS & COMMUNITY ANNOUNCEMENTS**

Councilmember Worden reported on recent median landscape improvements and Summer Solstice event. Mayor Martinez reported on 81st Anniversary of the Midway event.

**CITY MANAGER'S REPORT**

City Manager Ashley Jones reported on the recent Budget Workshop meetings and planned presentation of the final budget to the Council on June 19, 2023.

**CONSENT CALENDAR**

Acting City Clerk, Nestor Machado read the titles of the items included on the Consent Calendar.

Mayor Martinez opened the Consent Calendar to public comment and the following person spoke on Item 8:

1. Bob Gans (time donated by Ashley Simpkins)

Mayor Martinez closed the item to public comment. Items 12 and 15 were added to the Consent Calendar for consideration.

**IT WAS MOVED BY COUNCILMEMBER DRUKER, SECONDED BY COUNCILMEMBER WORDEN TO APPROVE THE CONSENT CALENDAR ITEMS 1 THROUGH 12 AND 15 (VOTE 5-0)**

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

**ITEM 1: APPROVAL OF MINUTES: MAY 15, 2023 REGULAR AND SPECIAL MEETING (CLERK'S MINUTES BOOK)**

Council approved the minutes, on consent.

**ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED JUNE 5, 2023 (CLERK'S FILE NO. 201-3)**

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

**ITEM 4: APPROVAL OF FISCAL YEAR 2023-24 SENATE BILL 1 FUNDING FOR THE CITY'S ANNUAL PAVEMENT REHABILITATION PROJECT (CLERK'S FILE NO. 401-7, 901-5)**

Council adopted Resolution 2023-16, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017", on consent.

Councilmember Worden noted that more road improvements are to be done in addition to those being funded by SB 1.

**ITEM 5: AGREEMENTS WITH THE DEL MAR VILLAGE ASSOCIATION FOR DESTINATION MARKETING AND ECONOMIC DEVELOPMENT (CLERK'S FILE NO. 406-1, 1202-16)**

Council approved an Agreement with the Del Mar Village Association (DMVA) for an initial three year term from July 1, 2023, through June 30, 2026, for Destination Marketing; approved an Agreement with the DMVA for an initial three year term from July 1, 2023, through June 30, 2026, for Economic Development Services; and authorized the City Manager to execute the Agreements, on consent.

**ITEM 6: AGREEMENT WITH DEL MAR COMMUNITY CONNECTIONS FOR SENIOR SUPPORT SERVICES (CLERK'S FILE NO. 406-1, 1202-15 )**

Council approved an Agreement with Del Mar Community Connections (DMCC) for senior support services for an initial three-year term from July 1, 2023, through June 30, 2026; and authorized the City Manager to execute the Agreement, on consent.

**ITEM 7: AGREEMENT WITH THE REGIONAL TASK FORCE ON HOMELESSNESS FOR POINT-IN-TIME COUNT SERVICES (CLERK'S FILE NO. 406-1)**

Council approved an Agreement with the Regional Task Force on Homelessness (RTFH) for Point-In-Time Count Services for an initial three-year term from July 1, 2023, through June 30, 2026, and authorized the City Manager to execute the Agreement, on consent.

**ITEM 8: FUNDING AND SERVICE AGREEMENT WITH DEL MAR COMMUNITY CONNECTIONS FOR THE DEL MAR RENTAL ASSISTANCE PROGRAM (CLERK'S FILE NO. 406-1, 1202-15)**

Council approved a Funding and Service Agreement with Del Mar Community Connections (DMCC) for management and administration of the Del Mar Rental Assistance Program until the Program naturally terminates due to attrition; and authorized the City Manager to execute the Agreement, on consent.

**ITEM 9: AGREEMENT WITH CORVEL ENTERPRISE COMP, INC. FOR WORKERS' COMPENSATION AND CLAIMS ADMINISTRATION SERVICES (CLERK'S FILE NO. 406-1, 502-4)**

Council approved a Professional Services Agreement with CorVel Enterprise Comp, Inc. to provide third party workers' compensation and claims administration services; and authorized the City Manager to execute the Agreement, on consent.

**ITEM 10: LAGOON COMMITTEE APPOINTMENT (CLERK'S FILE NO. 401-5)**

Council appointed Jeffrey Barnouw to the Lagoon Committee as a voting member to serve a full three-year term starting July 1, 2023, and ending on July 31, 2026, on consent.

**ITEM 11: RECOMMENDED COMPENSATION ADJUSTMENT RELATED TO THE CITY MANAGER'S PERFORMANCE EVALUATION (CLERK'S FILE NO. 502-1)**

Council adopted Resolution 2023-17, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING COMPENSATION ADJUSTMENT FOR ASHLEY JONES AS CITY MANAGER FOR THE CITY OF DEL MAR AND ADOPTING THE AMENDED MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL SALARY SCHEDULE", effective December 13, 2022 on consent.

**PUBLIC HEARING**

**ITEM 12: ADOPTION OF WATER SHORTAGE CONTINGENCY PLAN AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 21.70 OF THE DEL MAR MUNICIPAL CODE TO REVISE EMERGENCY WATER MANAGEMENT WATER SHORTAGE RESPONSE LEVELS (CLERK'S FILE NO. 401-4, 401-9, 907-10)**

Mayor Martinez opened and closed the public hearing. There were no public speakers. The item was moved to the consent calendar for approval. City Council adopted the City's Water Shortage Contingency Plan (WSCP) and authorized future administrative updates via the City Manager; and approved the introduction of an Ordinance amending the Del Mar Municipal Code (DMMC) Chapter 21.70 to revise water shortage responses to align with the six standard water shortage levels as required by the California Water Code.

**ITEM 13: INTRODUCTION OF AN ORDINANCE TO AMEND PROSPECTIVE ORDINANCE NO. 982 AND ADOPTION OF A RESOLUTION TO AMEND THE CITY'S LOCAL COASTAL PROGRAM LAND USE PLAN PURSUANT TO CALIFORNIA COASTAL COMMISSION ACTION ON MAY 10, 2023, APPROVING A CONDITIONAL CERTIFICATION ORDER WITH REQUIRED MODIFICATIONS (ALL RELATING TO THE PARKING AMENDMENTS UNDER DMMC CHAPTER 30.80 ADOPTED BY THE CITY COUNCIL IN DECEMBER 2021) (CLERK'S FILE NO. 305-1, 401-4, 401-9, 905-3)**

A presentation was provided by Associate Planner Jennifer Gavin.

Council questions focused on what was included in the parking management plan; inventory of existing public access; inclusion of North Commercial Zone; what is required for parking management plan updates; unexpected parking reduction; exemption for existing non-conforming status; LCP Land Use Plan amendments for consistency with the parking code; changes as requirement to obtain final certification of the LCP amendment; and no anticipated changes in residential parking.

There were no public speakers for this item.

Council discussion focused on the potential impacts of the proposed changes; ability to amend the changes, if necessary; and benefits to the restaurants and existing businesses.

**IT WAS MOVED BY DEPUTY MAYOR QUIRK, SECONDED BY COUNCILMEMBER WORDEN TO TAKE THE FOLLOWING ACTIONS TO APPROVE CHANGES REQUIRED BY THE CALIFORNIA COASTAL COMMISSION (CCC) AS A CONDITION OF FINAL CERTIFICATION OF THE CITY'S PARKING-RELATED LOCAL COASTAL PROGRAM AMENDMENT APPLICATION (ZONE CODE AMENDMENT ZA21-001/LOCAL COASTAL PROGRAM AMENDMENT LCPA21-001) INCLUDING:**

**1) INTRODUCTION OF AN ORDINANCE TO AMEND THE PREVIOUSLY ADOPTED CITY ORDINANCE NO. 982 (SEE ATTACHMENT D FOR ORDINANCE CHANGES IN STRIKEOUT-UNDERLINE FORM); AND**

**2) ADOPTION OF RESOLUTION 2023-18, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING THE AMENDMENTS TO THE EXISTING CERTIFIED DEL MAR LOCAL COASTAL PROGRAM (LCP) LAND USE PLAN (LCPA 21-001) AND DIRECTING STAFF TO SUBMIT THE LOCAL COASTAL PROGRAM AMENDMENT TO THE COASTAL COMMISSION FOR CERTIFICATION", CONSISTENT WITH THE PARKING REGULATIONS UNDER THE DEL MAR MUNICIPAL CODE IN ACCORDANCE WITH THE CCC CONDITIONAL APPROVAL LETTER. (VOTE 5-0)**

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

**ITEM 14: AN ORDINANCE TO REGULATE TWO UNIT RESIDENTIAL DEVELOPMENT AND URBAN LOT SPLIT PROJECTS IN ACCORDANCE WITH CALIFORNIA SENATE BILL 9 (SB 9) (CLERK'S FILE NO. 305-1, 401-4, 401-7, 401-9)**

A presentation was provided by Principal Planner Matt Bator.

Council questions focused on compatible design; applicability with the Design Review Ordinance; standards for grading outside footprint; corner lot regulations and design guidelines; Senate Bill (SB) 9 requirements for vehicle access and parking; encroachment regulations for setbacks; assurance for duplex not being used as one large unit; consideration requesting additional parking spaces; clarification on setback regulations; restrictions related to street parking for SB 9 residents; objective standards related to view protection; addition of design compatibility language; incentives to use SB 9; one APN for the split lot; inclusionary housing ordinance update; and affordability component not to be supported by Coastal Commission.

Council questions further focused on type of application; staff's discretion at approving projects; whether administrative decision is appealable; notification of SB 9 projects to the neighbors; internal planning staff process; offsite improvement requirements; story qualification anything five feet and above; clarification of SB 9 eligible lot locations; basements were precluded; requirement for homeowner to live in one of the units for at least three years; possible lot configurations; and requirement for one of the primary units to be designated as affordable unit.

Mayor Martinez noted her preference to omit skylights; include a standard for allowable patio locations; and increase required parking spaces to two per unit.

Additional Council questions focused on acceptable front setback permanent improvements; SB 9 units ability to be counted towards the City's Regional Housing Needs Assessment (RHNA) allocations; noise regulations; requirement for all ground mounted mechanical equipment to be completely shielded to eliminate noise and screened from view of an adjacent property; and trash collection management.

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

1. Dolores Davies Jamison
2. Richard Jamison

Mayor Martinez closed the item to public comment.

Council discussion focused on tree removal process; and concerns with requiring replacement of all trees.

Staff read into the record revisions to Section 3 of the Ordinance related to objective design standards by adding: row B-10 related to new unit to be designed and constructed to match an existing one; row B-12 related to FAR and lot coverage; row B-11 related to exterior architectural style and materials; row B-13 related to permissible patio locations; row B-14 related to preserving public scenic views identified in the City's certified Local Coastal Program; row H 6 requiring skylights to be tinted ; and modifying Section 14 of the Ordinance related to the Ordinance's effectiveness date following LCPA certification by the Coastal Commission.

Councilmember Gaasterland inquired about doing a parking study; the minimum lot frontage requirements; and recourse to ensure compliance with SB 9 ordinance.

**IT WAS MOVED BY COUNCILMEMBER WORDEN, SECONDED BY COUNCILMEMBER DRUKER TO APPROVE THE INTRODUCTION OF AN ORDINANCE ADDING DEL MAR MUNICIPAL CODE (DMMC) CHAPTERS 30.93, 24.66, 23.07; AMENDING DMMC CHAPTERS 30.75, 30.10, 30.11, 30.12, 30.13, 30.14, AND 30.15; AND ADOPTING A LOCAL COASTAL PROGRAM AMENDMENT TO ESTABLISH PROCEDURES, OBJECTIVE DEVELOPMENT STANDARDS, AND OBJECTIVE DESIGN STANDARDS TO REGULATE TWO UNIT RESIDENTIAL DEVELOPMENT AND URBAN LOT SPLIT PROJECTS IN ACCORDANCE WITH CALIFORNIA SENATE BILL 9 (SB 9), INCLUDING REVISIONS TO THE ORDINANCE REQUESTED BY COUNCIL. (VOTE 5-0)**

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

**CITY COUNCIL OTHER BUSINESS**

**ITEM 15: BUILDING ELECTRIFICATION ORDINANCE UPDATE & PROPOSED SUSTAINABILITY ADVISORY COMMITTEE WORK PLAN AMENDMENT (CLERK'S FILE NO. 401-4, 401-5, 1001-3)**

The item was moved to the consent calendar for approval. There were no public speakers. Council approved placing development of a building electrification ordinance on hold until there is more clarity on the impacts of a recent State Court ruling regarding building electrification; and authorized staff to work with the Sustainability Advisory Committee (SAC) on the development of a Balloon Ban Ordinance in the interim.

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

City Council representatives reported on the Del Mar Railroad Committee; SANDAG Shoreline Preservation Working Group; San Diego Association of Governments Board (SANDAG); and Housing Subcommittee.

**ADJOURNMENT**

Mayor Martinez adjourned the meeting at 8:17 p.m.

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Nestor Machado, Acting City Clerk



**LIST OF DEMANDS**  
**CITY OF DEL MAR**  
*for*  
**City Council Meeting**  
June 19, 2023

Vendor Payment Checks	\$ 184,415.01
Voids	(2,172.83)
Electronic Fund Transfers (EFT)	436,365.89
Electronic Wires	-
Total	<u>\$ 618,608.07</u>

Approved by:  
  
\_\_\_\_\_  
Monica Molina  
Finance Manager/Treasurer

Date:  
6/12/2023

Approved by:  
\_\_\_\_\_  
Tracy Martinez  
Mayor

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

Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4959	6/2/2023	sun07	CENTRALSQUARE TECH LLC 381173	5/2/2023	TRAKIT APR/JUN	4,814.72	4,814.72
		Voucher: 4959					
4960	6/2/2023	del76	DE LAGE LANDEN FINANCIAL 79967011	5/23/2023	COPIER CS JUN	74.15	74.15
		Voucher: 4960					
4961	6/2/2023	del14	DEL MAR VILLAGE ASSOCIATI05252023	5/25/2023	DWNTOWN GARLAND CONTI	6,000.00	6,000.00
		Voucher: 4961					
4962	6/2/2023	dix01	DIXIELINE LUMBER CO 06-0509090	5/29/2023	PROPANE EXCHANGE CS	52.18	
		Voucher: 4962	06-0508518	5/24/2023	BLDG MAINT/REPAIR SUPP C	29.76	
			06-0508190	5/22/2023	ICEMAKER SUPP FIRE	12.21	
			06-0509015	5/26/2023	PADLOCK FIRE	8.31	102.46
4963	6/2/2023	lou01	LOUKELTON DISTRIBUTING I180017	5/17/2023	JANITORIAL SUPP PW	545.46	
		Voucher: 4963	80022	5/18/2023	JANITORIAL SUPP PW	179.44	724.90
4964	6/2/2023	mic11	MICHAEL BAKER INTERNATIC1180212	5/22/2023	CITY ENGINEER APR	20,892.76	20,892.76
		Voucher: 4964					
4965	6/2/2023	mof04	MOFFATT & NICHOL 00778914	5/21/2023	SHORELINE MGT PROJ APR	9,386.95	9,386.95
		Voucher: 4965					
4966	6/2/2023	pru01	PRUDENTIAL OVERALL SUPP 132189697	5/19/2023	UNIFORMS PW	62.74	
		Voucher: 4966	132189695	5/19/2023	FLOOR MATS PW	15.47	
			132189696	5/19/2023	SHOP TOWELS PW	3.72	81.93
4967	6/2/2023	uni03	SAN DIEGO - UNION TRIBUNE7931926	5/11/2023	AD PUBLIC HEARING	208.80	
		Voucher: 4967	7931954	5/12/2023	AD PUBLIC HEARING	208.80	417.60
4968	6/2/2023	wex01	WEX BANK 0496-00-496745	5/23/2023	GAS & OIL CS MAY	1,224.84	1,224.84
		Voucher: 4968					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>43,720.31</b>

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136623	6/2/2023	ace02	ACE UNIFORMS LLC	SD032596	5/25/2023	UNIFORMS PRKG ENF	188.53
		Voucher: 136623		VS0106026	5/17/2023	UNIFORMS FIRE	109.30
136624	6/2/2023	adt02	ADT SECURITY SERVICES	993162659	5/19/2023	ALARM PHCC JUN/SEP	145.47
		Voucher: 136624					145.47
136625	6/2/2023	agr05	AGRI SERVICE INC	118092	5/22/2023	EVERBLOOM MULCH SUPP F	494.31
		Voucher: 136625					494.31
136626	6/2/2023	att07	AT&T	227043	4/25/2023	ENG FEE PH 3 X1A CREST R	71,280.00
		Voucher: 136626		226631	4/12/2023	ENG FEE PH 3 STRAT CT COI	47,520.00
136627	6/2/2023	sbc03	AT&T	9391065056	5/27/2023	TELEPHONE MAY	25.18
		Voucher: 136627					25.18
136628	6/2/2023	sbc03	AT&T	9391065055	5/27/2023	TELEPHONE MAY	25.17
		Voucher: 136628					25.17
136629	6/2/2023	sbc03	AT&T	9391065054	5/27/2023	TELEPHONE MAY	25.17
		Voucher: 136629					25.17
136630	6/2/2023	sbc03	AT&T	9391065053	5/27/2023	TELEPHONE MAY	25.17
		Voucher: 136630					25.17
136631	6/2/2023	cal17	CALIFORNIA PARAMEDIC	20220330	7/14/2022	SD CNTY PROTOCOL REF BC	311.40
		Voucher: 136631					311.40
136632	6/2/2023	lew04	CARLA LEE LEWIS	05242023	5/24/2023	REFUND REF DEPOSIT PHCC	800.00
		Voucher: 136632					800.00
136633	6/2/2023	cha71	CHARTER COMM HOLDINGS	8448410060151	5/14/2023	INTERNET CH MAY	1,254.06
		Voucher: 136633		8448410010640	5/11/2023	ETHERNET INTERSTATE/PEG	435.68
				8448410060151	5/15/2023	FIBER CONNECTION PW MA	355.06
				8448410060151	5/15/2023	FIBER CONNECTION FIRE M/	291.66
				8448410060152	5/14/2023	METRO ETHERNET FIRE MA	291.66
				8448410060153	5/10/2023	INTERNET TV STUDIO MAY	119.98
				8448410060153	5/21/2023	PUBLIC WIFI JUN	119.98
				8448410060151	5/15/2023	INTERNET TV STUDIO MAY	84.31
136634	6/2/2023	emb02	CHRIS GIAQUINTA, DBA EMBF851367		5/22/2023	EMBROIDER UNIFORM JACK	44.39
		Voucher: 136634					44.39
136635	6/2/2023	edd01	EMPLOYMENT DEVELOPMEN	LMI-07508	5/19/2023	QCEW DATA	1,867.00
		Voucher: 136635					1,867.00
136636	6/2/2023	gal02	GALLS LLC	024448361	5/10/2023	UNIFORM SHIRTS PRKG ENF	69.17
		Voucher: 136636		024424470	5/8/2023	UNIFORM PANT PRKG ENF	44.04
							113.21

Bank : gusbnk GENERAL ACCOUNT US BANF (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136637	6/2/2023	hel04	HELIX ENVIRONMENTAL PLAN117439	2/23/2023	BIO REVIEW AREA X1A FEB	5,738.25	
	Voucher:	136637	117755	3/29/2023	BIO REVIEW AREA X1A MAR	512.50	6,250.75
136638	6/2/2023	pie05	LAURA PIERCE 05242023	5/24/2023	REFUND REF DEPOSIT PHCC	428.00	428.00
	Voucher:	136638					
136639	6/2/2023	man12	MANERI TRAFFIC CONTROL I 18015	4/13/2023	CUSTOM TRAFFIC SIGNS PW	1,474.02	
	Voucher:	136639	18301	5/15/2023	ROUND POSTS PW	1,163.70	
			18017	4/13/2023	PERMA-PATCH SUPP PW	969.75	
			18016	4/13/2023	TRAFFIC MARKER ADHESIVE	202.57	
			18014	4/13/2023	GEN MAINT/REPAIR SUPP PV	37.71	3,847.75
136640	6/2/2023	con17	OCCUPATIONAL HEALTH CTR79253156	5/15/2023	EMPLOYEE TESTING MAY	155.00	155.00
	Voucher:	136640					
136641	6/2/2023	fir12	PAUL ROTTENBERG, DBA FIRDMR 2023-3	5/23/2023	FIRE STATS PROG 3Q	375.00	375.00
	Voucher:	136641					
136642	6/2/2023	pho01	PHOENIX GROUP INFO SYSTI0420231036	5/19/2023	ADMIN CITE SRVCS APR	518.40	518.40
	Voucher:	136642					
136643	6/2/2023	por10	PORTABLE STORAGE CORP 151584	5/18/2023	STORAGE CS JUN	176.00	176.00
	Voucher:	136643					
136644	6/2/2023	ral03	RALLY ENTERPRISE INC 05242023	5/24/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	136644					
136645	6/2/2023	rcp01	RCP BLOCK & BRICK INC. 32862282	5/22/2023	BULK FERTILIZED SOIL SHOF	204.63	
	Voucher:	136645	32861793	5/22/2023	BULK DECOMPOSED GRANIT	184.10	
			32862510	5/22/2023	BULK DECOMPOSED GRANIT	184.10	572.83
136646	6/2/2023	san138	SAN DIEGO ELEVATOR & LIFT2423	5/20/2023	ELEVATOR REPAIR	500.00	500.00
	Voucher:	136646					
136647	6/2/2023	san75	SAN DIEGO MAIN PI 2094	5/20/2023	USPS MARKETING MAIL	290.00	290.00
	Voucher:	136647					
136648	6/2/2023	sta41	STATE OF CALIFORNIA, FRANFTB-00005815	5/17/2023	PARKING VIOLATIONS	459.90	459.90
	Voucher:	136648					
136649	6/2/2023	uni25	STAXUP - UNITS LLC 021 16944	5/26/2023	STORAGE CS JUN	289.85	289.85
	Voucher:	136649					
136650	6/2/2023	sun05	SUNBELT RENTALS INC 139678117-0001	5/18/2023	CONCRETE PLANER RNTL PI	234.92	234.92
	Voucher:	136650					
136651	6/2/2023	bak11	TYLER AND RACHEL BAKER 05242023	5/24/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	136651					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136652	6/2/2023	ver12	VERIZON	72582336	5/20/2023	SCADA SECURE CLOUD APR	615.00	615.00
		Voucher: 136652						
136653	6/2/2023	ver03	VERIZON WIRELESS	570653198-000C	5/18/2023	TELEPHONE MAY	241.18	241.18
		Voucher: 136653						
136654	6/2/2023	ver03	VERIZON WIRELESS	872374736-000C	5/18/2023	TELEPHONE MAY	225.81	225.81
		Voucher: 136654						
136655	6/2/2023	ver03	VERIZON WIRELESS	570653198-000C	5/18/2023	TELEPHONE MAY	213.48	213.48
		Voucher: 136655						
136656	6/2/2023	ver03	VERIZON WIRELESS	570653198-000C	5/18/2023	TELEPHONE MAY	114.03	114.03
		Voucher: 136656						
136657	6/2/2023	ver03	VERIZON WIRELESS	570653198-000C	5/18/2023	TELEPHONE MAY	38.01	38.01
		Voucher: 136657						
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							143,072.60	

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45 checks in this report.

Grand Total All Checks:

186,792.91

*Dog 5-31-23*

**Bank:** gusbnk  
**Account:** 158300179799

<u>Orig check</u>	<u>Date</u>	<u>Voided</u>	<u>Check amt</u>	<u>EFT</u>	<u>Paid to</u>	<u>Repl check</u>	<u>Date</u>	<u>Reason</u>
136632	6/2/2023	6/2/2023	800.00	No	CARLA LEE LEWIS	136658	6/2/2023	Check Destroyed
136644	6/2/2023	6/2/2023	800.00	No	RALLY ENTERPRISE INC	136659	6/2/2023	Check Destroyed
136645	6/2/2023	6/2/2023	572.83	No	RCP BLOCK & BRICK INC.	136660	6/2/2023	Check Destroyed
<b>Bank total:</b>			2,172.83					
<b>Checks total:</b>			<b>2,172.83</b>					

**Bank : gusbnk GENERAL ACCOUNT US BANK**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3881	6/2/2023	ida01	IDAHO STATE TAX COMMISSION Ben170705	5/5/2023	IDAHO STATE TAX COMMISSION	205.34	205.34
		Voucher:	3881				
3885	6/2/2023	ida01	IDAHO STATE TAX COMMISSION Ben170889	5/19/2023	IDAHO STATE TAX COMMISSION	196.34	196.34
		Voucher:	3885				
3886	6/2/2023	irs01	IRS, UNITED STATES TREASURY Ben171038	6/2/2023	FEDERAL TAX: PAYMENT	34,972.60	34,972.60
		Voucher:	3886				
3887	6/2/2023	per01	PERS Ben171040	6/2/2023	PERS CONTRIBUTIONS: PAYMENT	44,756.11	44,756.11
		Voucher:	3887				
3888	6/2/2023	edd01	EMPLOYMENT DEVELOPMENT DBen171042	6/2/2023	STATE TAX: PAYMENT	9,948.22	9,948.22
		Voucher:	3888				
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>90,078.61</b>

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4969	6/2/2023	uni21	DEL MAR CITY EMPLOYEES ASS	Ben171030	6/2/2023	DMCEA DUES: PAYMENT	264.00	264.00
		Voucher:	4969					
4970	6/2/2023	nat15	NATIONAL BENEFIT SERVICES, L	Ben171034	6/2/2023	SEC. 125 FLEXIBLE SAVINGS AC	987.50	987.50
		Voucher:	4970					
4971	6/2/2023	mis07	STATE ST BANK & TRUST CO 401	Ben171036	6/2/2023	401A PLAN: PAYMENT	475.56	475.56
		Voucher:	4971					
4972	6/2/2023	mis08	STATE ST BANK & TRUST CO 457	Ben171026	6/2/2023	MISSION SQUARE 457B: PAYMEI	8,918.23	8,918.23
		Voucher:	4972					
4973	6/2/2023	mis09	STATE ST BANK & TRUST CO. RH	Ben171028	6/2/2023	RETIREMENT HEALTH SAVINGS	604.15	604.15
		Voucher:	4973					
4974	6/2/2023	par21	U.S. BANK PARS FFC 674602240C	Ben171032	6/2/2023	PUBLIC AGENCY RETIREMENT S	2,064.70	2,064.70
		Voucher:	4974					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>								13,314.14

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11 checks in this report.

Grand Total All Checks: 103,392.75

**APPROVED**  
By M. Santos at 4:38 pm, Jun 01, 2023

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4975	6/9/2023	als02	ALS GROUP USA CORP	522302561	5/17/2023	WATER SAMPLING MAY	676.00
	Voucher:	4975	522302826	6/2/2023	WATER SAMPLING MAY	496.00	1,172.00
4976	6/9/2023	cor15	CORONADO MOBILE STORAGE	JUN-23	6/1/2023	STORAGE CONTRS JUN	255.00
	Voucher:	4976					255.00
4977	6/9/2023	del76	DE LAGE LANDEN FINANCIAL	79966945	5/23/2023	COPIER PW JUN	152.20
	Voucher:	4977					152.20
4978	6/9/2023	del14	DEL MAR VILLAGE ASSOCIATION	113	6/6/2023	DMVA AGRMNT APR	23,608.22
	Voucher:	4978					23,608.22
4979	6/9/2023	dix01	DIXIELINE LUMBER CO	06-0509145	5/30/2023	MAINT/REPAIR SUPP PW	391.39
	Voucher:	4979	06-0508587	5/26/2023	BLDG MAINT/REPAIR SUPP P	111.15	
			06-0508380	5/23/2023	HRDWR SUPP PW	93.23	
			06-0494666	2/10/2023	CLEANING SUPPLIES CS	57.95	
			06-0486939	12/12/2022	REPAIR KIT FIRE	-43.34	610.38
4980	6/9/2023	kle01	KLEINFELDER	1428193	5/19/2023	CDM BRIDGE APR	29,360.22
	Voucher:	4980	1428194	5/23/2023	CDM BRIDGE APR	8,680.06	38,040.28
4981	6/9/2023	lou01	LOUKELTON DISTRIBUTING	1180032	5/22/2023	JANITORIAL SUPP PW	1,131.22
	Voucher:	4981	80054	5/29/2023	JANITORIAL SUPP PW	636.02	1,767.24
4982	6/9/2023	pru01	PRUDENTIAL OVERALL SUPP	132192264	6/2/2023	UNIFORMS PW	95.96
	Voucher:	4982	132190960	5/26/2023	UNIFORMS PW	59.95	
			132192262	6/2/2023	FLOOR MATS PW	15.47	
			132192263	6/2/2023	SHOP TOWELS PW	3.72	175.10
4983	6/9/2023	red04	REDFLEX TRAFFIC SYSTEMS	INV0055341	5/31/2023	REDLIGHT CAMERA MAY	5,120.61
	Voucher:	4983					5,120.61
4984	6/9/2023	san12	SAN DIEGO COUNTY SHERIFF	105312023	5/31/2023	LAW ENF APR	217,450.47
	Voucher:	4984					217,450.47
4985	6/9/2023	wex01	WEX BANK	0496-00-495760	6/6/2023	GAS & OIL FIRE MAY/JUN	901.33
	Voucher:	4985					901.33
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>289,252.83</b>

Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136661	6/9/2023	agr05	AGRI SERVICE INC	118135	5/23/2023	EVERBLOOM MULCH SUPP F	494.31	494.31
		Voucher:	136661					
136662	6/9/2023	far17	BANAFSHEH FARAHBAKHS	06052023	6/5/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher:	136662					
136663	6/9/2023	bar29	BARNETT QUALITY CONTROL	19966	5/13/2023	RIVERPATH PHASE 3	3,795.00	3,795.00
		Voucher:	136663					
136664	6/9/2023	bou02	BOUND TREE MEDICAL LLC	84966526	5/23/2023	EMERGENCY SUPPLIES CS	120.83	120.83
		Voucher:	136664					
136665	6/9/2023	cal32	CALIFORNIA STATE LANDS C	B9019	5/24/2023	CONTRACTUAL SERVICES AI	922.28	922.28
		Voucher:	136665					
136666	6/9/2023	cha71	CHARTER COMM HOLDINGS I	8448410060153	5/24/2023	VIDEO TRANSPORT/PEG JUN	435.68	435.68
		Voucher:	136666					
136667	6/9/2023	hds01	CORE & MAIN LP	S727305	5/31/2023	WATER PARTS PW INVENTOI	914.53	914.53
		Voucher:	136667					
136668	6/9/2023	cor07	CORODATA RECORDS MGT I	RS4908522	5/31/2023	STORAGE SRVCS MAY	155.36	155.36
		Voucher:	136668					
136669	6/9/2023	del06	DEL MAR AUTOMOTIVE SERV	45120	6/5/2023	VEHICLE MAINT CS #391	104.97	104.97
		Voucher:	136669					
136670	6/9/2023	dun02	DUNN-EDWARDS PAINTS	2082354620	5/25/2023	PAINT SUPPLIES PW	121.66	
		Voucher:	136670	2082354664	5/25/2023	PAINT SUPPLIES PW	60.83	182.49
136671	6/9/2023	fer07	FERGUSON ENTERPRISES I	N0827470	5/24/2023	WATER METER PARTS	1,474.02	1,474.02
		Voucher:	136671					
136672	6/9/2023	fis12	FISHER INTEGRATED INC	1936	5/22/2023	VIDEO STREAMING APR	1,100.00	1,100.00
		Voucher:	136672					
136673	6/9/2023	ats01	GARDA CL WEST LOCKBOX #	10739079	6/1/2023	ARMORED SRVCS JUN	646.84	646.84
		Voucher:	136673					
136674	6/9/2023	gre26	GREENTIER SOLUTIONS LLC	05312023	5/31/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher:	136674					
136675	6/9/2023	ips02	IPS GROUP INC	INV85001	5/31/2023	PRKG MTR TRANS FEE MAY	3,569.16	3,569.16
		Voucher:	136675					
136676	6/9/2023	msc01	MSC JANITORIAL SERVICE I	N2023-5-13	5/25/2023	JANITORIAL SRVCS MAY	5,973.15	5,973.15
		Voucher:	136676					
136677	6/9/2023	for12	NICOLE FORREST	06012023	6/1/2023	REFUND REF CPP23-001	3,074.97	3,074.97
		Voucher:	136677					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136678	6/9/2023	pac28	PACIFIC MOBILE STRUCTUREINV-00303900	6/1/2023	MOBILE OFFICE PW JUN	226.20	226.20
		Voucher: 136678					
136679	6/9/2023	rus01	RUSTY DEL MAR 530	6/6/2023	RESCUE BOARD FINS LFGRE	187.05	187.05
		Voucher: 136679					
136680	6/9/2023	san112	SAN DIEGO HUMANE SOCIET JUN-23	6/1/2023	ANIMAL SRVCS JUN	3,583.00	3,583.00
		Voucher: 136680					
136681	6/9/2023	shr01	SHRED -IT US JV LLC, DBA SH-8004005179	5/31/2023	ON-SITE SHREDDING MAY	94.44	94.44
		Voucher: 136681					
136682	6/9/2023	sig12	SIGNA DIGITAL SOLUTIONS INAR-S292833	5/25/2023	COPIER - PW 2/28-5/27/23	243.49	
		Voucher: 136682	AR-S293002	5/30/2023	COPIER - PW 5/28-8/27/23	135.78	379.27
136683	6/9/2023	sou08	SOUTHWEST SIGNAL SERVIC82558	5/31/2023	TRAFFIC SIGNAL MAINT MAY	472.50	
		Voucher: 136683	82559	5/31/2023	TRAFFIC SIGNAL MAINT MAY	258.61	731.11
136684	6/9/2023	sta36	STANDARD PLUMBING SUPPLITZL868	5/30/2023	MAINT/REPAIR SUPP PW	77.68	77.68
		Voucher: 136684					
136685	6/9/2023	t-mo01	T-MOBILE USA INC 980755647	5/21/2023	TELEPHONE MAY	11.90	11.90
		Voucher: 136685					
136686	6/9/2023	tow05	TOWNSEND PUBLIC AFFAIRS20042	6/1/2023	LEGISLATIVE SRVCS JUN	3,500.00	3,500.00
		Voucher: 136686					
136687	6/9/2023	und01	UNDERGROUND SERVICE ALI520230224	6/1/2023	CONT SRVCS MAY	48.50	48.50
		Voucher: 136687					
136688	6/9/2023	uni31	UNITED SITE SRVCS OF, CAL 114-13599432	5/17/2023	PORTABLE RESTROOM SRV(C	1,450.85	1,450.85
		Voucher: 136688					
136689	6/9/2023	ver03	VERIZON WIRELESS 872374736-000C	5/18/2023	TELEPHONE MAY	227.89	227.89
		Voucher: 136689					
136690	6/9/2023	ver03	VERIZON WIRELESS 542070053-000C	5/20/2023	TELEPHONE MAY	164.10	164.10
		Voucher: 136690					
136691	6/9/2023	wes29	WEST COAST ARBORISTS INK(200129	5/15/2023	TREE MAINT 5/1-5/15/23	3,204.00	
		Voucher: 136691	200015	5/15/2023	TREE MAINT 5/15/23	720.00	3,924.00
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>39,169.58</b>

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42 checks in this report.

Grand Total All Checks: 328,422.41

MG 6/7/23



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Matt Bator, AICP, Principal Planner  
Karen Brindley, Planning and Community Development Director  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Second Reading and Adoption of an Ordinance to Regulate Two Unit Residential Development and Urban Lot Split Projects in Accordance with California Senate Bill 9 (SB 9)

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that City Council adopt the Ordinance (Attachment A) adding Del Mar Municipal Code (DMMC) Chapters 30.93, 24.66, 23.07; amending DMMC Chapters 30.75, 30.10, 30.11, 30.12, 30.13, 30.14, and 30.15; and adopting a Local Coastal Program (LCP) Amendment to establish procedures, objective development standards, and objective design standards to regulate Two Unit Residential Development and Urban Lot Split projects in accordance with California Senate Bill 9 (SB 9).

## DISCUSSION/ANALYSIS:

Government Code Section 65852.21 requires cities to process proposed housing development containing a maximum of two dwelling units on single dwelling zoned lots through a ministerial review process (without discretionary review or a public hearing) if the proposed housing development meets certain qualifying criteria set forth by SB 9. Further, Government Code Section 66411.7 allows the subdivision of qualifying lots in single dwelling unit zones to ministerially process a tentative parcel map for an "Urban Lot Split" to subdivide one lot into two separate lots and allows development of a maximum of two dwelling units on each resulting lot.

While SB 9 mandates a ministerial review and approval process for qualifying projects, it also allows the City to develop a local ordinance to provide specific processing requirements and to impose objective zoning, subdivision, and design standards on such projects if those standards do not physically preclude the construction of two, 800-square-foot units on a new and/or existing lot. SB 9 must also be implemented consistent with the City's certified LCP and the California Coastal Act.

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City Council Action:

On June 5, 2023, the City Council conducted a public hearing and introduced an Ordinance to implement SB 9. During the public hearing, the City Council requested specific clarifying amendments that were read into the public record to incorporate minor revisions into the Ordinance as introduced. The Ordinance revisions included additional objective design standards to address neighborhood compatibility, minimize light trespass, and clarify the effective date of the Ordinance as further described below:

Ordinance Section Three DMMC Section 23.07.030 Table A Row B (new # 10-14)

10. *On a site already developed with an existing unit, the new unit shall be designed and constructed to match the existing paint color and exterior building materials, including but not limited to siding, windows, doors, roofing, light fixtures, hardware, and railings.*

11. *When two new units are proposed, the units shall be constructed using the same architectural style, exterior building materials, colors and finishes.*

12. *The project shall comply with the Floor Area Ratio (FAR) and Lot Coverage of the underlying Zone if it is feasible to do so and comply with the rights provided by SB 9.*

13. *No patio shall be permitted as a feature within a required front yard, street-side yard, or required yard that is four feet or less from the property line.*

14. *A new unit shall not be located in an area designated as a public scenic view in the certified Local Coastal Program.*

Ordinance Section Three DMMC Section 23.07.030 Table A Row H (new #6)

6. *Skylights shall be tinted to prohibit the escape of light from inside the unit.*

Ordinance Section Fourteen Ordinance Effective Date (Replacement Language)

*Upon adoption, the Ordinance will be submitted to the California Coastal Commission for certification as a Local Coastal Program Amendment. The Ordinance will take effect and be in force on the date that the Coastal Commission acts to unconditionally certify the Local Coastal Program Amendment.*

CORRESPONDENCE:

Following the June 5, 2023, City Council public hearing to review and introduce the Ordinance, staff received additional written public correspondence, which is included as Attachment B. The public input, provided by Michael Deftos to Mayor Martinez and

Council Member Gaasterland as the City Council's Housing Subcommittee and forwarded to staff, provides suggestions to limit potential impacts of private views by proposed SB 9 development.

As was explained by staff to the Council on June 5, 2023, private view protection standards are widely regarded by the California Department of Housing and Community Development (HCD) as subjective criteria and have not been allowed, as they not only need to be applied on a case-by-case basis, but the potential impact may be perceived differently by multiple viewers/reviewers. However, one of the many programs/tasks identified in the City's 6<sup>th</sup> Cycle Housing Element is to develop Citywide objective design standards for future by-right housing projects. As the Planning Department moves forward with the development of those objective design standards later this year with a planning/design consultant, staff can utilize the consultant's experience and expertise to explore the possibility of developing such a view-related standard that would be specific, uniformly verifiable, and involve no personal or subjective judgement. If such a standard can be achieved and found to be acceptable by the HCD, it could be applied to SB 9 development through additional City Council action.

HOUSING IMPACT:

Adoption of the proposed Ordinance will satisfy the City's commitment per the City's 6<sup>th</sup> Cycle Housing Element Program 6B to adopt a SB 9 Ordinance by June 2023 and facilitate creation of new opportunities for housing to Affirmatively Further Fair Housing (AFFH).

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The proposed City Council 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 65852.21(j) and 66411.7(n), because the adoption of an ordinance to implement SB 9 shall not be considered a project under Division 13 of the Public Resources Code.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Development and adoption of an Ordinance to regulate SB 9 development and subdivisions (Urban Lot Splits) was identified as a priority project in the FY 2022-2023 Operating and Capital Budget.

ATTACHMENT:

Attachment A – Ordinance to Regulate SB 9 Development  
Attachment B – Public Correspondence

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING NEW CHAPTERS 30.93, 24.66, 23.07; AMENDING CHAPTERS 30.75, 30.10, 30.11, 30.12, 30.13, 30.14, AND 30.15 OF THE CITY OF DEL MAR MUNICIPAL CODE, AND LOCAL COASTAL AMENDMENT (ZA22-003/A22-001/LCPA22-003) ESTABLISHING THE PROCEDURES AND OBJECTIVE STANDARDS FOR THE DEVELOPMENT OF TWO UNIT RESIDENTIAL DEVELOPMENT AND URBAN LOT SPLITS ON SINGLE DWELLING ZONED PROPERTIES IN ACCORDANCE WITH SENATE BILL 9**

WHEREAS, commonly referred to as “Senate Bill 9,” CA Gov. Code Sec. 66452 et seq. requires local agencies to ministerially process and review the development of two dwelling units, referred herein as “Two Unit Residential Development” on lots zoned for single dwelling units; and

WHEREAS, additionally, Senate Bill 9 requires local agencies to ministerially review “Urban Lot Splits”, which allow for the subdivision of a lot that is zoned for a single dwelling unit into two lots for the maximum development of two dwelling units on each resulting lot; and

WHEREAS, the proposed revisions to the Del Mar Municipal Code (DMMC) are necessary to make City’s regulations consistent with Senate Bill 9 and the Coastal Act. Senate Bill 9 limits the ability of local jurisdictions to impose subjective development standards on Two Unit Residential Development and Urban Lot Splits when the proposed projects meet certain development criteria; and

WHEREAS, the Design Review Board held a duly noticed special meeting to review the draft Objective Design Standards on December 14, 2022, and the Design Review Board provided feedback that necessitated revisions that are now incorporated into the Ordinance; and

WHEREAS, to implement these regulations a Local Coastal Program Amendment will require the certification by the California Coastal Commission; and

WHEREAS, the City posted, published, and mailed a Notice of Availability of the draft Local Coastal Amendment for public review on February 23, 2023, in accordance with California Code of Regulations Section 13515 requirements for public participation and agency coordination for Local Coastal Program Amendments: and

WHEREAS, on March 14, 2023, the Planning Commission held a duly noticed public hearing to review the proposed Zoning Code Amendments, Municipal Code Amendments, and Local Coastal Program Amendment related to the City’s new Senate Bill 9 regulations, at which time the staff report was presented, public testimony was

received, and the Planning Commission unanimously voted to continue the public hearing in order for staff to make revisions to the draft Ordinances; and

WHEREAS, the draft Ordinance has been undergoing refinement since 2021 and City staff has coordinated with California Coastal Commission staff, City Council's Housing Subcommittee, and the Design Review Board. At the March 14, 2023 Planning Commission meeting the C asked staff to take actions to increase public participation, as a result Staff revised the City's SB 9 informational website and included a Fact Sheet with a list of frequently asked questions, distributed newsletter articles, sent E-Notification of the review process and upcoming public hearings, and made announcements at the April 2023 Planning Commission and City Council meetings.

WHEREAS, the City posted, published, and mailed a Notice of Availability of the draft Local Coastal Amendment for public review on April 20, 2023, in accordance with California Code of Regulations Section 13515 requirements for public participation and agency coordination for Local Coastal Program Amendments; and

WHEREAS, on May 9, 2023, the Planning Commission held a second duly noticed public hearing to review the revisions made to the draft Ordinance and at which time the Planning Commission adopted Resolution No. PC 2023-02 recommending that the Del Mar City Council adopt an ordinance to amend Del Mar Municipal Code and Local Coastal Program; and

WHEREAS, the City Council of the City of Del Mar has determined that 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 65852.21(j) and 66411.7(n), because the adoption of an ordinance to implement SB 9 shall not be considered a project under Division 13 of the Public Resources Code. Pursuant to the exemptions listed above, Zone Code Amendment (ZA22-003), Municipal Code Amendment (A22-001) and Local Coastal Program Amendment (LCPA22-003) is hereby recommended to the City Council for approval; and

WHEREAS, Senate Bill 9 through its legislative mandates results in changed conditions that warrant additional zoning changes to Zone Code Amendment (ZA22-003) and the Ordinance reflects that cities are to ministerially process two dwelling unit development on single-unit-zoned lots or Urban Lot Splits on single-unit-zoned lots. The proposed Zone Code Amendment provides regulations to ministerially process SB 9 projects consistent with State law while ensuring objective standards preserve the community character of the City's single-unit-zoned neighborhoods and allows the City to mitigate any adverse impacts to coastal resources and public health; and

WHEREAS, Zone Code Amendment (ZA22-003) is necessary to implement State law and as such, the City Council has determined that Zone Code Amendments to

accommodate Senate Bill 9 to be in the interest of furtherance of public health, safety, comfort, convenience and general welfare, and will not adversely affect the established character of the surrounding neighborhoods, nor be injurious to other properties in the vicinity of the Two Unit Development or Urban Lot Splits. Furthermore, proposed objective development standards are consistent with California Building Code and California Fire Code regulations; and

WHEREAS, the Zone Code Amendment conforms to the general purpose, planned use, and intent of the adopted Community Plan, and any ordinance, regulation, or plan in effect that implements the Community Plan as identified in the below:

a. Community Development Element:

- i. Goal 3(A)(4) – Limit building height to two stories in all residential areas, prohibit three story facades, and encourage single story development in areas where two-story construction would be disruptive to neighborhood character and scale of development.
- ii. Goal 3(D)(1) – Protect existing moderate cost housing from unnecessary redevelopment to more expensive housing by maintaining strict floor area to lot area limitations.
- iii. Goal 3(F)(1) – Encourage harmonious development which is in scale with the character of existing development.

b. Housing Element:

- i. Goal #1 - Facilitate a Variety of Housing Strategies to Meet Housing Element Production Targets in a Way That Complements the Existing Character of the Community.
- ii. Goal #4 – Provide an Economically and Socially Diverse Balance of Housing Options that are Affordable for a Variety of Income Levels and Housing Needs.
- iii. Goal #6 – Ensure a Sustainable Approach to New Housing Opportunities that Protects the Quality of Life and Future of Del Mar.

Zone Code Amendment ZA22-003 establishes regulations that will implement Senate Bill 9 in conformance with the above-cited Community Plan Goals, Objectives, and Policies. The proposed Amendments include objective development standards that limit the height of a dwelling unit to 16 feet or one-story, which requires single story development within the single-unit-zoned neighborhoods. This will ensure development will not be disruptive to existing neighborhood character and scale while meeting the intent of State law.

Furthermore, units developed under the proposed Amendments are limited to 800-1,000 square feet, facilitating more affordably constructed units and increasing the variety of housing opportunities available for the community. Based on the intent of Senate Bill 9 to provide additional housing stock and increase housing options and opportunities for a diverse range of the population, the Ordinance provides that at least one primary unit will contain an affordability covenant that will run with the land and ensure affordability to very-low to low income households once the City's Inclusionary Housing Ordinance is amended.

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

### **SECTION ONE**

That a new Chapter of the Municipal Code be added 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 CA. Gov. Code Section 2. 66411.7.(commonly referred to as: SB 9) 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 because it may conflict with the California Coastal Act of 1976 or where the proposed development is located within a Severe Wildfire Hazard Area or Flood Zone. Finally, should this Chapter conflict with State law then State law will have precedence over the regulations contained in this Chapter.

**30.93.020 - Definitions.**

*Senate Bill 9 (SB 9)* means a state law passed by the California State Senate and approved by the Governor on September 16, 2021. The legislation amends Government Code Section 66452.6 and adds Government Code Sections 65852.21 and 66411.7.

*Senate Bill 9 (SB 9) Development Project* means a project proposing the development of Two Primary Dwelling Units and/or an Urban Lot Split pursuant to SB 9.

*Two Unit Residential Development* means a proposed SB 9 housing development that includes no more than two residential units developed on one lot that is currently zoned as single residential. And where two primary dwelling units are each designed with separate and fully functioning: Living, sleeping, eating, cooking, and as amenities and connected to sanitation and other utilities. The residential units must be independent living structures used by one or more persons, and where neither unit requires the use of the other unit's living amenities or utilities.

*Urban Lot Split* means a parcel map subdivision that creates no more than two new parcels of approximately equal lot area, but in no case smaller than 40 percent of the other subject lot, and where both lots meet the requirements of this Chapter and Chapter 24.66. Both newly created parcels are to be no smaller than 1,200 square feet.

*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 65852.2, or a junior accessory dwelling unit as defined in Government Code Section 65852.22.

*Acting in Concert with the Owner* means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

**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, R1-10B, R1-5, R1-5B), except as prohibited per Section (B).
- 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. Proposed development is located on a lot that is either prime farmland or farmland of statewide importance, as defined pursuant to United States of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.
2. Proposed development on lots containing wetlands or their buffers, as defined by 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. Coastal Bluff Overlay Zone
  - b. Bluff, Slope, and Canyon Overlay Zone
  - c. Lagoon Overlay Zone
  - d. Open Space Overlay Zone
  - f. Historic Preservation Overlay
4. Proposed development on a lot that falls entirely or partially within a mapped Special Flood Hazard Area identified on the 2019 FEMA Flood Insurance Rate Map or as revised ("FIRM").
5. Consistent with existing codes, proposed development on a lot that falls entirely or partially within a mapped Very High Fire Hazard Severity Zone and does not have at least two emergency evacuation routes, an evacuation map specific to the parcel, or that cannot otherwise be mitigated to avoid loss of human life.

6. Proposed development on a lot within a delineated earthquake fault zone as determined by the State Geologist in adopted maps published by the California State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.
7. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
8. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Government Code Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
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 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. Proposed development that requires the demolition of more than 25 percent of the existing exterior structural walls of a dwelling unit unless the existing unit has not been occupied by a tenant in the last three years from the date of application submittal. Dwelling units not occupied by a tenant in the last three years from the date of application submittal shall be limited to a maximum 50 percent demolition of existing exterior structural walls.
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. 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. On sites that have been established through prior entitlement of an Urban Lot Split; or when the owner of a parcel being subdivided and any person acting in concert with the owner, has previously subdivided an adjacent parcel using an Urban Lot Split as provided for in this Chapter.
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, and impediments to public recreation.

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

- A. An applicant seeking to utilize the provisions of this Chapter may 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:

1. Inconsistency with the zoning ordinance or general plan land use designation.
2. The eligibility to claim a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

**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 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. The maximum permitted density shall be two dwelling units per lot. Units developed subject to this Section shall not be separately conveyed.
  2. The dwelling units may be attached to or detached from one another, provided that the structure(s) meet building code safety standards.
  3. Individual dwelling units developed in accordance with this Chapter shall not exceed a range of 800-1,000 square feet, as further defined in Section 30.93.050(A)(6)(b) of this Chapter.
  4. Dwelling units developed in accordance with this Chapter shall be one-story and shall not exceed 16 feet in height, as measured pursuant to DMMC Section 30.04.080 (a), Excluded features are any new roof decks or balconies located upon a new structure.
  5. Basements, as defined by DMMC Section 30.04.020 (c), are not permitted.
  6. Setbacks:
    - a. An existing accessory building structure may be converted to a dwelling unit regardless of its existing location with respect to the property line. A new dwelling unit that is constructed in the same location and to the same dimensions as an existing accessory building structure may continue to observe the same setbacks as the structure it replaced.
    - b. New primary dwelling unit structures that comply with the setbacks of the base zone and the minimum six-foot building separation per DMMC Section 30.86.200 (I). 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. New dwelling unit structures must comply with the front and street side yard setbacks of the base zoning designation.
  7. Dwelling units, including exterior building features and accessory structures must comply with the Objective Design Standards pursuant to Chapter 23.07. Dwelling units, exterior building features and accessory structures that are not consistent with Chapter 23.07 and are not otherwise required by the California Building Code for a dwelling unit shall be subject to the objective requirements of Design Review in accordance with Chapter 23.08.

8. Parking:
  - a. One parking space is required for each unit created pursuant to this Chapter, unless the parcel upon which the unit is within one-half mile walking distance of a high-quality transit-corridor, as defined in Public Resources Code Section 21155, or a major transit stop, as defined in Public Resources Code Section 21064.3, or there is a car share vehicle located within one block of the project. The required parking spaces may be enclosed or unenclosed.
  - b. In order to ensure continued and to ensure that all coastal access remains unimpeded to all members of the public, 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 California Coastal Act. The new parking space(s) may be covered or uncovered.
  - c. Unenclosed or enclosed parking spaces shall not be located within required setback areas and shall be located on an improved surface such as but not limited to paving, hardscape, or decomposed granite. If an applicant cannot comply with this requirement due to physical site constraints, the applicant shall provide all necessary information required by the City to reasonably demonstrate that it is infeasible to provide the required parking outside of the required setback area.
  - d. The design of parking spaces shall comply with DMMC Section 30.80.060.
- B. Accessory dwelling units consistent with Government Code Section 65852.21 and Section 65852.2 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. A lot that utilizes the provisions of this Section shall be limited to residential uses only.

2. Rental of units shall be for a term more than thirty (30) consecutive days. Rentals of 30 days or less are prohibited. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one 31-day period occupancy by the same tenant or related tenant.
3. Upon the occurrence of inclusion of these requirements into and consistent with DMMC Title 24, at least one of the primary dwelling units in a Two Unit Residential Development 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 ensuring continued affordability of the units consistent with this Chapter and shall remain in place for not less than 55 years.

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

- A. A parcel located in single dwelling unit zone(s) that meet the applicability criteria set forth in Section 30.93.020, shall be permitted to subdivide an existing lot into no more than two separately conveyable lots, herein referred to as an “Urban Lot Split,” by the owner submitting an application for an Administrative Coastal Development Permit in accordance with Section 30.75.080(E) and a Parcel Map in accordance with Chapter 24.66, without the requirement of a public hearing. Only legally established lots subdivided through an Urban Lot Split are allowed to be separately conveyed. Individual dwelling units located within a SB 9 lot split shall not be conveyed or sold separately.
- B. The proposed Urban Lot Split shall comply with the requirements in Chapter 30.75 applicable to processing of an Administrative Coastal Development Permit.
- C. The Director of Planning and Community Development shall approve, conditionally approve, or deny an Urban Lot Split within 50 days after the tentative map has been deemed complete.
- D. Urban Lot Splits shall be limited to a maximum of two dwelling units per each lot. Lots subdivided under an Urban Lot Split are not eligible for Accessory Dwelling Units or Junior Accessory Dwelling Units. For Urban Lot Splits that contain existing Accessory Dwelling Units or Junior Accessory Dwelling Units onsite, those units shall be considered a dwelling unit for the purposes of this Chapter.
- E. New construction for Two Unit Residential Development on lots created under an Urban Lot Split shall comply with the objective development standards contained within the underlying zoning designation, Section 30.93.50, and Chapter 23.07.

- F. A lot that utilizes the provisions of this Section shall be limited to residential uses only. The dwelling units shall not be rented for less than 30 days. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one 31-day period occupancy by the same tenant or related tenant.
- 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. The record owner shall reside in one of the dwelling units on either of the lots created by the Urban Lot Split as their primary residence for a minimum of three years from the date of approval of the Urban Lot Split. This requirement shall not apply to an applicant that is a “community land trust,” as defined in California Revenue and Taxation Code Section 402.1(a)(11)(C)(ii) or is a “qualified nonprofit corporation” as described in California Revenue and Taxation Code Section 214.15.
  2. Rental of units shall be of a term of more than 30 consecutive days or less are prohibited. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one 31-day period occupancy by the same tenant or related tenant.
  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, 66411.7, and 65852.2.
  4. Any subsequent Urban Lot Split of land that was previously subdivided by an Urban Lot Split shall be prohibited.
  5. Upon the occurrence of inclusion of these requirements into and consistent with DMMC Title 24, at least one of the approved units on each subdivided lot shall be subject to this Chapter and 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 ensuring continued affordability of the units consistent with this Chapter and shall remain in place for not less than 55 years.

**30.93.070 – Severability.**

Should a court of competent jurisdiction determine that these regulations are void or if certain terms or provision are voided, then those regulations shall either become void in their entirety or where the courts have determined that certain terms or provision are void by operation of the law then those terms and provisions shall have no force or effect.

**SECTION TWO**

That a new Chapter of the Municipal Code be added as follows:

**Chapter 24.66 – Urban Lot Split.**

**24.66.010 - Urban Lot Split Requirements.**

Every applicant proposing an Urban Lot Split (in accordance with Government Code Sections 66452.6, 65852.21, and 66411.7) shall submit a tentative parcel map that complies with the procedures and requirements contained in this Chapter, Chapter 30.93, and the submittal of an application for an Administrative Coastal Development Permit in accordance with Chapter 30.75.

**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. The provisions of Section 66445 of the Subdivision Map Act.
- B. Contain a definite description of the land subdivided by references to recorded deeds, deed restrictions, recorded maps and official United States surveys. Reference to tracts, recorded deeds and recorded maps shall be clearly defined, worded consistently with officially recorded records, and show the book and page of records and related map numbers.
- C. Show the basis of bearings used, the relationship of said bearings to the true meridian, and the north arrow of said map shall appear on each street thereof.
- D. Show a solid line separating private ways, easements and other rights-of-way not to be accepted as public streets and shown on said map from public streets, and clearly designate their nature and the manner in which the right is reserved or granted.
- E. Each tentative map shall depict all contiguous property owned by the subdivider and shall contain the following information:

1. Name and address of the owner whose property is proposed to be subdivided and the name and address of the subdivider.
2. Name and address of registered civil engineer or licensed surveyor, who prepared the map.
3. North arrow.
4. Scale.
5. Date of preparation.
6. The location, width and proposed names of all streets within the boundaries of the proposed subdivision and approximate grades thereof and point of access from each lot.
7. Locations and width of alleys.
8. Names, location and width of adjacent streets.
9. Lot lines and approximate dimensions and numbers of each lot.
10. Approximate location and width of watercourses of areas subject to inundation from floods, and location of structures, irrigation ditches and other permanent features.
11. Approximate contours at two-foot intervals.
12. Approximate location of existing buildings and permanent structures.
13. Location of all major vegetation showing size and type.
14. Legal description of the exterior boundaries of the subdivisions.
15. Width and location of all existing and proposed public or private easement, for example utilities and bicycle paths.
16. Classification of lots as to be intended residential, commercial, industrial or otherwise.
17. Location of railroads and rights-of-way.
18. Approximate radii of curves.
19. Any proposed phasing by units.
20. Number of units to be constructed when a condominium or community apartment project is involved.

21. At the time a vesting tentative map is filed, it shall have printed conspicuously on its face the words "Vesting Tentative Map."
  22. Locations of existing structures within the subdivision and structures outside the subdivision but within 25 feet of the subdivision boundaries.
- F. Shown either on the proposed tentative map or an accompanying document shall be the information regarding the following matters:
1. Source of water supply.
  2. Type of street improvement and utilities which the subdivider proposes to install.
  3. Proposed method sewage disposal, including location of facilities.
  4. Proposed storm water sewer or other means of drainage, including the location of such facilities.
  5. Protective covenants to be recorded.
  6. Proposed tree plantings.
  7. Landscaping and irrigation conceptual plans.

**24.66.30 - Application.**

- A. A subdivider applying for an Urban Lot Split shall file a completed application with the Planning Division, together with copies of a tentative parcel map. An applicant for an Urban Lot Split shall sign and submit with the application an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval of the Urban Lot Split; or if new development is proposed for a Two Unit Residential Development, from the date when the Planning and Community Development Department issues its final occupancy permit.
- B. The Planning and Community Development Department and City Engineer shall not accept an application or map for processing unless the Department finds that the Urban Lot Split is consistent with the applicable zoning provisions, State law, and that all approvals and permits required by the City zoning provisions for the project have been approved.

- C. The Planning and Community Development Department shall not accept an application or map for an Urban Lot Split unless it is submitted together with an Administrative Coastal Development Permit in accordance with Chapter 30.75.
- D. Notwithstanding the provision of subsection B of this section, an Urban Lot Split may be processed concurrently with documents, permits, or approvals required by the zoning provisions, if the applicant first waives the time limits for processing, approving, or conditionally approving or disapproving an Urban Lot Split provided by this chapter or the Subdivision Map Act.

**24.66.40 - Information to be filed with Urban Lot Split Map.**

Such information as may be prescribed by the rules and regulations approved by the City Council and such additional information as the City Engineer may find reasonably necessary with respect to any particular case to implementing provisions of this Chapter and shall accompany the Urban Lot Split at the time of submission, including a certificate of an engineer or land surveyor in accordance with Section 66449 of the Subdivision Map Act.

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

- A. The Urban Lot Split shall comply with all applicable objective requirements of the Subdivision Map Act, except as provided by Government Code Section 66411.7; and the following shall be required as determined by the City Engineer:
  - 1. Easements for the provision of public services and facilities.
  - 2. Both lots shall provide primary vehicular access to and from a public street.
  - 3. Panhandle lots or easements to access the proposed lot shall be a maximum of 20 feet.
- B. Offsite improvements fees, directly related to an Urban Lot Split, may be imposed to make the subdivision function properly and ensure its feasibility, such as but not limited to requiring the construction of: Driveways, curbs, gutters, or sidewalk improvements as reasonably determined by the City Engineer.
- C. Urban Lot Splits shall be limited to a maximum of two dwelling units on each lot. Lots subdivided under an Urban Lot Split are not eligible for additional Accessory Dwelling Units or Junior Accessory Dwelling Units if the lot contains existing Accessory Dwelling Units or Junior Accessory Dwellings. Those existing accessory dwelling units shall be considered dwelling units for the purposes of this Chapter.

- D. Development of dwelling units proposed on lots created by an Urban Lot Split shall comply with all applicable objective standards contained within the underlying zoning designation, objective subdivision standards, and Objective Design Standards in Chapter 23.07. However, applicable objective standards may be reduced if the standards would have the effect of physically precluding the construction of two, 800-square-foot, dwelling units on each resulting parcel created pursuant to this chapter. In no case shall such accommodation conflict with the minimum lot requirements per the Subdivision Map Act.
- E. Urban Lot Splits shall comply with Chapter 24.21 – Dedication: Affordable Housing Mitigation.
- F. The minimum lot area and minimum lot dimension regulations of the base zone shall be waived and replaced with the following regulations:
  - 1. The two parcels created shall be approximately equal in size, provided that one lot shall not be any smaller than 40 percent of the lot area of the original lot.
  - 2. The two lots shall be no smaller than 1,200 square feet in lot area for each lot.
  - 3. New unit sizes shall not be greater than 800 square feet. Maps shall show the footprints of existing and proposed structures.
- G. Dwelling units constructed on a lot subdivided by an Urban Lot Split shall be subject to and comply with the objective development standards specified in the underlying zoning designation, Chapter 30.93, and Chapter 23.07.
- H. A lot may not utilize the Urban Lot Split provisions of this Chapter and Chapter 30.93 if any of the following apply:
  - 1. The lot was established through a prior Urban Lot Split in accordance with this Section.
  - 2. The record owner or any person acting in concert with the record owner has previously subdivided an adjacent lot using an Urban Lot Split in accordance with this Section.
- 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. The record owner shall reside in one of the dwelling units on either of the lots created by the Urban Lot Split as their primary residence for a minimum of three years from the date of approval of the Urban Lot Split. This requirement shall not apply to an applicant that is a “community land trust,” as defined in California Revenue and Taxation Code Section 402.1(a)(11)(C)(ii) or is a “qualified nonprofit corporation” as described in California Revenue and Taxation Code Section 214.15.
  2. Rental of units shall be of a term of more than 30 consecutive days or less are prohibited. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one 31-day period occupancy by the same tenant or related tenant.
  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, 66411.7, and 65852.2.
  4. Any subsequent Urban Lot Split of land that was previously subdivided by an Urban Lot Split shall be prohibited.
- 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, R1-10B, R1-5, R1-5B), except as prohibited per Section (I).
- 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. Proposed development is located on a lot that is either prime farmland or farmland of statewide importance, as defined pursuant to United States of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or

designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

2. Proposed development on lots containing wetlands or their buffers, as defined by 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. Coastal Bluff Overlay Zone
  - b. Bluff, Slope, and Canyon Overlay Zone
  - c. Lagoon Overlay Zone
  - d. Open Space Overlay Zone
  - f. Historic Preservation Overlay
4. Proposed development on a lot that falls entirely or partially within a mapped Special Flood Hazard Area identified on the 2019 FEMA Flood Insurance Rate Map or as revised ("FIRM").
5. Consistent with City codes, proposed development on a lot that falls entirely or partially within a mapped Very High Fire Hazard Severity Zone and does not have at least two emergency evacuation routes, an evacuation map specific to the parcel, or that cannot otherwise be mitigated to avoid loss of human life.
6. Proposed development on a lot within a delineated earthquake fault zone as determined by the State Geologist in adopted maps published by the California State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards

Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

7. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.
8. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Government Code Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
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 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. Proposed development that requires the demolition of more than 25 percent of the existing exterior structural walls of a dwelling unit unless the existing unit has not been occupied by a tenant in the last three years from the date of application submittal.
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 must 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 but shall not use both. In either case, each resulting lot shall not contain more than two units and each proposed primary unit must be no more than 800 square feet in floor area.

12. On sites that have been established through prior entitlement of an Urban Lot Split; or when the owner of a parcel being subdivided and any person acting in concert with the owner, has previously subdivided an adjacent parcel using an Urban Lot Split as provided for in this Chapter.
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, and impediments to public recreation.

**24.66.060 - Grading Plan.**

There shall be filed with an Urban Lot Split a grading plan showing any grading proposed for the creation of building sites within the subdivision or for construction of improvements to serve the subdivision. The grading plan together with the original topographical contours must be shown on the tentative map for an Urban Lot Split. This plan shall indicate approximate earthwork volumes of proposed excavation and filling operations. In the event no such grading is proposed, a statement to that effect shall be filed with the tentative map.

**24.66.070 - Preliminary Title Report.**

There shall be filed with the tentative map a current preliminary title report for the property being subdivided.

**24.66.080 - Planning and Community Development Director – Duties.**

The Planning and Community Development Director is authorized and directed to carry out the following duties concerning applications for Urban Lot Split under this chapter which include the following:

- A. Obtain the recommendations of other City departments, or other governmental agencies as may be deemed appropriate or reasonably necessary by the City Engineer in order to carry out the provision of this chapter; and
- B. Consider all recommendations and the results of all investigations and ministerially approve or disapprove the application.

**24.66.090 - Consideration of Urban Lot Split Map – Notice of Decision.**

Within 50 calendar days after a complete application for an Urban Lot Split Map is filed, the Director of Planning and Community Development shall ministerially approve or disapprove such map. The time limit specified in this section may be extended by mutual consent of the applicant and the city. If the Urban Lot Split is disapproved, the reasons therefore shall be stated in the notice of disapproval.

**24.66.100 - Revised Urban Lot Split.**

- A. Where an applicant proposes to revise or alter a submitted proposed Urban Lot Split application for which a tentative map has been previously approved by the Director of Planning and Community Development, the applicant may file with the Planning Department a revised Urban Lot Split application including the payment of established fees.
- B. A revised tentative map for an Urban Lot split shall conform to the following requirements:
  - 1. The proposed subdivision shown on such map shall generally conform to the street and lot pattern shown on the approved tentative map.
  - 2. The proposed subdivision shown on such map shall include only one contiguous area consisting of all or a portion of the subdivision shown on the approved tentative map together with such additional land, if any, as the subdivider desires to include.
  - 3. The revised tentative map shall contain all of the information required on previously approved tentative map and shall be accompanied by such data as is required to be filed with the proposed new tentative map.
  - 4. A revised tentative map shall be filed with the City within 24-months from the final approval of the previous tentative map. Extension of time must be requested by the applicant to the Director of Planning and Community Development prior to the expiration of the 24-month map revision timeframe. Extensions of time are at the sole discretion of the Director of Planning and Community Development.
  - 5. Upon the filing of a revised tentative map and payment of the prescribed fees, such revised tentative map shall be treated in all respects as an original tentative map and shall be reported on, approved, conditionally approved, or disapproved, in the same manner as the previously approved tentative map, provided, however, that the applicant shall have 12 months from the approval or conditional approval of the original tentative map within which to obtain final map approval, unless such period is extended pursuant to this Chapter, in which case, the applicant shall obtain final map approval within the period of any such extension.

**24.66.110 - Disapproval of Urban Lot Split.**

The Director of Planning and Community Development shall not approve an Urban Lot Split under the following circumstances:

- A. Based on a preponderance of the evidence that the proposed subdivision would have a specific, adverse impact upon public health and safety, coastal resources, or the physical environment (including but not limited to sensitive coastal resources and public access) and where there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- B. The land proposed for subdivision is a lot or parcel which was part of an Urban Lot Split that the City previously approved.
- C. The subdivision proposes creation of more than two lots or more than two units per lot.
- D. If the Urban Lot Split does not meet the requirements of this Chapter or that all approvals or permits required by this Chapter for the project have not been issued.
- E. Failure to comply with applicable, objective requirements of the Subdivision Map Act and this Chapter.

**24.66.120 - Expiration/Extension of Urban Lot Split.**

The expiration of the Urban Lot Split shall be in accordance with Government Code Section 66452.6 or as revised and the following:

- A. A tentative map shall expire 24 months after its approval or conditional approval.
- B. Upon application received by the Planning Department at least 60 days prior to the expiration of the tentative map, the Director of Planning and Community Development, at their sole discretion, may extend the time of expiration for a period or periods not to exceed six years.

**24.66.130 – Transmittal of Urban Lot Split to County Recorder.**

Upon the approval of an Urban Lot Split by the Director of Planning and Community Development, the applicant or its agent shall transmit the map to the San Diego County Recorder's Office and ensure the timely recording of the Tentative Map. An Urban Lot Split subject to Section 66493 of the Subdivision Map Act shall be processed in compliance with Government Code Section 66464(b).

**24.66.140 – Severability.**

Should a court of competent jurisdiction determine that these regulations are void or if certain terms or provision are voided, then those regulations shall either become void in their entirety or where the courts have determined that certain terms or provision are void by operation of the law then those terms and provisions shall have no force or effect.

**SECTION THREE**

That a new Chapter of the Municipal Code be added as follows:

**23.07 - Objective Design Standards for Residential Development**

**23.07.010 – Purpose**

- A. In response to a declared housing crisis, the State of California established various mandates in State Housing law that require streamlining of permit applications through an administrative process at the city level, including limitations that require objective design standards for certain types of housing development.
- B. The purpose of this Chapter is to set forth the City’s objective design standards where the City is precluded by State law from applying discretionary design review and other permit approval processes identified in Chapter 23.08.
- C. The intent of this Chapter is to facilitate the permitting process for proposed housing development consistent with State law and to implement the City’s Community Plan (General Plan) in a manner that harmonizes adopted local policies with State law.

**23.07.020 – Applicability and Process for Approval**

- A. All residential development referred to in this Chapter shall be processed in accordance with a ministerial permit approval process and reviewed without discretionary review or public hearings.
- 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 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), the stricter objective standard shall apply.

- D. Chapter 23.07 shall not apply to proposed Accessory Dwelling Units, which are subject to review and processing in accordance with Chapter 30.91.

### **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 California Coastal Act of 1976 and determine if other feasible siting locations reduce impacts environmentally sensitive coastal areas. Additionally, the project may be denied if it will endanger public health or safety or create an unmitigable adverse impacts to the physical environment. At which time the City will produce written findings to the applicant based on the preponderance of evidence that the project will have unavoidable impacts to the public’s health and safety, coastal resources, or the physical environment.
- B. An exterior wall heater and/or air conditioning unit is permitted for a dwelling unit proposed under this Section. Any additional mechanical equipment or exterior building features that are not otherwise required by this Section, Chapter 30.93, or the California Building Code shall be subject to Administrative Design Review in accordance with Section 23.08.035.
- C. To remove, destroy, or move a Protected Tree as defined in Section 23.50.020 to accommodate the construction for a Two Unit Residential Development project shall be subject to the requirements contained in Chapter 23.50.

**TABLE A**  
**SB 9 – OBJECTIVE STANDARDS FOR RESIDENTIAL DEVELOPMENT**

<p><b>A. Window Placement</b></p>	<p>1. Windows shall be located so that sight lines maximize privacy and avoid direct views into neighboring homes. The following shall be employed:</p> <ul style="list-style-type: none"> <li>a) Sizing and placing of windows shall be offset or stagger the window placement from neighboring windows.</li> <li>b) When staggering or offset of windows cannot be achieved, obscured or opaque window glass, clerestory windows, or windows with higher sills shall be used.</li> </ul>
<p><b>B. Neighborhood Compatibility &amp; Setbacks</b></p>	<p>1. Front setbacks of new homes shall relate to those on adjacent parcels. In cases where setbacks along a street front are uniform, new development shall match those setbacks unless this standard would preclude the construction of a unit size of less than 800 square feet, and in this case, shall conform to the required minimum front and side setback.</p> <p>2. When adjacent lots have nonconforming front yard setbacks, the new development shall conform to the required minimum front yard setback.</p> <p>3. When front yard setbacks are varied in the neighborhood, new homes shall be made to locate the new home with an average setback of the two existing adjacent homes, unless this standard would preclude the construction of a unit size of less than 800 square feet, and in such case, shall conform to the required minimum front setback. No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.</p> <p>4. Outdoor speakers, televisions or other permanent electronic entertainment features with a mechanically or electronic generated noise are prohibited.</p> <p>5. Exterior HVAC or other mechanical equipment shall be fully screened from view from a public right-of-way or adjacent property and located in a manner that would achieve compliance with the maximum allowed decibel levels of Chapter 9.20 – Noise Regulations.</p> <p>6. HVAC units and other mechanical equipment shall be ground-mounted only. HVAC units and associated screening equipment shall be a minimum of four feet from a side or rear property line. Encroachment</p>

	<p>of a HVAC or mechanical equipment within a front yard or street side yard setback area is prohibited.</p> <p>7. Rooftop decks and balconies are prohibited.</p> <p>8. Attached fireplaces and chimneys shall not project into any required yard setback area. A chimney shall be limited to the minimum height necessary to comply with the California Building Code.</p> <p>9. No part of the dwelling unit, including eaves, cantilevered portions of a dwelling unit, or overhangs shall encroach into a four-foot side and rear setback.</p> <p>10. On a site already developed with an existing unit, the new unit shall be designed and constructed to match the existing paint color and exterior building materials, including but not limited to siding, windows, doors, roofing, light fixtures, hardware, and railings.</p> <p>11. When two new units are proposed, the units shall be constructed using the same architectural style, exterior building materials, colors and finishes.</p> <p>12. The project shall comply with the Floor Area Ratio (FAR) and Lot Coverage of the underlying Zone if it is feasible to do so and comply with the rights provided by SB 9.</p> <p>13. No patio shall be permitted as a feature within a required front yard, street-side yard, or required yard that is four feet or less from the property line.</p> <p>14. A new unit shall not be located in an area designated as a public scenic view in the certified Local Coastal Program.</p>
<p><b>C. Public Safety and Environmental Protection- Hillside Development &amp; Grading</b></p>	<p>1. To protect coastal resources and reduce wildfire impacts, homes shall not be located at the crest, ridgeline, or the top of a hill. Homes shall not project above the peak of the ridgeline.</p> <p>2. To protect public health and safety, when feasible, utilize a 20-foot setback from the top of slope and a 10-foot setback from the bottom of a substantially steep slope, which are slopes that exceed 25 percent grade (see DMMC Chapter 30.52) for the design and placement of homes to maintain the natural topography and minimize grading.</p> <p>3. Excavation or grading onto a 4:1 slope shall be prohibited.</p>

	<p>4. Grading shall be limited to the area required for the structure. Any grading outside of the structure shall be subject to the requirements and procedures contained within Chapter 23.33 – Land Conservation Permit.</p>
<p><b>D. Retaining Walls and Fencing</b></p>	<p>1. All objective standards for fences contained within Section 30.86.090 – Fences/Retaining Walls apply.</p> <p>2. Retaining walls outside of the building footprint shall be at least four feet from a building wall and shall be fully landscaped and/or provide for a walkway adjacent to the home.</p> <p>3. The distance between two terraced retaining walls shall be, at the minimum, the average of the height of the two walls. Retaining walls shall not exceed four feet in height. The horizontal area between two retaining walls shall be vegetated.</p> <p>4. Retaining walls, block walls, and planters shall be designed with stone, native, or natural appearing materials such as, but not limited to, split face or stone veneer and shall not be unfinished concrete masonry units (CMU) block.</p> <p>5. Fences and walls shall follow the natural site topography.</p> <p>6. Retaining walls shall be earth tone colors that match the surrounding natural hues of the hillsides. Use of colors that contrast with the surrounding natural terrain such as white are prohibited. Earth tone is defined as a color scheme that draws from a color palette of browns, tans, warm grays, and greens. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees, and rocks.</p> <p>7. Any perimeter fencing on hillside properties shall be visually open with the use of split rail, picket post, or cable.</p> <p>8. Chain-link fencing is prohibited unless it can be fully screened from view with landscaping or is not visible from the public right-of-way or adjacent properties. If chain-link is proposed, it shall be vinyl coated in black or other dark color that matches the natural terrain.</p>
<p><b>E. Hardscape &amp; Access to Public Right-Of-Ways</b></p>	<p>1. Access to parking areas shall have one unobstructed, permanently surfaced driveway not less than 10 feet in width. Said driveway width shall not exceed a total maximum of 20 feet along all abutting street lines.</p>

	<p>2. Hardscape shall not exceed 50 percent of the front yard and street side setback, including driveways and pedestrian walkways.</p> <p>3. Line of sight shall be retained in accordance with Engineering standards. No wall, structure, plant material, or other object that exceeds 42 inches shall be erected or placed within a triangular area formed by measuring 10 feet from an intersecting driveway, street, or alley in a manner as to obstruct or impede vision for automobiles.</p> <p>4. Existing vehicular access and curb cuts shall remain in the existing locations and may be redesigned only if this standard would preclude the construction of a unit less than 800 square feet.</p> <p>5. Unenclosed, on-site parking shall be located outside of a required side, street side yard and front yard setback.</p> <p>6. Circular driveways are prohibited.</p>
<p><b>F. Water Resource Protection-Landscape and Vegetation</b></p>	<p>1. New construction shall not be located within the dripline of an environmentally “Protected Tree” as defined in Chapter 23.50.</p> <p>2. Trees shall not be planted in a columnar manner. New trees shall be a minimum 24-inch box size and new shrubs shall be a minimum 5-gallon size.</p> <p>3. All landscaping shall be drought tolerant and California native plants.</p> <p>4. All proposed landscaping shall comply with Chapter 23.60 - Water Efficiency Landscape Ordinance (WELO).</p>
<p><b>G. Architectural Features and Articulation</b></p>	<p>1. Four-sided (360-degree) architecture shall be incorporated on all building elevations, which include, but are not limited to, variation in massing, roof forms, wall planes, materials, and surface articulation. Material and color changes shall occur at intersecting planes and shall not occur at the outside corners of structures.</p> <p>2. Units shall have an identifiable main entry when approached from the street. Garage doors shall not be the main entry feature. Sliding, retractable, or accordion style doors shall not be used for the main entry of a home.</p> <p>3. Exterior materials shall be siding, stucco, brick, stone, or other similar materials and shall be in an earth tone color. Board-formed, non-colored,</p>

	<p>concrete, and stained wood with proper fire assemblies may be used for accent walls.</p> <p>4. The maximum allowed enclosed or partially enclosed non-converted garage space shall be limited to 10 feet wide by 20 feet long.</p> <p>5. If an attached garage is proposed, the garage shall be setback five feet from the façade of the proposed dwelling unit.</p> <p>6. Garage doors shall be recessed a minimum of two inches from the face of the garage.</p> <p>7. Wall and roof planes on each elevation must be varied at a minimum of every 20 feet with a projection, offset or recess of the building of at least one foot in depth.</p> <p>8. Dwelling units shall be one-story and a maximum 16 feet in height. Dwelling units shall have a maximum 10-foot plate height.</p> <p>9. Sloped roof materials shall be 30-year minimum composition shingle, tile, natural slate or standing seam metal in a non-reflective color. Flat roofs shall utilize non-reflective materials and colors.</p> <p>10. All vents, downspouts, flashing, and electrical conduit shall match the color of the dwelling.</p> <p>11. Development that requires the demolition of an existing dwelling unit shall be limited to 50 percent demolition of the existing exterior structural walls for dwelling units not occupied by a tenant in the last three years.</p>
<b>H. Lighting and Screening</b>	<p>1. All exterior lighting shall be fully shielded with shut off controls or sensors, timers, or motion detectors. Shielded up lighting and fixtures with an adjustable aiming angle are prohibited.</p> <p>2. Exterior building lighting shall be limited to the minimum necessary for compliance with Building Code requirements.</p> <p>3. All exterior lighting proposed, including fixtures and sources shall be certified Dark Sky Friendly by the Fixture Seal of Approval program of the International Dark-sky Association, or be comparable in terms of fixtures that minimize glare, reduce light trespass, and do not pollute the night sky.</p>

	<p>4. Glass walls (any wall plane consisting of more that 75 percent opaque or transparent glazed surface) that are visible from neighboring homes are prohibited.</p> <p>5. The lamp color or color temperature for all lighting shall be limited to a maximum 2,700 kelvin.</p> <p>6. Skylights shall be tinted to prohibit the escape of light from inside the unit.</p>
<p><b>I. Screening</b></p>	<p>1. Roof penetrations such as stacks, vents, and other roof-mounted equipment shall be located away from view from the public right-of-way. All flashing, sheet metal, vents, and pipe stacks shall be painted to match the adjacent roof or wall material.</p> <p>2. Areas for trash containers shall be incorporated into the building design and located within a garage or fully screened from the public view with walls and landscaping and a lid if the top of the trash bins is not fully covered by the walls. Trash container storage shall be located at the rear or the interior side yard of a property if not located within a garage.</p> <p>3. Foundations and undersides of structures shall be fully screened with compatible materials and colors of the home.</p> <p>4. Mechanical equipment such as backflow preventers shall be screened from public view if located in the front or street side yard setback.</p> <p>5. All ground mounted mechanical equipment shall be completely shielded to eliminate noise and screened from view by adjacent properties by use of a wall, view-obscuring fencing and/or landscaping, or enclosed within a building. Screening walls shall be designed to be architecturally consistent with the building design and materials.</p>

**SECTION FOUR**

That Municipal Code Chapter 30.74 be amended as follows:

**Chapter 30.75 (Coastal Development Permits)**

**30.75.080 – Coastal Development Permits Issued by the City—Issuing Authority, Public Hearing Required.**

A. through D. [No change]

- E. The Director of Planning and Community Development shall serve as the Issuing Authority to render a determination on applications for Coastal Development Permits for the following:
1. Projects which qualify for Administrative Design Review pursuant to the provisions of this Title.
  2. Applications for Lot Line Adjustments and/or Certificates of Compliance.
  3. An application for an Accessory Dwelling Unit in accordance with Subsection 30.91.030.D.5. that is not otherwise exempt from a Coastal Development Permit.
  4. Development applications for by-right multiple dwelling units are to be in accordance with the Housing Element Implementation Overlay Zone pursuant to Chapter 30.92.
  5. An application for an Urban Lot Split or construction of a Two Unit Residential Development in a single dwelling unit zone in accordance with Chapter 30.93 and Chapter 24.66.

F. [No change]

## **SECTION FIVE**

That Municipal Code Chapter 30.10 be amended as follows:

### **Chapter 30.10 (Very Low Density Residential (R1-40))**

#### **30.10.030 – Allowable Uses.**

The allowable uses in the R1-40 Zone are:

- A. A single dwelling unit on each building site; and
- B. An Accessory Dwelling Unit that meets the requirements in Section 30.91.040, or a Junior Accessory Dwelling Unit that meets the requirements in Section 30.91.050.
- C. A Small Community Care Facility on each building site.
- D. Two Unit Residential Development pursuant to Chapter 30.93.

#### **30.10.070 – Development Standards.**

- A. [No change]

B. Lot Dimensions.

1. Minimum lot size: 40,000 square feet.
2. Minimum street frontage: 20 feet.
3. Minimum lot width: 75 feet.
4. Minimum lot depth: 100 feet.
5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66.

C. [No change]

**SECTION SIX**

That Municipal Code Chapter 30.10 be amended as follows:

**Chapter 30.11 (Modified Low Density Residential (R1-14))**

**30.11.030 – Allowable Uses.**

The allowable uses in the R1-14 Zone are:

- A. A single dwelling unit on each building side; and
- B. An Accessory Dwelling Unit that meets the requirements in Section 30.91.040, or a Junior Accessory Dwelling Unit that meets the requirements in Section 30.91.050.
- C. A Small Community Care Facility on each building site.
- D. Two Unit Residential Development pursuant to Chapter 30.93.

**30.11.070 – Development Standards.**

A. [No change]

B. Lot Dimensions.

1. Minimum lot size: 14,000 square feet.
2. Minimum street frontage: 20 feet.

3. Minimum lot width: 75 feet.
4. Minimum lot depth: 100 feet.
5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66

C. [No change]

## **SECTION SEVEN**

### **Chapter 30.12 (Low Density Residential (R1-10))**

#### **30.12.030 – Allowable Uses.**

The allowable uses in the R1-10 Zone are:

- A. A single dwelling unit on each building side; and
- B. An Accessory Dwelling Unit that meets the requirements in Section 30.91.040, or a Junior Accessory Dwelling Unit that meets the requirements in Section 30.91.050.
- C. A Small Community Care Facility on each building site.
- D. Two Unit Residential Development pursuant to Chapter 30.93.

#### **30.12.070 – Development Standards.**

- A. [No change]
- B. Lot Dimensions.
  1. Minimum lot size: 10,000 square feet.
  2. Minimum street frontage: 20 feet.
  3. Minimum lot width: 75 feet.
  4. Minimum lot depth: 100 feet.

5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66.

C. [No change]

## **SECTION EIGHT**

### **30.13.070 – Development Standards.**

A. [No change]

B. Lot Dimensions.

1. Minimum lot size: 10,000 square feet.
2. Minimum street frontage: 20 feet.
3. Minimum lot width: 35 feet.
4. Minimum lot depth: 100 feet.
5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66.

C. [No change]

## **SECTION NINE**

### **Chapter 30.14 (Medium Density Single-Family Residential (R1-5))**

#### **30.14.030 – Allowable Uses.**

The allowable uses in the R1-5 Zone are:

- A. A single dwelling unit on each building site.
- B. An Accessory Dwelling Unit that meets the requirements in Section 30.91.040, or a Junior Accessory Dwelling Unit that meets the requirements in Section 30.91.050.
- C. A Small Community Care Facility on each building site.

D. Two Unit Residential Development pursuant to Chapter 30.93.

**30.14.070 – Development Standards.**

A. [No change]

B. Lot Dimensions.

1. Minimum lot size: 5,000 square feet.
2. Minimum street frontage: 20 feet.
3. Minimum lot width: 50 feet.
4. Minimum lot depth: 90 feet.
5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66.

C. [No change]

**SECTION TEN**

**Chapter 30.15 (Medium Density Single-Family Residential – Beach (R1-5B))**

**30.15.030 – Allowable Uses.**

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

- A. A single dwelling unit on each building site.
- B. An Accessory Dwelling Unit that meets the requirements in Section 30.91.040, or a Junior Accessory Dwelling Unit that meets the requirements in Section 30.91.050.
- C. A Small Community Care Facility on each building site.
- D. Two Unit Residential Development pursuant to Chapter 30.93.

**30.15.070 – Development Standards.**

A. [No change]

B. Lot Dimensions.

1. Minimum lot size: 5,000 square feet.
2. Minimum street frontage: 20 feet.
3. Minimum lot width: 50 feet.
4. Minimum lot depth: 80 feet.
5. New lots created as part of an Urban Lot Split as defined in Chapter 30.93 must be in compliance with the lot size and lot width requirements pursuant to Chapter 24.66.

C. [No change]

### **SECTION ELEVEN**

This Ordinance was introduced by the City Council on June 5, 2023.

### **SECTION TWELVE**

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 THIRTEEN**

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 FOURTEEN**

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Del Mar, California, held on the 19th day of June, 2023.

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Tracy Martinez, 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, NESTOR MACHADO, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXX, 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 19<sup>th</sup> day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar

# ATTACHMENT B

Mayor Martinez and Councilmember Gaasterland (Housing Subcommittee),

Thanks for everyone's efforts in drafting the SB9 implementation ordinance and trying to limit negative impacts on Del Mar. Regarding the obstruction of scenic views, I don't think it's that difficult to come up with an objective definition of scenic views. Indeed, there are already definitions in DMMC for the Design Review and TSVS Ordinances:

## 23.51.020 - Definitions

M. Scenic View shall mean a view of the ocean, lagoons, canyons, the community and its landscapes and urban forest character, or other scenic vistas, from the Primary Living Area of a residence.

## 23.08.040 - Definitions

B. For purposes of this Chapter, primary scenic view means a view of the ocean, the community, lagoons, canyons or other scenic vistas from the primary living area of a residence.

It does not matter that the Coastal Commission only concerns itself with public views. The only requirement from the Coastal Commission is that the Coastal Act is not violated. Prohibiting the obstruction of private views does not violate the Coastal Act.

Neither public nor private views should be sacrificed for SB 9 development. Instead, SB 9 developers should be forced to modify their plans so the dwelling units do not obstruct such views. Sixteen feet is quite high for a single-story structure and developers could be forced to lower the roof height or place the unit in another location on the property to minimize view obstruction. The City only needs to allow the construction of 800 sq ft structures, not allow a 16-foot roofline or placement of the structure in the optimum location for the developer.

Del Mar should not hold back on implementing restrictive objective standards. If other cities have not yet been reprimanded by HCD for this, then Del Mar should do the same. If the City is reprimanded, the ordinance can be amended.

With restrictive standards, there can be some discretion in providing exceptions to the standards when such standards physically preclude construction of the minimum dwelling units SB 9 confers a right to. For example, the SB 9 ordinance from Pismo Beach states:

G. Exceptions. The Community Development Director shall approve an exception to any of the standards specified in this section upon determining that complying with the standards would physically preclude the construction of up to two (2) residential units per lot or would physically preclude either of the two (2) residential units from being eight hundred (800) square feet in floor area.

Perhaps this discretionary function of approving an exception to "any of" the objective standards can be performed by the Design Review Board. I don't think the Del Mar ordinance defines who would perform this discretionary function when necessary.

I won't dwell on the exclusion of certain overlay zones any further, other than to say that I think the City might run afoul of HCD or even the Coastal Commission on this. I guess time will tell. Personally, I would rather there be no SB 9 development in the overlay zones or elsewhere, but I do think it's important to follow the State law, even if the City is challenging it.

Thanks again,  
Michael Deftos



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: June 19, 2023

SUBJECT: Second Reading and Adoption of an Ordinance to Amend Prospective Ordinance No. 982 Pursuant to California Coastal Commission Action on May 10, 2023, Approving a Conditional Certification Order with Required Modifications (All Relating to the Parking Amendments under DMMC Chapter 30.80 Adopted by the City Council in December 2021)

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt the Ordinance (Attachment A) to amend the previously adopted City Ordinance No. 982 to approve changes required by the California Coastal Commission (CCC) as a condition of final certification of the City's parking-related Local Coastal Program Amendment (LCPA) application (Zone Code Amendment ZA21-001/Local Coastal Program Amendment LCPA21-001).

## DISCUSSION/ANALYSIS:

On June 5, 2023, the City Council introduced an Ordinance amending Ordinance No. 982 (which included a package of parking-related amendments to the City's Zoning Code and Local Coastal Program (Del Mar Municipal Code (DMMC) Chapter 30.80) in order to incorporate modifications from the CCC as a part of their conditional certification granted on May 10, 2023.

Modifications required by the CCC include:

1. Modifications to the City's Land Use Plan of the Local Coastal Program (approved by the Council by Resolution at the June 5, 2023 hearing); and
2. An expiration date of January 1, 2031, in order to monitor implementation and effect of amendments; and
3. A requirement for monitoring reports and the Parking Management Program to be completed by January 1, 2030; and
4. The Exclusion of Beach Commercial Restaurants from the new parking rates.

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City Council Action:

The Council is asked to adopt the final Ordinance (Attachment A). Upon adoption by the City Council, staff will submit the Ordinance and Resolution (adopted at the June 5, 2023, hearing) to CCC for final certification of the City's LCPA. Final certification is expected to be confirmed at the CCC meeting in August 2023 at which time the respective Parking-Related LCPA ordinances will take effect immediately.

**FISCAL IMPACT:**

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

**ENVIRONMENTAL IMPACT:**

The proposed action is exempt from the preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA) per CEQA Guidelines Article 19, Section 15301 (Existing Facilities). The action would not expand any existing uses and would encourage less vehicles miles traveled and a reduction in greenhouse gas (GHG) emissions in that less dedicated parking spaces would be required to be provided for restaurant uses in the City's commercial zones. Further, none of the six exceptions to the use of a Categorical Exemption are applicable (Guidelines Section 15300.2). These findings are based upon the record prepared by the City and the City's analysis demonstrating that no potential environmental effects would occur by adoption of this ordinance.

**ATTACHMENTS:**

Attachment A – Ordinance Adopting Required CCC Modifications to City Ordinance 982

ORDINANCE NO. \_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING REGULATIONS GOVERNING REQUIRED OFF-STREET PARKING AS ADOPTED BY PROSPECTIVE ORDINANCE NO. 982 PURSUANT TO THE CONDITIONAL CERTIFICATION ACTION TAKEN BY THE CALIFORNIA COASTAL COMMISSION ON MAY 10, 2023 IN ORDER TO OBTAIN FINAL CERTIFICATION OF THE SUBMITTED LOCAL COASTAL PROGRAM AMENDMENT APPLICATION

WHEREAS, the Del Mar City Council adopted Ordinance No. 982 on December 13, 2021, to develop business support in the form of modifications to the City's off-street parking requirements; and

WHEREAS, on May 10, 2023, the California Coastal Commission (CCC) took action to conditionally certify the City's Local Coastal Program Amendment for Parking Ordinance No. 982, with amendments; and

WHEREAS, if the City Council adopts the Del Mar Municipal Code amendments included herein, which revise the proposed regulations included in prospective Ordinance No. 982 per the CCC's suggested modifications outlined in its conditional certification order, the City of Del Mar can resubmit the ordinance to the CCC to obtain final certification of the parking-related Local Coastal Program Amendment package.

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

**SECTION ONE:** That the City of Del Mar hereby acknowledges receipt of the California Coastal Commission's Resolution of Certification of City of Del Mar LCP Amendment No. LCP-6-DMR-21-0081-2 (Parking Adjustments), including any suggested modifications therein.

**SECTION TWO:** That DMMC Section 30.80.020 (General Parking Regulations) be modified to add the following, which amends the proposed regulations included in prospective Ordinance No. 982, as recommended by the California Coastal Commission:

No changes to sub-sections A-E

F. Notwithstanding Section 30.80.020(C), within the Central Commercial Zone, no additional parking spaces shall be required for a change in commercial use to a retail sales, restaurant, or personal services use, including associated tenant improvements within an existing commercial building with non-conforming parking where the change in use and tenant improvements are consistent with the following:

1. The commercial tenant space was existing as of January 1, 2020;

2. All existing parking spaces that are currently relied upon by the commercial building tenants shall be maintained, unless and until a "Release of Covenant" is approved by the City and recorded with the County Recorder or other City authorization is granted. This limitation shall apply to any existing off-street parking spaces located on-site and any off-site parking spaces that are relied upon by the existing commercial development through an approved in-lieu parking space agreement and/or a recorded parking agreement;
  3. The proposed change in use may involve the combination of existing tenant spaces, however, no tenant space on the lot shall exceed a maximum size of 5,000 square feet in gross floor area;
  4. If a tenant space is proposed to be expanded, additional parking spaces must be provided for the area of expansion (includes indoor and outdoor use areas) at the rate set forth in Section 30.80.030;
  5. No more than three restaurants shall be permitted per lot, including existing restaurant tenants; and
  6. All changes in use must comply with the horizontal zoning requirements of the Central Commercial zone in Section 30.22.030.
  7. The provisions of Section 30.80.020(F) shall remain in effect until January 1, 2031. This section may be amended prior to the expiration date based on the results and recommendations of the Parking Management Program described in Section 30.80.020(H). However, if not amended by January 1, 2031, then this section shall become inoperative on January 1, 2031. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the California Coastal Commission.
- G. A restaurant establishment is permitted to have one accessory food/beverage stand or cart on-site that is not subject to required parking provided that all of the following provisions are met:
1. The stand/cart shall not exceed one hundred square feet in area;
  2. The stand/cart shall be open to the air on all sides to the extent possible except where it would preclude compliance with the San Diego County Health Department requirements applicable to food and beverage carts;
  3. The parking exemption shall apply to a maximum of one accessory food/beverage stand or cart per lot;

4. The location of the stand/cart shall not interfere with access to required off-street parking spaces; and
  5. A Design Review Permit is obtained in accordance with Section 23.08.030.
- H. In accordance with LUP Policy IV-29, an inventory of existing parking areas shall be used to develop and implement an overall Parking Management Program (PMP) that shall be revised periodically. The PMP shall be developed and implemented to strengthen and improve parking accessibility and availability in the City and to implement parking management and Transportation Demand Management (TDM) strategies to create a more balanced and efficient parking system that ensures access to the shoreline for a range of visitors and residents. The PMP shall include the following:
1. Existing Conditions & Parking Inventory documenting the characteristics of publicly available on- and off-street parking in the City of Del Mar, the inventory of publicly available on- and off-street parking within the City, and the City's existing parking code requirements and programs to manage parking.
    - a. Identification of sites where commercial tenants with non-conforming parking have modified the use and/or implemented tenant improvements within an existing commercial building per Section 30.80.020(F) and the number of off-street parking spaces provided for the property.
    - b. Identification of sites with new or expanded restaurants that have utilized the outdoor seating exemption per 30.80.030 (c) "Outdoor Dining on Private Property (Accessory to a Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage) outside of the Beach Commercial Zone" where the size of the outdoor seating area exceeds the size of the indoor seating area and the number of off-street parking spaces provided for the property.
  2. Parking Occupancy Analysis with a detailed description of occupancy (utilization) counts by both zone and type, parking rate in effect (if applicable), and by time of day and week, emphasizing summer months and including weekends. Data collection shall occur every 2-3 years at least 3 times per PMP update cycle, with the first collection taking place no later than 2024.
  3. Parking Demand Analysis of the parking space occupancy rates, existing City parking code requirements, peer city parking rates, and industry standard rates to determine the appropriateness of current minimum parking requirements.
  4. Recommendations that analyze the results of the inventory, occupancy, and demand analyses that draw from best practices by peer cities and industry-

wide standards as guidance, and have been tailored to address the unique features of Del Mar’s infrastructure, character, and geography.

5. Recommendations that address whether parking programs and services should be adjusted in order to maximize access to the shoreline taking into consideration such factors as future development, environmental justice, biological resources, and reducing vehicle miles traveled, as well as alternatives to private automobile use.

6. The PMP shall be completed no less often than every 10 years, with the next report to be completed no later than January 1, 2030. The January 1, 2030 deadline may be extended for good cause by the Executive Director of the Coastal Commission.

**SECTION THREE:** That DMMC Section 30.80.030 C.1. (Required Number of Off-Street Parking Spaces for Non-Residential Uses) be amended as follows:

No Changes to sections *Commercial Services*- Billiard Parlor through Pet Services-Grooming

<p>Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage outside of the Beach Commercial Zone</p>	<p>1 space per 200 sq. ft. of GFA up to 5,000 sq. ft. and 1 space for each 90 sq. ft. of GFA in excess of 5,000 sq. ft. (Note: a restaurant is permitted one on-site accessory food/beverage stand or cart that is not subject to required parking in accordance with Section 30.80.020(G).</p> <p>The restaurant parking rate provisions of Section 30.80.030(C) shall remain in effect until January 1, 2031. This section may be amended prior to the expiration date based on the results and recommendations of the Parking Management Program described in 30.80.020(H). However, if not amended by January 1, 2031, then the parking requirements shall be as shown for within the Beach Commercial Zone. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.</p>
<p>Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site</p>	<p>1 space per 90 sq. ft. of GFA up to 4,000 sq. ft. and 1 space for each 45 sq. ft. of GFA in excess of 4,000</p>

<p>Consumption of Food and/or Beverage located in the Beach Commercial Zone</p>	<p>sq. ft. including all outdoor space, covered or uncovered, used for any restaurant purpose (Note: a restaurant is permitted one on-site accessory food/beverage stand or cart that is not subject to required parking in accordance with Section 30.80.020(G).</p>
<p>Outdoor Dining on Private Property (Accessory to a Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage) outside of the Beach Commercial Zone</p>	<p>No additional parking requirement if outdoor seating area is equal to or less than the indoor seating area.</p> <p>For any outdoor seating area that exceeds the indoor seating area, parking shall be provided at a rate of 1 space per 200 sq. ft., for the excess outdoor area.</p> <p>The outdoor dining parking provisions of Section 30.80.030(C) shall remain in effect until January 1, 2031. This section may be amended prior to the expiration date based on the results and recommendations of the Parking Management Program described in 30.80.020(H). However, if not amended by January 1, 2031, then the parking requirements shall be as shown for within the Beach Commercial Zone. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.</p>

No changes to Sports & Recreation Club/Facility through Industrial/Manufacturing/Laboratory/Wholesale Printing.

**SECTION FOUR:** The City Council finds that approval of this Ordinance is exempt from the preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA) per CEQA Guidelines Article 19, Section 15301 (Existing Facilities). The action would not expand any existing uses and would encourage less vehicles miles traveled and a reduction in greenhouse gas (GHG) emissions in that less dedicated parking spaces would be required to be provided for restaurant uses in the City's commercial zones. The City Council finds that none of the six exceptions to the use of a Categorical Exemption are applicable (Guidelines Section 15300.2). The City Council bases these findings upon the record prepared by the City and the City's analysis

demonstrating that no potential environmental effects would occur by adoption of this ordinance.

**SECTION FIVE:** This Ordinance was introduced by the City Council on June 5, 2023.

**SECTION SIX:** 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 SEVEN:** Upon adoption, the Ordinance will be submitted to the California Coastal Commission for certification as a 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 at a regular meeting of the City Council held on the 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, NESTOR MACHADO, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No.\_\_\_\_\_, 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 19th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Nestor Machado, Acting City Clerk  
City of Del Mar



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: June 19, 2023

SUBJECT: Second Reading and Adoption of an Ordinance Amending Chapter 21.70 of the Del Mar Municipal Code to Revise Emergency Water Management Water Shortage Response Levels

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends that the City Council adopt an Ordinance (Attachment A) amending the Del Mar Municipal Code (DMMC) Chapter 21.70 to revise water shortage responses to align with the six standard water shortage levels as required by the California Water Code.

**BACKGROUND:**

Prior to the recent 2023 winter storms, California experienced over three consecutive years of extreme drought, and water reservoirs throughout the state were at record low levels. In October 2021, Governor Gavin Newsom issued a proclamation extending the drought emergency statewide, including San Diego County.

The City of Del Mar has been in a Drought Response Stage 1 – Drought Watch Condition since 2016, which remains in effect. In response to the State Water Resources Control Board and the Water Authority’s directives, the City Council reaffirmed Drought Response Stage 1 on July 11, 2022, and urged citizens and businesses to continue voluntary activities to conserve water by following water demand reduction measures as outlined in Section 21.70.110 of the DMMC.

On March 24, 2023, considering recent winter storms that brought historical rainfall and snowpack levels throughout the state, Governor Newsom issued a new Executive Order N-5-23 to rollback major elements of prior emergency orders related to water restrictions. Although the recent extraordinary amounts of precipitation have eased drought conditions, long-term water supply continues to remain a concern throughout California.

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City Council Action:

**DISCUSSION/ANALYSIS:**

On June 5, 2023, the City Council adopted the City’s Water Shortage Contingency Plan (WSCP) to address water conservation and demand reduction measures in compliance with statutory requirements. This plan migrates the City from using “drought response stages” to the six (6) standard water shortage levels as defined by the California Water Code Section 10632.

Additionally, at the June 5, 2023 meeting, the City Council introduced an Ordinance to Amend DMMC 21.70 to revise water shortage responses to align with the six standard water shortage levels as required by the California Water Code and the WSCP.

This agenda item is the second reading and final adoption of the Ordinance. With the adoption of this Ordinance, the City’s current drought condition, which was previously described as “Drought Response Stage 1”, will now be “Water Shortage Level 1 – Watch Condition”.

**PRIOR CITY COUNCIL REVIEW:**

On July 11, 2022, the City Council adopted Resolution No. 2022-51 reaffirming Drought Response Stage 1 and encouraging continued voluntary adherence with water demand reduction measures; and adopted Ordinance No. 991 to amend DMMC Sections 21.70.110 and 21.70.120 to revise Drought Watch and Alert Conditions.

On December 13, 2021, the City Council adopted Ordinance No. 984 to amend DMMC Section 21.70.110 to revise consumer demand requirements in accordance with recent State and County actions.

On July 5, 2016, the City Council adopted Resolution No. 2016-42 declaring Drought Response Stage 1 – Drought Watch to be in effect but urging citizens and businesses to continue voluntary efforts to conserve water by following measures adopted during the Stage 2 response in 2015-2016.

**FISCAL IMPACT:**

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

**ENVIRONMENTAL IMPACT:**

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

**ATTACHMENTS:**

Attachment A – Ordinance Amending DMMC Chapter 21.70  
Exhibit A to Attachment A – Amended DMMC Chapter 21.70

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING DEL MAR MUNICIPAL CODE CHAPTER 21.70 TO REVISE EMERGENCY WATER MANAGEMENT WATER SHORTAGE STAGES**

WHEREAS, water supply conditions have been challenged statewide in California for several years; and

WHEREAS, Chapter 21.70 of the Del Mar Municipal Code (DMMC) establishes an emergency water management program in order to conserve water supplies, minimize the effects of water supply shortages, and allow the City to respond to water emergency conditions; and

WHEREAS, Sections 21.70.110 through 21.70.140 of the DMMC establish emergency water conservation requirements for Drought Response Stage 1 – Drought Watch Condition; Stage 2 – Drought Alert Condition; Stage 3 – Drought Critical condition; and Stage 4 –Drought Emergency Condition; and

WHEREAS, on July 11, 2022, the City Council adopted Resolution No. 2022-51, reaffirming Drought Response Stage 1 (previously declared on July 5, 2016) and encouraging continued voluntary adherence with water demand reduction measures; and adopted Ordinance No. 991 to amend DMMC Sections 21.70.110 and 21.70.120 to revise Drought Watch and Alert Conditions; and

WHEREAS, on March 24, 2023, Governor Newsom issued Executive Order N-5-23 rolling back major elements of prior drought-related emergency orders in light of improved drought conditions throughout California; however, all 58 counties retain a state of emergency to allow for continued drought response and recovery efforts as long-term water supply continues to remain a concern for California; and

WHEREAS, historically, the City of Del Mar, as a small water supplier with approximately 1,860 service connections, was not required to prepare its own Water Shortage Contingency Plan (WSCP) and, instead, relied on the San Diego County Water Authority’s WSCP for guidance related to water conservation and demand reduction measures; and

WHEREAS, on September 23, 2021, Senate Bill (SB) 552 was passed to require small water suppliers serving 1,000 to 2,999 service connections to develop and maintain their own abridged WSCPs that would include specified water shortage planning elements by July 1, 2023; and

WHEREAS, pursuant to the requirements of SB 552, the City of Del Mar has prepared a WSCP, and the City Council has held a public hearing to receive public comments on the WSCP; and

WHEREAS, as a result of the City's WSCP adoption on June 5, 2023, DMMC Chapter 21.70 needs to be amended to align with State and County defined water shortage levels and with the City's WSCP.

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

**SECTION ONE:**

That Chapter 21.70 of the Del Mar Municipal Code relating to Emergency Water Management of the City of Del Mar is amended to read as set forth in:

Exhibit A to this Ordinance.

**SECTION TWO:**

This Ordinance was introduced by the City Council on June 5, 2023.

**SECTION THREE:**

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 FOUR:**

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 FIVE:**

The Ordinance shall take effect and be in full force thirty (30) days after the date of adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 19<sup>h</sup> day of June, 2023.

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Tracy Martinez, 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, NESTOR MACHADO, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXX 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 19th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar

## Chapter 21.70 EMERGENCY WATER MANAGEMENT

### 21.70.010 Purpose.

This Chapter establishes an emergency water management program in order to conserve water supplies, minimize the effects of water supply shortages, and allow the City to respond to water emergency conditions. (Cal. Const. Art. X, §§ 2 and 7; and Water Code § 375.)

(Ord. No. 603; Ord. No. 816; Ord. No. 828; Ord. No. 903)

### 21.70.020 Scope of Chapter.

The provisions of this Chapter shall apply to all persons using water delivered by the City.

### 21.70.030 Water Conservation Policy.

- A. It is the policy of the City that all public and private users of water delivered by the City shall use such water for reasonable purposes and in a reasonable manner in a conscientious effort to conserve water.
- B. When the emergency water use regulations in this Chapter are not declared to be in effect, those regulations may still be considered as recommended methods for voluntarily conserving water.
- C. The City may initiate and maintain education programs to encourage the conservation of water.

Cross reference(s)—Water conservation program, Ch. 21.60.

### 21.70.040 Water Management Regulations.

- A. *Levels.* During water shortages, the City shall impose water use regulations in levels. Sections 21.70.100 et seq. of this Chapter contain a sequential, regulatory program of increasingly more stringent prohibitions on the use of water delivered within the City. When the City declares that a particular water shortage level is in effect, the regulations contained in a declared level shall be complied with by all persons using water delivered by the City.
- B. *Declaration of Level.*
  - 1. The City shall monitor the projected supply of water and the demand for water by persons within its jurisdiction and, in consultation with those agencies providing water to City, determine when water management regulations are required in order for the City to deal with water shortages.
  - 2. When it is determined that a particular level of water management regulation is required, either the City Council or the City Manager may issue a declaration which will announce the level of regulatory management that is to be imposed. Moving to Level 6 requires a properly noticed public hearing.

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3. The declaration shall be made by public announcement posted at City Hall. Also, the City Manager may publish a notice of the determination in a newspaper of general circulation and on the City website.
  4. If the declaration is made by the City Manager, the matter shall be placed on the agenda of the City Council at its next meeting. The City Council shall thereupon ratify the City Manager's declaration, rescind the declaration, or issue its own declaration.
  5. The regulatory level announced in the declaration shall become effective seven days following the date of posting; except, when a water emergency is declared, the regulatory level shall become effective immediately upon posting.

**21.70.050 Modification of Regulation as Applied In Special Circumstance.**

- A. *Appeals Board.* An Appeals Board for this Chapter shall consist of the City Council.
- B. *Appeal.*
  1. Any person subject to the regulations and decisions imposed in accordance with the provisions of this Chapter may submit an appeal, in writing, to the City Clerk.
  2. The City Manager may render a decision or set the matter to be heard by the Appeals Board which will render a written decision within 30 calendar days of the receipt of the appeal.
  3. If the appellant is dissatisfied with the City Manager's determination, the appellant may seek a review by the Appeals Board.
- C. *Modification Authorized.* In accordance with the procedures provided above, the City Manager and the Appeals Board are authorized to make minor and limited modifications to any regulation in this Chapter when it has been demonstrated that due to special circumstances as applied to a particular case, the application of the unmodified regulation constitutes a threat to health, safety or welfare or will result in an undue, unreasonable hardship. Provided, however, that such modification shall not cause water to be wasted or used in an unreasonable manner and the purposes of this Chapter can be accomplished.

**21.70.060 Prohibition.**

- A. It is unlawful for any person to knowingly use water or permit the use of water supplied by the City in a manner contrary to any provision of this Chapter declared to be in effect. (Misdemeanor in accordance with Water Code § 377.)
- B. The use of reclaimed or "grey" water in accordance with the regulations of the Department of Health Services and in accordance with any other applicable regulations, is not subject to the regulations of this Chapter.
- C. It is a misdemeanor for anyone to tamper with or otherwise interfere with the operation of a water meter without the express authority, in writing, of the City.
- D. It is unlawful for any person to knowingly present false information to the City when information is requested by the City in accordance with the provisions of this Chapter.
- E. Compliance with this Section is a condition imposed upon the continued uninterrupted delivery of water.

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**21.70.090 Enforcement—Restricting or Discontinuing Water Service.**

- A. A continued, willful failure to comply with the conditions imposed upon the continued, uninterrupted delivery of water may result in a Notice of Violation being mailed to the metered customer, accompanied by a copy of relevant portions of these regulations.
- B. Failure to correct the violation by bringing water use into compliance with the conditions imposed upon the continued, uninterrupted delivery of water will result in a Notice of Hearing Re: Violation being mailed to the metered customer.
- C. The City Manager shall conduct the hearing. The noticed person shall have the opportunity to present information and arguments in response to the notice.
- D. Following the hearing, if an uncured violation is found to exist, the City Manager may order either:
  - 1. The installation of a flow restrictor in the meter for a minimum of 72 hours; or
  - 2. Discontinuance of water service for a specified period of time.
- E. When it is necessary to install a flow restrictor or to discontinue service, a metered customer shall pay a fee of \$250.00 to the City. When it is necessary to remove a flow restrictor or to re-establish water service, a metered customer shall pay a fee of \$250.00 to the City. The fees referenced in this subparagraph are payable by the metered customer when the service is rendered. Further, payment in full of all outstanding fees is a condition to the restoration of full service.

**21.70.110 Water Shortage Level 1—Watch Condition.**

- A. A Water Shortage Level 1 condition is also referred to as a " Water Storage Watch" condition. Level 1 shall be declared to encourage voluntary water conservation with an aim towards reducing water demand by up to 10%. This Level 1 condition applies when the Water Authority notifies its member agencies to activate the appropriate voluntary provisions of the water shortage contingency plan.
- B. When Level 1 is declared and in effect, all persons shall comply with the voluntary water usage reductions and other mandatory conditions as may be identified by the Governor, State of California, or San Diego County Water Authority.
- C. Irrigating "Non-Functional Turf" at commercial, industrial, and institutional sites is prohibited. "Non-Functional Turf," as defined in section 996 of title 23 of the California Code of Regulations, as may be amended from time to time, is defined as any turf (grass) that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. "Non-Functional Turf" does not include sports fields and turf that is regularly used for human recreational purposes of for civic or community events.
  - a. Notwithstanding subsection (C)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
  - b. Notwithstanding subsection (C)(1), the City may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

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- D. Wasteful and Unreasonable Water Uses are prohibited as listed in section 995 of title 23 of the California Code of Regulations to prevent unreasonable use of water and to promote water conservation. The following water usage activities are prohibited:
1. Washing down paved surfaces, including but not limited to sidewalks, driveways, parking lots, tennis courts, or patios, except when it is necessary to alleviate safety or sanitation hazards.
  2. Water waste resulting from inefficient landscape irrigation, such as runoff, low head drainage, or overspray, etc. Similarly, irrigation causing water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures are prohibited.
  3. Irrigation is prohibited during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
  4. Use of a handheld hose equipment without a positive shut-off nozzle to wash vehicles, except where the hose is fitted with a shut-off nozzle. It is encouraged to use a bucket to wash vehicles or at a commercial site with recirculated water.
  5. Use of potable water to operate ornamental fountains with exceptions for those fountains that use pumps to recirculate water and only require refilling to replace evaporative losses.
  6. Use of potable water for street cleaning or construction purposes, unless non-potable water is unavailable or as-needed to protect the health and safety of the public.
- E. In addition to the water usage reductions and other conditions referenced in subsections B, C, and D above, when Level 1 is declared and in effect all persons are requested to comply with the following water demand reduction measures;
1. Irrigate residential and commercial landscape before 10:00 a.m. or after 6:00 p.m.; limited to three applications per week.
  2. Serve and re-fill water in restaurants, bars, and other food service establishments only upon request.
  3. Offer guests in hotels, motels, and other commercial lodging establishments the option of not laundering towels and linens daily.
  4. Repair all water leaks within 72 hours of notification by the City.

Additional Conditions on Uninterrupted Delivery: None.

(Ord. No. 816; Ord. No. 828; Ord. No 948 , § 2, Exh. B, 6-3-2019; Ord. No. 984 , § 1, 12-13-2021; Ord. No. 991 , § 1, 7-11-2022)

#### **21.70.120 Water Shortage Level 2—Warning Condition.**

- A. Water Shortage Level 2 condition is also referred to as a " Water Shortage Warning" condition. Level 2 shall be declared when the City determines that water usage should be reduced up to 20 percent from the ordinary demand requirement, as determined by the City.
- B. When Level 2 is declared and in effect, metered customers of the City shall receive uninterrupted water delivery subject to the modified surcharge rate structure set as follows:

Meter Size	Bimonthly Fixed Surcharge During Water Shortage Level 2:					
	7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
5/8"	\$2.98	\$3.14	\$3.26	\$3.40	\$3.64	\$3.84
3/4"	4.48	4.70	4.90	5.10	5.46	5.76
1"	7.46	7.84	8.16	8.50	9.10	9.58
1 1/2"	14.90	15.68	16.30	17.00	18.20	19.14
2"	23.84	25.08	26.08	27.20	29.10	30.64
3"	47.68	50.14	52.16	54.40	58.20	61.26
4"	74.48	78.32	81.48	84.98	90.94	95.70
22nd DAA*	953.24	1,002.48	1,042.94	1,087.64	1,163.98	1,224.84
One 8" meter and two 10" meters						

Volumetric Surcharge applied to all units of usage by all customer classes.

Volumetric Surcharge During Water Shortage Level 2:					
7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
\$0.23	\$0.25	\$0.26	\$0.27	\$0.29	\$0.30

- C. When Level 2 is declared and in effect, the demand reduction measures listed in Level 1 shall become mandatory. Additional measures may be implemented based on City Council direction or Emergency Orders.

(Ord. No. 816; Ord. No. 828; Ord. No. 903; Ord. No 948 , § 2, Exh. B, 6-3-2019; Ord. No. 991 , § 1, 7-11-2022)

**21.70.130 Water Shortage Level 3— Acute Condition.**

- A. A Water Shortage Level 3 condition is also referred to as an "Acute Water Shortage" condition. Level 3 shall be declared when the City determines that water usage should be reduced up to 30 percent from the ordinary demand requirement, as determined by the City.
- B. When a Level 3 is declared and in effect, metered customers of the City shall receive uninterrupted water delivery subject to the modified surcharge rate structure set as follows:

Meter Size	Bimonthly Fixed Surcharge During Water Shortage Level 3:					
	7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
5/8"	\$4.84	\$5.04	\$5.26	\$5.44	\$5.86	\$6.20
3/4"	7.24	7.56	7.88	8.22	8.78	9.30
1"	12.08	12.60	13.12	13.70	14.62	15.48
1 1/2"	24.14	25.18	26.24	27.38	29.24	30.94
2"	38.62	40.28	41.98	43.82	46.80	49.52
3"	77.22	80.54	83.94	87.62	93.58	99.02
4"	120.64	125.84	131.16	136.90	146.20	154.70
22nd DAA*	1,544.08	1,610.52	1,678.80	1,752.30	1,871.32	1,980.06
*One 8" meter and two 10" meters						

Volumetric Surcharge applied to all units of usage by all customer classes.

Volumetric Surcharge During Water Shortage Level 3:					
7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
\$0.42	\$0.44	\$0.46	\$0.48	\$0.52	\$0.55

C. In addition to the water usage reductions and other conditions referenced in Level 1 and Level 2, when Level 3 is declared and in effect all persons are requested to comply with the following water demand reduction measures:

1. Irrigate residential and commercial landscape before 10:00 a.m. or after 6:00 p.m.; limited to two applications per week. Irrigation is prohibited during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
2. Repair all water leaks within 48 hours of notification by the City.
3. Only wash vehicles or at a commercial site with recirculated water.

(Ord. No. 816; Ord. No. 828; Ord. No. 903; Ord. No 948 , § 2, Exh. B, 6-3-2019)

**21.70.140 Water Shortage Level 4—Critical Condition.**

A. A Water Shortage Level 4 condition is also referred to as a " Critical Water Shortage " condition. Level 4 shall be declared when the City requires a demand reduction of 40 percent in order for the City of Del Mar to have maximum supplies available to meet anticipated demands from the ordinary demand requirement, as determined by the City.

B. When Level 4 is declared and in effect, metered customers of the City shall receive uninterrupted water delivery subject to the modified surcharge rate structure set as follows:

Meter Size	Bimonthly Fixed Surcharge During Water Shortage Level 4:					
	7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
5/8"	\$6.64	\$6.94	\$7.24	\$7.56	\$8.06	\$8.56
3/4"	9.96	10.40	10.86	11.34	12.10	12.84
1"	16.60	17.34	18.10	18.90	20.16	21.38
1 1/2"	33.20	34.68	36.18	37.78	40.30	42.74
2"	53.12	55.48	57.88	60.44	64.48	68.40
3"	106.22	110.94	115.74	120.86	128.94	136.78
4"	165.96	173.34	180.84	188.84	201.46	213.70
22nd DAA*	2,124.18	2,218.54	2,314.68	2,416.94	2,578.68	2,735.28
*One 8" meter and two 10" meters						

Volumetric Surcharge applied to all units of usage by all customer classes.

Volumetric Surcharge During Water Shortage Level 4:					
7/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24

\$0.66	\$0.69	\$0.72	\$0.76	\$0.81	\$0.86
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C. The water usage reductions and other conditions established in Level 1, Level 2, and Level 3 will remain in place. Additional demand reduction measures will be established by the City Council and implemented.

(Ord. No. 816; Ord. No. 828; Ord. No. 903; Ord. No 948 , § 2, Exh. B, 6-3-2019)

**21.70.150 Water Shortage Level 5—Emergency Condition.**

- A. A Water Shortage Level 5 condition is also referred to as a "Water Shortage Emergency" condition. A Level 5 shall be declared when the City requires a demand reduction of 50 percent in order for the City of Del Mar to have maximum supplies available to meet anticipated demands from the ordinary demand requirement, as determined by the City.
- B. The water usage reductions and other conditions established in Level 1, Level 2, Level 3, and Level 4 will remain in place. Additional demand reduction measures will be established by the City Council and implemented.

**21.70.160 Water Shortage Level 6—Catastrophic Condition.**

- A. A Water Shortage Response Level 6 condition is also referred to as a "Catastrophic Water Shortage" condition. Level 6 shall be declared when the City declares a water shortage emergency pursuant to California Water Code Section 350 which requires a demand reduction of greater than 50 percent in order for the City of Del Mar to have maximum supplies available to meet anticipated demands from the ordinary demand requirement, as determined by the City.
- B. The water usage reductions and other conditions established in Level 1, Level 2, Level 3, Level 4 and Level 5 will remain in place. Additional demand reduction measures will be established by the City Council and implemented.

**21.70.170 Wastewater Utility Rates During Water Shortage Conditions.**

- A. Wastewater customers are billed for sewer service based on their water usage. During water shortage periods, water usage will decline and threaten the fiscal stability of the wastewater utility. Therefore, during water shortage periods, wastewater charges will be calculated based on the assumption that sewer usage is the same as the commensurate month from the last non-drought fiscal year. Drought sewer charges will be lifted after one full year of non-drought consumption records can be established.
  1. *Residential.* Sewer discharges will be estimated based on the assumed sewage usage during the last non-drought year.
  2. *Commercial.* Sewer discharges will be estimated based on 90 percent of the water usage during the last non-drought year. A user may petition to have their sewer discharge (water usage) assumption lowered if their annual water demand drops below their non-drought

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water demands by a level below the drought reduction levels plus an additional 20 percent. As a user can meet the previously defined criteria, their sewage discharge assumptions will be lowered to the current water demands, adding back any water savings required under the drought requirements. As an example, if the drought reductions are 20 percent, and the user drops their water consumption by 45 percent, then the resulting sewer will be calculated based on 120 percent of the current water consumption.

3. *Fairgrounds*. Sewer commodity charges during drought conditions will be calculated based on the greater of (1) the rolling average of the past same bimonthly period during the last three fiscal years or (2) the actual metered sewage.

(Ord. No 948 , § 2, Exh. B, 6-3-2019)

**21.70.180 Additional Conditions on Uninterrupted Delivery.**

In accordance with California Government Code § 53756, the rates posted above will be adjusted accordingly to account for any increases in the purchase cost of wholesale water, or increases in inflationary measure.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Kseniia Izgarskaia, Associate Management Analyst  
Monica Molina, Finance Manager/Treasurer  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Agreement with Claims Management Associates, Inc. for General Liability  
Claims Management Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a Professional Services Agreement with Claims Management Associates, Inc. (Attachment A) to provide general liability claims management and third-party adjustment services; and 2) Authorize the City Manager to execute the Agreement.

## DISCUSSION/ANALYSIS:

The City's risk management function is responsible for overseeing the insurance requirements of the City, managing the loss-control program, and handling all claims for damages made against the City. To assist staff with claims management and administration, the City utilizes a third-party adjustment company that provides the necessary level of specialized expertise in this area. Claims Management Associates, Inc. (CMA) have been providing claims management services to the City since 2008, and the current agreement is set to expire on June 30, 2023.

On April 26, 2023, the City issued a Request for Qualifications (RFQ 2023-04) soliciting proposals from qualified consultants to perform third-party claims management services. During the solicitation period, four proposals were received from Carl Warren & Company, CMA, Copper Claim Services, and George Hills Company. The proposals were carefully evaluated by City staff based on experience, qualifications, and the quality of services delivered under prior contracts with the City (if applicable). Proposed costs and fees were also evaluated to ensure they were in line with current market rates for the services to be provided.

After a thorough review of the submitted proposals, CMA was identified by staff as having the strongest proposal and the firm best suited to meet the City's current and future needs. CMA has over 20 years of experience providing claims management third-party adjustment services for numerous municipalities, including several cities in the San Diego region. In addition to providing an affordable fee structure, CMA has demonstrated excellent quality of services provided to the City under the current contract.

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City Council Action:

If the recommended agreement is approved, the term for the requested services would be for an initial period of three years beginning July 1, 2023, and ending June 30, 2026, with an option to extend the agreement for an additional two-year period through June 30, 2028.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to the recommended action. Funds for ongoing claims management services under the new agreement will be included in the Fiscal Year 2023-2024 and 2024-2025 Operating and Capital Budget. Currently, the City spends approximately between \$8,000 to \$15,000 on these services annually, depending on claim volume. Based on the proposed fees included in Exhibit B of the Attachment A, it is estimated that annual cost for services will remain approximately the same or increase slightly based on claim volume.

ENVIRONMENTAL REVIEW:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Agreement with Claims Management Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND CLAIMS MANAGEMENT ASSOCIATES, INC.  
FOR GENERAL LIABILITY CLAIMS MANAGEMENT SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2023 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Claims Management Associates, Inc. (“Consultant”) (collectively “Parties”).

**WHEREAS**, the City desires to employ a consultant to provide general liability claims management and third-party adjustment 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. 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, 2023 and ending on June 30, 2026. 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."** 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. 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:  
Claims Management Associates, Inc.  
Ed Garbo, President  
10755 Scripps Poway Parkway, #501  
San Diego, CA 92131  
[egarbo@cmaadjuster.com](mailto:egarbo@cmaadjuster.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

**CLAIMS MANAGEMENT ASSOCIATES, INC.,**  
a California corporation

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

By: \_\_\_\_\_  
Ed Garbo, President

ATTEST:

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

APPROVED AS TO FORM:

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

## **EXHIBIT "A"** **SCOPE OF SERVICES**

Consultant agrees to perform consulting services as required and requested by City for the role of as-needed Liability Claims Management Services. Consultant shall provide the following:

1. Basic Services:

- Provide a designated claims team to manage claims assigned by the City.
- Promptly create a claim file upon receipt of the claim against City and ensure timely and responsible claim processing, including follow up with claimant(s) regarding claim issues.
- Send acknowledgement letter to each claimant(s) advising them of the adjuster's contact information and the expected response date.
- Make prompt contact (within one business day) with claimant(s) or claimant's attorney.
- Conduct timely investigation of claim (within 30 days of the receipt of a claim, or sooner), including contact with City personnel and any witnesses within the first five days after receiving a new claim, documented with recorded statements, if possible. Obtain all possible reports, photographs, and diagrams of the scene, and use video when appropriate.
- Assess and evaluate the nature and extent of each claim, and establish claim reserves for indemnity, medical, and legal expenses at their most probable outcome, based on what is known about the claim at the time. Review reserves regularly at each diary interval and adjust as warranted by developments in the case. Evaluate sufficiency and timeliness of claim. Promptly input data into the claims management system.
- Upon completion of investigation, recommend acceptance/rejection of submitted claims. Take immediate action to promptly settle claims within the authority granted by the City, where there is clear liability on the part of the City.
- Make claims recommendations and obtain the City's authorization on all settlements prior to taking action to settle.
- Ensure timely initial reporting (within 30 days of the receipt of a claim, or sooner), progress reports and claims documentation for all non-litigated claims by submitting information to City's excess carrier or pool in accordance with the pool's claims reporting policy.
- Promptly identify subrogation, indemnity, and defense rights owed to City through contracts and additional insured endorsement. Tender and demand indemnification from responsible persons, agencies, and/or agents in an effort to recover losses suffered by City in connection with claims filed against City.

2. Data Services

- Provide a computerized loss run and summary report for each month including all newly reported, open, and newly closed claims for the period. This report will be provided within fifteen (15) days of the month-end. This report will provide the following by claim year: monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
- Provide loss run data and required reports for actuarial, auditing and reserve analysis purposes.
- Provide annual fiscal year report comparing City claim data over a ten-year period. Report will provide trending information over time including types of claims, causes

of claims, City department responsible, how claim resolved, total cost of claim and outside legal defense costs.

- Provide various responsive reports on demand, at no additional charge, such as claim frequency reports, i.e. by cause, site, City department, etc.
- Agree that all records, files, transcripts, computer tapes and other materials on claims adjusting activity developed on City claims is the property of City and shall be promptly relinquished and delivered in good order and condition upon termination of agreement at no additional cost to the City.
- Attend meetings with City staff as reasonably requested.
- Cooperate with file and program audits with City-designated auditors.
- Be available to respond, potentially upon short notice, to major emergencies or catastrophes involving potential claims.
- Provide monthly claims diary of all open files and enter review notes on claims management system.
- Upon request, provide training to City managers, supervisors, and Council on general liability issues, loss control, management responsibilities, and practices to improve and prevent claims and control losses.
- Consult with City on an ongoing basis to evaluate current practices and processes, trends, risks and exposures to reduce claim frequency and severity and resulting financial impact to City.

### 3. Special Requirements

- Consultant shall be a licensed adjusting firm in the State of California.
- Consultant must provide a qualified back up adjuster in the event of absence of the designated adjuster.
- Consultant shall conform to all applicable statutes, laws, regulations, and professional standards for such work.
- Consultant shall maintain City of Del Mar business license.

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

Item	Fee
<p>A. Hourly Rate – inclusive of:</p> <ul style="list-style-type: none"> <li>• Telephone Costs</li> <li>• Office Expense</li> <li>• Clerical work including word processing and stenography</li> <li>• Photocopies</li> <li>• Mileage</li> <li>• Photographs</li> </ul> <p>B. Minimum billing time is one (1) hour. Files with less than one hour of incurred time at closure will not be billed to the City.</p> <p>C. Costs such as non-ordinary investigative services, independent medical examinations, professional engineering services, laboratory tests, professional photography, statement transcriptions and special delivery charges etc. will be billed at cost with copy of vendor invoice attached to client statement. These services will require advance City approval.</p>	<p>\$79.50/hour</p>
<p>Monthly loss run reports</p>	<p>\$125/report</p>



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Monica Molina, Finance Manager/Treasurer  
Kseniia Izgarskaia, Associate Management Analyst  
Nestor Machado, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Second Amendment to Agreement with CliftonLarsonAllen LLP for Professional Audit Services

## REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve the Second Amendment to the Agreement (Agreement) between the City of Del Mar and CliftonLarsonAllen LLP (Attachment A) for professional auditing services, extending the Agreement for an additional two-year period ending June 30, 2025; and 2) Authorize the City Manager to execute the Second Amendment.

## DISCUSSION/ANALYSIS:

Pursuant to statutory requirements, the City is obligated to undergo annual financial audits to fulfil its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, and ethical accountability.

On June 1, 2020, the City of Del Mar entered into a three-year agreement (Attachment B) with White Nelson Diehl Evans LLP to provide professional audit services. Due to the subsequent merger of White Nelson Diehl Evans LLP by CliftonLarsonAllen LLP (CLA), on June 21, 2021, the City and CLA entered into the First Amendment to the Agreement (Attachment C) to formalize the name change. The current agreement between the City and CLA is set to expire on June 30, 2023.

Section 2.1 of the Agreement allows for a two-year extension to the Agreement upon agreement of the parties and contingent upon satisfactory performance by the Consultant. During the initial term of the Agreement, CLA has provided high quality services to the City and performed at a highly satisfactory level. For this reason, staff is proposing to extend the term of the Agreement for an additional two-year period ending on June 30, 2025.

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City Council Action:

CLA has provided high level services to the City to examine the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City, as well as the City's financial records for each of the past three fiscal years. Following the audits, CLA has also provided the City with standard reports and notes on basic financial statements. To date, CLA has provided the City with audit reports that are free of material misstatements and consistent with Generally Accepted Accounting Principles (GAAP).

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council for this agenda item. Funds for the auditing services for Fiscal Years 2023-2024 and 2024-2025, which total approximately \$50,000 annually, are included in the two-year budget proposal for Council's consideration on June 19, 2023.

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

ATTACHMENTS:

- Attachment A – Second Amendment to Agreement
- Attachment B – Original Agreement with White Nelson Diehl Evans LLP for Professional Audit Services
- Attachment C – First Amendment to Agreement

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEL MAR  
AND CLIFTONLARSONALLEN LLP  
FOR PROFESSIONAL AUDITING SERVICES**

THIS SECOND AMENDMENT to the Agreement (Second Amendment) is made and entered into effective the 1<sup>st</sup> day of July 2023, by and between the City of Del Mar, a Charter City and municipal corporation (“City”), and CliftonLarsonAllen LLP (“Consultant”) (collectively “Parties”).

**RECITALS**

WHEREAS, on June 1, 2020, the City and Consultant entered into an Agreement (Agreement), by which the City and Consultant established the terms and conditions for providing professional auditing services for a three-year period terminating June 30, 2023 and

WHEREAS, on June 21, 2021, the City and Consultant entered into the First Amendment to the Agreement to reflect the firm’s name change from White Nelson Diehl Evans, LLP to CliftonLarsonAllen LLP; and

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

WHEREAS, the Second 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 June 1, 2020 and terminating June 30, 2025 (“Termination Date”) unless terminated earlier as set forth herein.

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

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

CITY OF DEL MAR,  
a municipal corporation

CliftonLarsonAllen, LLP

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

By: \_\_\_\_\_  
Nitin P. Patel, Engagement Partner

ATTEST:

By: \_\_\_\_\_  
Nestor Machado, Acting City Clerk

APPROVED AS TO FORM:

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

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND WHITE NELSON DIEHL EVANS LLP  
FOR PROFESSIONAL AUDIT SERVICES**

This Consulting Services Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of June, 2020 by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and White Nelson Diehl Evans 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 Consultant has demonstrated that they are 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 City's Finance Manager/Treasurer 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. [Name or title of consultant's employee] 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 an initial period beginning June 1, 2020, and expiring on June 30, 2023. Upon agreement of both parties, this Agreement may be extended for an additional period beginning July 1, 2023 and ending June 30, 2025.

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 on a task order basis at the rates described in the Fee Schedule contained 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 Cost Summary 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, except for the audit workpapers. 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  
Attn: City Clerk  
1050 Camino del Mar  
Del Mar, CA 92014

White Nelson Diehl Evans LLP  
Attn: Nitin P. Patel, CPA  
2875 Michelle Drive, Suite 300  
Irvine, CA 92606

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

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

indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

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

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

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

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

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

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

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

condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

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

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

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

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

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

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

[SIGNATURES ON 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

**WHITE NELSON DIEHL EVANS LLP**  
a California limited liability partnership

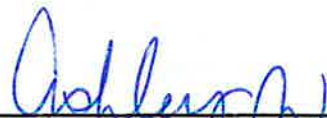
By:   
\_\_\_\_\_  
Christa Johnson, City Manager

By:   
\_\_\_\_\_  
Nitin P. Patel, Engagement Partner

APPROVED AS TO FORM:

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

ATTEST:

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Under the terms of the Agreement, the Consultant will be required to perform the following, but not limited to, scope of services:

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, 2020 through June 30, 2023. 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.

**General Schedule for Performance of Audit Services:**

<b>Date</b>	<b>Description</b>
June 30	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
December/January	Present all Reports and Opinion to the City Finance Committee and City Council

**EXHIBIT "B"**

**FEE SCHEDULE**

	<b>Year Ended June 30th</b>				
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Basic Reports to Be Issued:</b>					
City Audit, including CAFR and Related Reports	\$ 39,780	\$ 39,780	\$ 40,580	\$ 41,390	\$42,220
Gann Limit Review Report	500	500	510	520	530
<b>Total Basic Reports:</b>	<b>\$40,280</b>	<b>\$40,280</b>	<b>\$41,090</b>	<b>\$41,910</b>	<b>42,750</b>
<b>Additional Audit Reports To Be Requested At City Option:</b>					
Single Audit and Related Reports <sup>(1)</sup>	\$3,605	\$3,605	\$3,680	\$3,750	\$3,830
Annual Report of City Financial Transactions to State Controller	3,510	3,510	3,580	3,650	3,720
<b>Total Additional Reports:</b>	<b>7,115</b>	<b>7,115</b>	<b>7,260</b>	<b>7,400</b>	<b>7,550</b>
<b>Total all-inclusive maximum cost:</b>	<b>\$47,395</b>	<b>\$47,395</b>	<b>\$48,350</b>	<b>\$49,310</b>	<b>\$50,300</b>

(1) The fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$2,000 each.

Stated below is the hourly billing rate and estimated number of hours for all positions to be assigned to the audit:

	<b>Hourly Billing Rate</b>	<b>Estimated Number of Hours</b>	<b>Estimated Charges</b>
Partners	\$ 250	26	\$ 6,500
Audit Manager	165	66	10,890
Senior Accountants	125	114	14,250
Staff Accountants	95	157	14,915
Administrative Support Staff	60	14	840

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEL MAR  
AND WHITE NELSON DIEHL EVANS LLP FOR PROFESSIONAL AUDIT SERVICES**

THIS FIRST AMENDMENT to the Agreement (First Amendment) is made and entered into effective the 21st day of June, 2021, by and between the City of Del Mar, a Charter City and municipal corporation ("City"), and White Nelson Diehl Evans LLP, Inc. ("Consultant") (collectively "Parties").

**RECITALS**

WHEREAS, on June 1, 2020, the City and Consultant entered into an Agreement (Agreement), by which the City and Consultant established the terms and conditions for providing professional audit services; and

WHEREAS, on November 1, 2020, White Nelson Diehl Evans joined Clifton Larson Allen (CLA) and provided the City with a notice of name change on October 14, 2020; and

WHEREAS, the Parties now desire to amend the Agreement to reflect the firm's name change; and

WHEREAS, the First Amendment is necessary in order to amend the name of the Consultant as provided for under Section 16 – Assignability of the Agreement.

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


Section 1. In accordance with Section 16- Assignability of the Agreement, the City consents to the assignment of the Agreement to Clifton Larson Allen.

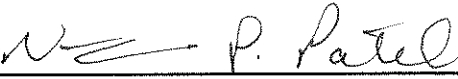
Section 2. Except as otherwise provided in this First Amendment, all terms and conditions, and attachments and exhibits thereto, of the Agreement shall remain in full force and effect.

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


CITY OF DEL MAR,  
a municipal corporation

Clifton Larson Allen

By:   
Ashley Jones, Interim City Manager

By:   
Nitin P. Patel, Engagement Partner

ATTEST:

By:   
Sarah Krietor, Acting City Clerk

APPROVED AS TO FORM:

By:   
Leslie E. Devaney, City Attorney



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Emily Torres, Management Analyst  
Clem Brown, Assistant City Manager  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Agreement for As-Needed Public Information, Communication, and Outreach Services

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a professional services agreement with Adam Kaye Communications (Attachment A) to provide as-needed public information, communication, and outreach services for an initial three-year period effective July 1, 2023, through June 30, 2026; and 2) Authorize the City Manager to execute the agreement.

## DISCUSSION/ANALYSIS:

The City contracts with an outside consultant for as-needed public information, communication, and outreach services, which is currently provided by Adam Kaye Communications.

Services provided under the agreement include effectively overseeing the City's on-going Communications Plan and creating comprehensive, strategic, innovative, and effective communications to keep the public informed and increase civic engagement for City programs, projects, and meetings/workshops. Typical services provided under the agreement include: assisting with updates to the City's website, publication of electronic news articles, Del Mar Weekly electronic newsletter publications, daily social media posts, collaboration with Del Mar TV on public service announcement videos, and assistance with press releases and speaking points.

To ensure that the City continues to receive high quality services at competitive rates, the City issued a Request for Qualifications (RFQ 2023-03) on April 19, 2023, soliciting statements of qualifications (SOQs) from qualified firms to provide as-needed public information, communication, and outreach services. Four firms submitted SOQs in response to the RFQ, including: Kleinfelder Construction Services, NBS (CivicMic), Adam Kaye Communications, and Murakawa Communications.

The SOQs were carefully evaluated by City staff based on experience and qualifications. Proposed costs and fees were also evaluated to ensure they were in line with current market

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## City Council Action:

rates for the services to be provided and to provide a comparison of costs between firms that submitted SOQs.

Based on the review of the SOQs submitted by the responsive firms, staff determined that Adam Kaye Communications, the City's current service provider, is the most qualified consultant to meet the City's current and future needs. Adam Kaye Communications has a proven track record of providing a high level of service to the City of Del Mar, offers highly competitive rates, and is an industry communications expert with a unique understanding of the City's operations.

Adam Kaye Communications has worked with the City to create and continuously promote a communications voice that is conversational and knowledgeable, while effectively providing quality information to the public. Adam Kaye Communications has built strong relationships with staff and Del Mar residents and has been highly responsive to accept assignments at unusual hours and publish information quickly and reliably. His understanding of City policies, initiatives and intergovernmental relations makes him uniquely qualified to remain as the City's communications consultant.

Staff recommends that the City Council approve the Agreement (Attachment A) with Adam Kaye Communications for an initial three-year period beginning July 1, 2023, through June 30, 2026, with the option to extend the agreement upon satisfactory service for an additional two-year period. The fee schedule included as Exhibit B of the Agreement reflects a rate of \$75/hour.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds for as-needed public information, communication, and outreach services are available in the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget, which total approximately \$49,500 annually. Funds for these services will also be included in future fiscal year operating and capital budgets for Council consideration.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Professional Services Agreement with Adam Kaye Communications

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**City Council Action:**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND ADAM KAY COMMUNICATIONS  
FOR AS-NEEDED PUBLIC INFORMATION, COMMUNICATIONS,  
AND OUTREACH SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2023 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Adam Kaye Communications (“Consultant”) (collectively “Parties”).

**WHEREAS**, the City desires to employ a consultant to provide as-needed public information, communications and outreach 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. 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 an initial period of three (3) years beginning July 1, 2023, through June 30, 2026. Upon satisfactory performance and written agreement of both parties, the Agreement may be extended for an additional two (2) year period.

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 resulting from 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 fee schedule contained 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 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 and represents by executing this Agreement, 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. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

## **7. AUDIT OF RECORDS.**

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

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

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

## **9. CONFLICTS OF INTEREST.**

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

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

**9.3** If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position

specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

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

## **11. INSURANCE**

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

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

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

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

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

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

**11.3.4 Consulting Liability.** Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of

the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

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

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

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

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

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

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

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

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

determine whether such assurances are reasonable.

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

**13. SUBCONTRACTORS.**

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

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

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

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

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

If to City:  
City of Del Mar  
City Clerk  
1050 Camino del Mar  
Del Mar, CA 92014

If to Consultant:  
Adam Kaye Communications  
Adam Kaye, Principal  
703 Teaberry Street  
Encinitas, CA 92024

**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

**ADAM KAYE COMMUNICATIONS**

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

By: \_\_\_\_\_  
Adam Kaye, Principal

ATTEST:

\_\_\_\_\_  
Nestor Machado, Acting City Clerk

APPROVED AS TO FORM:

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

**EXHIBIT “A”  
 SCOPE OF SERVICES**

MEDIA	FREQUENCY	NOTES
Facebook/Twitter	Monitor sites daily; post at least 5 times/week	<ul style="list-style-type: none"> <li>Enhance content posted to City website with images and links to reports and articles that are significant and engaging.</li> <li>Increase followers by providing quality and engaging content.</li> <li>Encourage and provide avenues for engagement with city hall by posting regarding events, public comment opportunities, and outreach.</li> <li>Manage Facebook and Twitter link buttons to footers of Web pages and ensure they are always working and troubleshoot if they are not up to standard.</li> </ul>
City Website	Publish fresh and engaging content as often as possible	<ul style="list-style-type: none"> <li>Ensure City website hosts all news releases, notices and announcements regarding City communications and provide clickable icons and links for social media and newsletters.</li> <li>Quality social media posts can be repurposed for City website and newsletter content as consultant sees fit.</li> </ul>
City website refresh and redesign	As needed	<ul style="list-style-type: none"> <li>At the discretion of IT staff, Web site contractor (CivicPlus) and management staff, Consultant shall supervise project to refresh and redesign Web site to improve its appearance, navigation and functionality.</li> <li>Provide oversight and monitoring of website to provide suggestions to update website, if needed, in between refresh with CivicPlus.</li> </ul>
CivicSend Notices	As needed	<ul style="list-style-type: none"> <li>Consultant shall receive basic info from project managers to compose and publish informative notices.</li> <li>Repurpose notices, as needed, for publication as printed handouts, mailers or utility bill inserts, social media posts and news releases for City CivicSend.</li> </ul>
Newspapers, TV, radio, Web	Daily	<ul style="list-style-type: none"> <li>Monitor all media for relevant coverage of City information and communications. Send links to staff as appropriate.</li> </ul>
Collateral Materials	As needed	<ul style="list-style-type: none"> <li>Work with staff to design and produce fliers, mailers, handouts, display boards and other materials for City presentations, meetings, events, and/or important public information.</li> </ul>
Formal letters	As needed	<ul style="list-style-type: none"> <li>Assist City staff in drafting formal letters to residents, governing boards, regulators, government executives, etc.</li> <li>Prepare for the signature and review of management staff.</li> </ul>
Speeches	As needed	<ul style="list-style-type: none"> <li>Compose talking points for management staff as needed for public speeches and engagements.</li> </ul>
Media coaching	As needed	<ul style="list-style-type: none"> <li>Provide coaching, strategy, and a sounding board for executive staff on pertinent political issues.</li> </ul>
Community Conversations/ meetings and events	Quarterly	<ul style="list-style-type: none"> <li>Schedule and coordinate events, provide production and staff support, liaise with staff, hosts and volunteers.</li> <li>Promote events on all in-house digital channels and with printed flier for distribution by host and volunteers.</li> </ul>
Telephone, e-mail	As needed	<ul style="list-style-type: none"> <li>Serve as a primary point of contact and liaison to residents, the press and city departments on all matters of communications.</li> </ul>
Del Mar Branding	On-going, As needed	<ul style="list-style-type: none"> <li>Work with DMVA and City staff to continue promoting of Del Mar branding (Torrey Pine Logo), promote on all in- house channels and with press releases and news conferences.</li> </ul>

Del Mar Weekly (Electronic newsletter)	Weekly, and as-needed quarterly larger e-newsletter post	<ul style="list-style-type: none"> <li>• Write and publish the weekly electronic newsletter, <a href="#">Del Mar Weekly</a>, that covers all aspects of City business with stories, photographs, and links to all/more relevant information (Current Del Mar Weekly site linked above).</li> <li>• Include contact info for departments and community groups in weekly posting, as-needed.</li> <li>• Always encourage and provide avenues to engage with City Hall through the weekly posting.</li> <li>• Write and publish a larger electronic newsletter posting quarterly that summarizes City business over the specified time period to provide highlight to important information.</li> </ul>
Newspaper commentaries	As needed	<ul style="list-style-type: none"> <li>• 500-word opinion pieces drafted for the byline of the city manager, or other senior staff members, that speak to an issue or City program and explain why it's important and why the public should be invested in said issue or City program.</li> </ul>
Video content	As often as possible	<ul style="list-style-type: none"> <li>• Work with DMTV to produce short and informative videos for broadcast and publication on in-house digital channels.</li> <li>• Use content to post and bolster the city's YouTube page for viewing.</li> </ul>
Press releases	As often as possible	<ul style="list-style-type: none"> <li>• Craft press releases using the journalistic, inverted-pyramid style of storytelling, with the Who, What, When, Where and Why answered in the lead paragraphs.</li> <li>• Include a headline and direct quotes.</li> <li>• Write the story so it can be copy-pasted right onto the pages of a newspaper or a TV script.</li> </ul>

**Exhibit "B"**  
**Fee Schedule**

<b>TASK</b>	<b>RATE</b>
All tasks identified in Exhibit "A", Scope of Services at estimated 55 hours/month	\$75/hour



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Emily Bernardo, IT Manager  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Approval of Lease and Maintenance Agreements with Canon USA, Inc. C/O Signa Digital Solutions, Inc. for a new Canon Multi-Function Device

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a sixty (60) month lease (Attachment A) and maintenance agreement (Attachment B) with Canon USA, Inc. C/O Signa Digital Solutions, Inc. for a new Canon Color Multi-function Device (MFD) for City Hall.

## DISCUSSION/ANALYSIS:

The City's current Canon Color MFD is the primary high-volume production machine at City Hall used to produce City Council, Design Review Board, and Planning Commission agenda packets, public notices, and high-volume scanning, etc. The product features and performance, along with Signa's support and expertise, allowed the City to streamline the agenda packet processing workflow significantly over the years. It is in the City's best interest to stay with the Canon product line, as many of the City's workflows are dependent on its features. In addition, the City has several other smaller Canon MFDs that provide a consistent user interface that is familiar to staff and easy to use.

The City entered into a 60-month lease and maintenance agreement for a Canon Color MFD (model iR ADV C7580 PRO) in June 2017. The lease term ended in June 2022; however, the City opted to renew the lease for an additional year as the device continued to perform adequately and the recommended replacement model (Canon imagePRESS Lite C270) was brand new at the time. The replacement model has been on the market for over a year and has proven to be a reliable model. The Canon Color C270 MFD will offer the same familiar user interface and functionality, with improved performance, security features and energy savings.

Signa Digital Solutions is an authorized Canon dealer and maintenance provider certified for procurement with the State of California to provide services under the California Participating Addendum 7-19-70-46-01 to the NASPO ValuePoint Contract #140595 between the State of Colorado (lead state) and Canon USA, Inc.(Attachment C). Signa

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City Council Action:

Digital Solutions has been providing service and support for the City's leased MFDs since 2012. The support agreement includes parts, labor, toner, on-site training, technical support, and four-hour response time for service calls. Signa Digital Solutions has been a valuable and reliable service provider to the City over the years and it is not practical or in the City's best interest to change MFD support providers at this time.

The annual cost for the Canon Color C270 MFD lease is \$9,476 per year and \$47,380 for the 60-month contract term. The annual cost for the supply and maintenance contract with Signa Digital Solutions is \$4,860 and \$24,300 for the 60-month contract term. The lease terms, per the NASPO ValuePoint contract, include a non-appropriation of funds clause that allows the City to cancel the lease agreement if funding is not available in the future. (See Leasing Terms & Conditions 4.5.8 F in Attachment C.)

Pricing and contract terms are based on the NASPO ValuePoint Contract #140595 – Copiers and Managed Print Services between the State of Colorado (lead State) and Canon USA, Inc. The California Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual contractors, including Canon USA, Inc., for use of the NASPO ValuePoint Copiers & Managed Print Services Master Agreement. NASPO ValuePoint is a competitively bid, cooperative purchasing program. This contract provides favorable terms for leasing and maintenance including discounted pricing, free delivery, and installation. Del Mar Municipal Code Section 7.04.090 G allows the City to use a vendor awarded a contract by another public agency if that agency contracted for goods or services through a competitive process.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council as part of this agenda item. There are funds included in the proposed FY 2023-24 and 2024-25 operating budgets to cover the cost of the equipment lease and maintenance services, which together total \$14,336 annually. Future lease and maintenance costs will be budgeted in their respective fiscal years.

ATTACHMENTS:

- Attachment A: NASPO ValuePoint Master Agreement Lease Terms
- Attachment B: Maintenance Agreement
- Attachment C: California Participating Addendum
- Attachment D: Proposal

## Attachment A

To view the complete NASPO ValuePoint Agreement, visit: <https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/canon/>

### ATTACHMENT A, CANON LEASE AGREEMENT TERMS AND CONDITIONS

**CFS:** Canon Financial Services, Inc., a New Jersey Corporation, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054

**CUSTOMER:** political subdivision or agency or other Purchasing Entity under the applicable Participating Addendum

**PRODUCTS:** The Devices, Accessories, parts, software, and/or Supplies being leased by Customer under a Fair Market Value Lease, a \$1 Buyout Lease, a Straight Lease, or a Short-Term Lease, as specified in the applicable Order.

1. **TERM OF LEASE:** Each lease of Products under an Order shall be effective on and commence from the date the Products are delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Products as specified herein. The term of each lease shall consist of the initial term specified in the applicable Order and any renewal term(s) if and as applicable. After acceptance of the Products, Customer shall have no right to revoke such acceptance or cancel the lease during the term thereof, except as set forth herein.

2. **RENEWAL OF LEASE; RETURNS OR PURCHASES OF PRODUCTS; BUYOUT TO KEEP/RETURN:** Leases shall not be subject to automatic renewals, except as hereafter provided. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, Customer shall return the Products at the end of the initial lease term, or at the end of the Renewal Lease Term, or CFS may pick the Products up, without any further financial obligations to Customer.

**FMV Leases:** Upon expiration of the initial lease term, Customer may do one of the following:

- 1) Exercise its purchase option;
- 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, Short-Term Leases excepted; or
- 3) Return the Products to CFS, or have CFS pick the Products up.

**\$1 Buyout Leases:** Upon the expiration of the initial lease term, CFS shall provide title to the Products to the Customer, or as otherwise determined in a Participating Addendum, and Customer shall not be subject to any additional expense in order to assume possession of the Products.

**Straight Leases:** Upon the expiration of the initial lease term, Customer may do one of the following:

- 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer; or
- 2) Return the Products to CFS, or have CFS pick the Products up.

**Short-Term Lease:** Upon the expiration of the initial lease term, Customer may do one of the following:

- 1) Renew the rental on a month to month basis, up to a total maximum term of 12 months, including the initial lease term; or
- 2) Return the Products to CFS, or have CFS pick the Products up.

If Customer desires to exercise a purchase, renewal, or return of the Products, it shall give CFS at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the

contrary, if Customer fails to notify CFS of its intent with respect to the exercise of a purchase, renewal, or return of the Products, the initial lease term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.

Notwithstanding the foregoing, if Customer fails to notify CFS at least thirty (30) days prior to lease termination of a digital press Production Device and/or large format printer, then the lease will automatically renew on a month-to-month basis until Customer notifies CFS of its intent. In such a case, the automatic renewal term shall not exceed a maximum of 12 monthly payments. At which point in time, CFS will make arrangements to pick up the Equipment from Customer.

If Customer does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Customer received it, except for ordinary wear and tear.

Product Payments for renewal terms shall never exceed Master Agreement pricing. If Customer enters into a renewal term, then the Product Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.

Customers under FMV or \$1 Buyout Leases shall have a Buyout to Keep Option. Customers under FMV, \$1 Buyout or Straight Leases shall have a Buyout to Return Option. The Buyout to Keep Option price shall be the Remaining Lease Balance (as hereinafter defined). The Buyout to Return Option shall be the Remaining Lease Balance, less the Fair Market Value (as hereinafter defined). Customer must notify the CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease. Customer must notify CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Products to CFS in good working condition (ordinary wear and tear excepted).

3. **PAYMENTS:** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as CFS may designate. The remaining payments (together with the first scheduled payment, the "Payments") will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order. The Payments are comprised of the principal and interest thereon. Customer's obligation to pay all amounts due for the lease of the Products shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. **NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE PRODUCTS. CUSTOMER AGREES THAT THE PRODUCTS ARE LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE PRODUCTS, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any warranty with respect to the Products made by the manufacturer, dealer, or supplier is separate from, and is not a part of, the lease of the Products and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default with respect to its lease, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any

item of the Products; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Products. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE PRODUCTS ON BEHALF OF CFS.

6. **NON-APPROPRIATION OF FUNDS:** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. Customer may terminate any such lease agreement, and CFS waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customer's funding sources are not available.

7. **ACCEPTANCE; DELIVERY:** Customer's acceptance of a Product as provided in the Master Agreement shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Products from the location specified in the applicable Order except with the prior written consent of CFS. Customer shall keep the Products free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth in the applicable Order. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Products will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Products. Customer shall put the Products only to the use contemplated by the manufacturer or developer. The Products shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Products (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Products. This Section shall survive termination of the lease.

11. **MAINTENANCE; ALTERATIONS:** Customer shall at all times maintain and keep in effect a service contract, through one of Contractor's Authorized Dealers under the Master Agreement or by other contractual arrangements, to keep and maintain the Equipment in good working order and to supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. **TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE AND OTHER TAXES,

AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Products, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Notwithstanding the generality of the foregoing, Customer shall not be liable for property taxes, which shall be the sole responsibility of CFS.

13. **INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under the lease; plus (ii) the present value of all remaining Payments for the full term of the lease; plus (iii) except in the case of \$1 Buyout Leases, the Fair Market Value of the Products (as defined herein); plus (iv) any applicable taxes, and any expenses, charges or fees which may be payable as otherwise provided herein or in the Master Agreement or the applicable Participating Addendum. For purposes of determining present value, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer with respect to the lease. CFS and any of its affiliates may make a profit on the foregoing.

14. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Products from any cause whatsoever, effective upon delivery to the Customer, except that Customer shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation. No such loss, theft or damage shall relieve Customer of any obligation with respect to its lease of the Products. If any Equipment is lost or stolen, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. **DEFAULT:** Each of the following is a "default" under these lease terms:

- i) Customer fails to pay any Payment within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
- ii) Any representation or warranty made by Customer in these lease terms or in the Master Agreement is false or incorrect and Customer does not perform any of its obligations under these lease terms or in the Master Agreement, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after CFS has notified Customer;
- iii) Customer or any guarantor makes an assignment for the benefit of creditors;

- iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
- v) Customer stops doing business as a going concern or transfers all or substantially all of Customer's assets.

16. **REMEDIES:** If Customer defaults on a lease, then CFS, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following:

- i) Cancel or terminate the Order;
- ii) Require Customer to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to the Remaining Lease Balance.

17. **EXPENSES OF ENFORCEMENT:** Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. **ASSIGNMENT:** (i) Customer has no right to sell, transfer, encumber, sublet or assign the Product or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld). (ii) CFS may not sell or assign any portion of CFS' interests in the Products or any Order for leases, without notice to Customer even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as CFS assigns to them, but none of CFS' obligations (CFS will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Customer may have against CFS.

19. **DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. CFS does not have an obligation to erase or overwrite Data upon Customer's return of the Products to CFS. Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of the lease term under the applicable Order. The terms of this section are without limitation of Contractor's obligations with respect to Data under the Master Agreement, the applicable Participating Addendum, and the applicable Order.

20. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Order, in inverse order of maturity, and thereafter shall be refunded. If the lease under any Order is characterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Products to secure payment and performance of Customer's obligations under such Order.

21. **UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH ORDER IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

22. **WAIVER OF OFFSET:** Each Order shall be a net lease. If the Products are not properly installed, do not operate as represented or warranted, or are unsatisfactory for any reason, Customer shall make

such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Order, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

23. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state or other eligible Purchasing Entity under the applicable Participating Addendum; (b) that entering into and performance of each Order is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented each Order for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

24. **GOVERNMENT USE:** Customer agrees that the use of the Products are essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Products during the term of the applicable Order and Customer will use the Products only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.



# Sales Order Agreement

City of Del Mar  
1050 Camino Del Mar  
Del Mar CA 92014

Date	5/24/2023
Buyer	
P.O. #	
Sales Rep	Lisa Morales

Ship To	
City of Del Mar	
1050 Camino Del Mar	
Del Mar, CA 92014	
Contact:	Emily Bernardo
Phone/Fax:	(858) 755-9313 (858) 755-2794

Bill To	
Canon Financial Services	
158 Gaither Dr.	
Mount Laurel, NJ 08054	
Billing Contact:	
Phone/Fax:	856-213-1000

<b>Purchase Order:</b>		<b>Approx Delivery Date:</b>	
<b>Account Type:</b>		<b>Lease Months:</b>	60
<b>Monthly Payment:</b>			\$726.13
B/W CPP	0.009	Color CPP	0.045
B/W Printer CPP	0	Color Printer CPP	0
B/W Base		B/W Printer Base	

Quantity	Product #	Description	Unit Price	Total Price
1	5589C002AA	imagePRESS Lite C270 208V imagePRESS Lite C270 208V <1>	Lease	Lease
1	0162C002AA	imagePRESS Lite C270 208V Paper Deck Unit-E1 <4>		
1	1266V426	imagePRESS Lite C270 208V USB Key Board (Cherry) <10>		
1	0165C001AA	imagePRESS Lite C270 208V Utility Tray-B1		
1	5224C001AA	imagePRESS Lite C270 208V Paper Folding Unit-K1 <5>		
1	5738B002AA	imagePRESS Lite C270 208V Puncher Unit-BS1(2/3H) <4>		
1	5593C006AA	imagePRESS Lite C270 208V Staple Finisher-AG1 Set<1><2>		
1	3998C001AA	imagePRESS Lite C270 208V Super G3 FAX Board-AX1		
For P.O. Naspo Contract #140595				

Comments/Special Instructions				
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
	N	Y	Y	
Delivery Instructions				
Special Payment Terms & Due Dates				
Warranty/Maintenance Agreement				
			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Subtotal</b>	Lease
<b>Sales Tax</b>	Lease
<b>Delivery/Installation</b>	Included
<b>TOTAL AMOUNT</b>	Lease
<b>Less Payment (Check # _____)</b>	
<b>AMOUNT DUE</b>	Lease

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
	Ashley Jones	City Manager		

# Signa Digital Solutions Terms and Conditions

1. Acceptance by SDS of contract: References made to "SDS" shall mean Signa Digital Solutions Inc. Machines sold by SDS are eligible for a service contract immediately upon the expiration of the warranty period. If service contract is requested at any other time, machine must first be inspected by SDS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by SDS which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 ½%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$20.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by SDS, including but not limited to, court, attorneys and accounting fees, if required.

2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse SDS for all amounts paid or payable by SDS in discharge of the forgoing taxes. Customer shall not be responsible for taxes based on SDS's gross or net income.

3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund.

4. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.

5. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.

6. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacture's specification. At customers sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.



Signa Digital Solutions  
 8525 Camino Santa Fe Suite H  
 San Diego , CA 92121

## Service Agreement

Date	5/24/2023
Customer #	
Representative	Lisa Morales

Ship To	
City of Del Mar	
1050 Camino Del Mar	
Del Mar, CA 92014	
Contact:	Emily Bernardo
Meter Contact:	Chris or Emily
Meter Method:	Imageware Remote
E-Mail	<a href="mailto:EBernardo@delmar.ca.us">EBernardo@delmar.ca.us</a> (858) 755-2794

Bill To	
City of Del Mar	
1050 Camino Del Mar	
Del Mar, CA 92014	

### Installation and Service Agreement Options

*Appropriate categories must be initiated by the client in the box to the left of the option.*

Maintenance Type:	<b>Premium Color: Includes parts and labor, drums and developer, toner for Color copiers. Does not include paper,</b>
Billed with Lease:	No
Contract Length (months):	60
Contract Start Date:	Upon Delivery

	Base Rate	Base Allowance	Base Billed	Base Amount	Overage	Overage Billed
B/W	0.009	30000	Quarterly	\$270.00	0.009	Quarterly
Color	0.045	21000	Quarterly	\$945.00	0.045	Quarterly
B/W Printer	0	0		\$0.00		
Color Printer	0	0		\$0.00		

*If wide-format, billing is per Square foot / Linear Foot*

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
imagePRESS Lite C270 208V imagePRESS Lite C270				
imagePRESS Lite C270 208V Paper Deck Unit-E1 <4>				
imagePRESS Lite C270 208V USB Key Board (Cherry)				
imagePRESS Lite C270 208V Utility Tray-B1				
imagePRESS Lite C270 208V Paper Folding Unit-K1 <				
imagePRESS Lite C270 208V Puncher Unit-BS1(2/3H)				
imagePRESS Lite C270 208V Staple Finisher-AG1 Set				
imagePRESS Lite C270 208V Super G3 FAX Board-A)				

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date
	Ashley Jones	City Manager		

# Terms and Conditions

## 1. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material for adjustments, repairs and replacement of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover performing electrical work external to machines, maintaining other devices not authorized by Signa Digital Solutions, Inc and or its supplier(s), painting or refinishing machines, making specification changes, adding or removing accessories, attachments or other devices, or providing service which shall be impractical for Signa Digital Solutions, Inc representatives to render because of alterations in the machines or their connection by mechanical or electrical means to other machines or devices. Damage to the equipment or its parts that is not arising out of or caused by (i) Signa Digital Solutions, Inc.'s or its representatives' misuse, abuse, or negligence, or (ii) the attachment of unauthorized component accessories or parts, use of substandard supplies or other causes beyond the control of Signa Digital Solutions, Inc are not covered by this Agreement. In addition, Signa Digital Solutions, Inc may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by Signa Digital Solutions, Inc, or if parts, accessories or components not authorized by Signa Digital Solutions, Inc or its suppliers are fitted to the equipment. Signa Digital Solutions, Inc agrees to use its best efforts to perform the services covered by this agreement in a professional manner and in accordance with (a) the standards of care and diligence practiced by recognized organizations in performing services of a similar nature at the time the services are performed, (b) the terms and conditions of this agreement, and (c) all applicable laws.

## 2. SERVICE CALLS

Service calls under this Agreement will be made during normal business hours (i.e., Monday – Friday, 8:00 am – 5:00 pm) at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays if and when available, will be charged at overtime rates in effect at this time the service call is made. Signa Digital Solutions, Inc representatives will not handle, disconnect or repair unauthorized attachments or components: customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Signa Digital Solutions, Inc and its employees harmless for damages to any unauthorized parts, components or accessories resulting from service performed on equipment supplied by Signa Digital Solutions, Inc. If other than Signa Digital Solutions, Inc representatives shall at any time perform repair or maintenance service on any of the machines, Signa Digital Solutions, Inc may, if in its reasonable opinion the cost of maintenance thereof will be substantially increased, discontinue service for such machine hereunder if Customer refuses to pay any increased cost of servicing such machine. Service for any machine discontinued hereunder would thereafter be furnished, if requested, at Signa Digital Solutions, Inc established time and material charges therefore then in effect with respect to any increased cost of servicing such machine.

## 3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes any and all labor necessary for the equipment to operate as intended by its manufacturer, including lubrication and cleaning of the equipment and the adjustment, trouble-shooting, repair or replacement of parts described in paragraph

## 4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are:

Cassettes (Paper), Document Feeder Cover and Belts, "Cosmetic" Parts

Parts furnished under this agreement will be furnished on an exchange basis under which replaced parts become the property of Signa Digital Solutions, Inc. The parts furnished will be new parts or parts equivalent to new if new parts are not available.

## 5. RECONDITIONING

Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion Signa Digital Solutions, Inc determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, Signa Digital Solutions, Inc will submit to customer an estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, Signa Digital Solutions, Inc may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, Signa Digital Solutions, Inc will make service available on a "Per Call" basis at published rates in effect at the time of service.

## 6. TERM

This Agreement shall become effective upon receipt by Signa Digital Solutions, Inc. Subject to Section 9 (Non-Performance) below, the maintenance charge provided on the reverse side of this Agreement shall continue for term specified or the maximum number of copies shown on the reverse side of this Agreement, whichever occurs sooner.

## 7. CHARGES

The initial annual charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date the Signa Digital Solutions, Inc invoice for such charges is received by Customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls, may require an increase in maintenance charges and agrees to pay such charges promptly when due. If equipment is moved to a new service zone, the supplier shall have the option to charge and the customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a prorated basis. If equipment is moved beyond supplier's published service zones, customer agrees to pay a fair and reasonable up-charge for continued maintenance under this Agreement, taking into account the distance to customer's new location and the published rates of supplier's service on a "Per Call" basis. If specification changes are made in the machines or accessories, or if attachments or other devices are added or removed, Signa Digital Solutions, Inc may, reasonably adjust the maintenance charges on the machines and will provide Customer with written notice of any such adjustment within 30 days. If equipment is moved out of Signa Digital Solutions, Inc service area, this contract will cease.

Service charges are based on standard 8.5 X 11 images. Signa reserves the right to assess additional images charges for non-standard, including 11X17 images. Customer acknowledges that pricing based on prevailing rates at the time of contract. Unless otherwise expressly agreed to in writing, if the term of any service order exceeds 12 month, the periodic service charges and the cost of additional images may be increased by Signa up to 10% annually for each year beyond the initial 12-month period, and customer expressly consents to such adjustment without additional notice.

## 8. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided under this Agreement, promptly when due, and within 15 days written notice of non-payment: (1) Signa Digital Solutions, Inc may (a) refuse to service the equipment or (b) furnish service on a C.O.D "Per Call" basis at a published rates in effect at this time of service.

## 9. Return Policy

All sales are subject to Signa's Return & Exchange Policy. Return and exchange Period is 30 Days for all equipment sales. Refunds will be subject to a 20% restocking charge from original purchase price. Nonreturnable items and nonrefundable items are identified as: Labor, delivery and installation services, equipment move charges, damaged items, missing accessories, open toner box and cartridges.

## 10. Non-Performance

In the event that Signa Digital Solutions Inc. does not perform (performance to be defined as 92% of uptime averaged on all equipment) the services to the Customer's satisfaction, the Customer shall inform Signa Digital Solutions Inc in writing. Signa Digital Solutions Inc shall have a period of thirty (30) business days from the receipt of such notice to correct any deficiencies in performance, but in any case, will use its best efforts to correct any deficiency in performance as soon as reasonably possible. At the end of the thirty day period, if Signa Digital Solutions Inc is still unable to correct the problem, the Customer shall then have the option to terminate this Agreement with thirty (30) days' notice without incurring any penalty, with exception to reimbursement of all buyouts and/or all sums expended to retire or buyout previously existing agreements either to the customer or a third party to initiate this agreement. Buyouts will be pro-rated by total of buyout divided by months of service. Performance will be a measurement of regular working hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.

## 11. Notice

All statements, notice and other communications to be given here (other than requests from the Customer for services) shall be in writing and, unless otherwise provided, shall be deemed to have been duly given when delivered in person or when deposited with Federal Express (or other overnight courier), or in the US Mail, postage prepaid, properly addressed, registered or certified mail, return receipt requested, to the address as set forth below, or to such other address or addresses as may be designated in writing by notice given to the other party pursuant to this paragraph.

**If to Signa Digital Solutions Inc Attention:**

Shannon Kirby 8525 Camino Santa Fe , San Diego Ca, 92121 858-467-7979 Fax 858-467-7980

**If to Customer Attention:** \_\_\_\_\_

## 12. Use of SIGNA DIGITAL SOLUTIONS, INC recommended supplies:

If the customer uses other than Signa Digital Solutions, Inc recommended supplies and if such supplies are defective or not acceptable for use on Signa Digital Solutions, Inc machines, and cause abnormally frequent service calls or service problems, then Signa Digital Solutions, Inc may, at its option, assess a surcharge or terminate this Agreement and the unused portion of the maintenance charge will be refunded. In this event, the customer will be offered service on a "Per Call" basis at published rates.

## 13. NO WARRANTY

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SIGNA DIGITAL SOLUTIONS, INC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AND SIGNA EACH AGREE THAT NEITHER PARTY IS RESPONSIBLE TO THE OTHER PARTY FOR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

## 14. MISCELLANEOUS.

This agreement shall be governed by and construed according to the laws of the State of California. This agreement constitutes the entire agreement between the parties regarding the subject matter covered hereunder and supersedes any prior written and oral agreement between the parties regarding such subject matter. This agreement may not be modified except in writing signed by duly authorized officers of Signa Digital Solutions, Inc and the customer.

Customer Initials \_\_\_\_\_

# Equipment Removal Form

For all equipment trade-ins, lease returns, and removals.

Customer	Leasing Company
City of Del Mar 1050 Camino Del Mar Del Mar, CA 92014 (858) 755-9313      (858) 755-2794	DLL Special

Buyout/Upgrade Check Payable To	Buyout Details	Removal Details
	Buyout Amount	Removal Date
	Expiration Date	Lease Copy? <input type="checkbox"/> (check)
	Agreement #	Letter of Intent? <input type="checkbox"/> (check)

Equipment Detail				
Make	Model	Serial	End Meter	Notes
Canon	C7580	WFL01050_R		Please return to leasing company
0	0	0	0	
0	0	0	0	

Reason for Removal	Additional Comments
<input type="checkbox"/> 1. Customer Owned Trade In The Customer's signature below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to [TRANSFER TO COMPANY].  <input checked="" type="checkbox"/> 2. Lease Return-Unit to be returned to leasing company (check A, B or C below) <input type="checkbox"/> 3. Lease Return-Unit trade in to Dealer (check A, B or C below)  <input checked="" type="checkbox"/> A. Buyout to be paid by Dealer to the leasing company <input type="checkbox"/> B. Buyout to be paid by Dealer to the customer who will pay the leasing company <input type="checkbox"/> C. Buyout to be paid by the customer directly to the leasing company	

Customer Acceptance		Dealer Representative		Check Approval	
Authorized Signature	Date	Signature	Date	Signature	Date

The Buyout/Trade-In Check to you, the Customer, is intended to offset the costs of canceling the contract with the existing Lease Vendor. Your Company is solely responsible for any previous contract. The Customer's signature below acknowledges that the said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. Dealer is not responsible for any additional charges unless specifically noted. In case of option A and B, above, Dealer requires a copy of the Front and Back of the lease document. The Customer is responsible for notifying the Vendor with a "Letter of Intent" to return the equipment per the terms of the original lease and then provides Dealer with the return shipping instructions.

Dealer agrees to pay the agreed upon amount within 5 business days after customer's verification of installed and functional equipment from Dealer.

Dealer agrees to store equipment at customer's request for a period not to exceed 90 days from date equipment is removed from customer's location. After 90 days customer agrees to pay Dealer normal storage fees until equipment is shipped back to leasing company.

Dealer is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01  
AMENDMENT 2**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140595  
**Canon U.S.A., Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-19-70-46-01 as follows:

- 1) Agreement is extended from December 31, 2022 to July 31, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:
  - A. The term of this Participating Addendum shall begin upon signature approval by the State and will end July 31, 2024, or upon termination by the State, whichever occurs first.
- 2) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

**Participating Addendum 7-19-70-46-01  
Amendment 2**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

Canon U.S.A., Inc.

*Agency Name*

*Contractor Name*



11/29/2022

DocuSigned by:  
Mason Olds

11/7/2022

*Authorized Signature*

*Date Signed*

*Authorized Signature*

*Date Signed*

Julie Matthews, MAU2 Supervisor

Mason Olds

SVP

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

One Canon Park  
Melville, NY 11747

*Address*

*Address*

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01  
AMENDMENT 1**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140595  
**Canon U.S.A., Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-19-70-46-01 as follows:

**Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2022, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

Canon U.S.A., Inc.

*Agency Name*

*Contractor Name*

 11/29/2021

 11/19/2021

*Authorized Signature*                      *Date Signed*

*Authorized Signature*                      *Date Signed*

Stephanne Lim, MAU2 Supervisor

Mason Olds                                      SVP

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

One Canon Park  
Melville, NY 11747

*Address*

*Address*

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01**  
Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140595  
**Canon U.S.A., Inc. (Contractor)**

This Participating Addendum Number 7-19-70-46-01 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Canon U.S.A., Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 140595.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of Copiers and Managed Print Services under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement Number 140595 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2021, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

### 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
  - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
  - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

### 4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-19-70-46-01
  - 2) Colorado NASPO ValuePoint Master Agreement Number 140595
  - 3) Colorado Solicitation RFP-NP-18-001 including all Addendums
  - 4) Contractor's response to the Colorado Solicitation

### 5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 140595 are allowed under this Participating Addendum:
- 1) Group A - A3 Multifunction Devices
  - 2) Group B - A4 Multifunction Devices
  - 3) Group C - Production Equipment
  - 4) Group D - Single-function Printers
  - 5) Group E - Large/Wide Format Equipment
  - 6) Group F - Scanners
  - 7) Managed Print Services may be provided on Groups A - F

**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES**

A. The following products or services are prohibited for purchase by state agencies under this Participating Addendum. These restrictions do not apply to local governmental entities.

- 1) Leasing and Rental Options
- 2) Products:
  - a) Remanufactured Equipment
  - b) Imaging equipment that does not meet or exceed Electronic Product Environmental Assessment Tool (EPEAT) Silver
  - c) Imaging equipment that is not Energy Star certified
  - d) Software containing "Clickwrap" Agreements
  - e) Not Specifically Priced (NSP) items not listed or priced in NVP Price Lists
- 3) Services:
  - a) Mail Room Services
  - b) Network and Data Security
  - c) Records Management

B. Product and service categories available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

**7. PRICING**

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copier and Managed Print Services website.

**8. CONTRACTOR SUPPLEMENTAL DOCUMENTS**

Pursuant to the terms and conditions incorporated into this Participating Addendum, Contractor Supplemental Documents attached to the Colorado NASPO ValuePoint Master Agreement as Attachment A through Attachment H, shall be negotiated to the mutual agreement of the Contractor and ordering agency and attached to the purchase/contract document.

**9. AUTHORIZED RESELLERS**

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

- 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.

## Participating Addendum 7-19-70-46-01

- 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
  - C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
  - D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
  - E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
  - F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

### 10. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

### 11. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

### 12. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within eleven product categories in the California Department of Resources Recycling and Recovery's SABRC per Public Contract Code Sections 12200-12217.

## Participating Addendum 7-19-70-46-01

- B. Contractor will be required to complete and return a Recycled-Content Certification form (<https://www.calrecycle.ca.gov/contracts/forms>) upon request by the state agency.

### 13. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. F.O.B. (Free On Board) Destination

### 14. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- C. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- D. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

### 15. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox ([PDCooperatives@dgs.ca.gov](mailto:PDCooperatives@dgs.ca.gov)).

**Participating Addendum 7-19-70-46-01**

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

**16. ADMINISTRATIVE FEE**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:  
  
State of California  
Department of General Services, Procurement Division  
Attention: Cooperative Agreement Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

**Participating Addendum 7-19-70-46-01**

G. Administrative fee checks are due for each quarter as follows:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**17. CONTRACT MANAGEMENT**

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

<b>Contractor</b>	<b>Contract Manager</b>
Name:	Dave Rothauser
Phone:	(631) 330-5443
Fax:	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
Address:	Canon U.S.A., Inc. 1 Canon Park Melville, NY 11747

B. The State Contract Administrator for this Participating Addendum shall be as follows:

<b>State</b>	<b>Contract Administrator</b>
Name:	Yolanda Tutt
Phone:	(916) 375-4408
Email	Yolanda.Tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

**18. TERMINATION OF AGREEMENT**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**19. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**20. AGREEMENT**

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Colorado NASPO ValuePoint Master Agreement Number 140595, at prices equal to or lower than the prices on that contract.

Participating Addendum 7-19-70-46-01

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

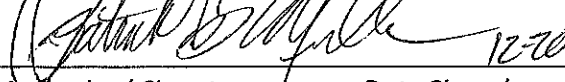
**CONTRACTOR**

Department of General Services

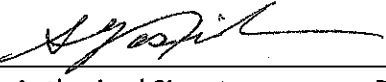
Canon U.S.A., Inc.

Agency Name

Contractor Name

  
Authorized Signature

12-20-19  
Date Signed

  
Authorized Signature

12/18/19  
Date Signed

Patrick B. Mullen - Manager MADS

Shinichi Yoshida - Executive Vice President + G.M.

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street  
West Sacramento, CA 95605

1 Canon Park  
Melville, NY 11747

Address

Address

2019 DEC 19 PM 3:46  
DEPT. OF CORRECTIONS  
PROGRAMS DIVISION

Usage Report:

Contract Number:	_____
Contractor:	_____
Reporting Period:	_____
Report Value:	_____
Administrative Fee:	_____

Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category/ Group	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MS RP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version

**Usage Report (Template Key)**

Contract Number: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_  
Report Value: \_\_\_\_\_  
Administrative Fee: \_\_\_\_\_

Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N
Column Name	Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category/ Group	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version	
<b>Description</b>	State Agency or Local Government name as described on the purchase document	Identify ordering agency as a "State" or "Local Government" entity, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category/Group for each line item (commodity/ service) that includes Contractor respective percent discount off MSRP.  This identifier should match the identifier provided in the Contractor's specific Control Set	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Packaging unit descriptor (i.e. each, box, dozen, case, lbs, pallet etc.).	Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.	An independently verifiable public price (MSRP) available to the general public.  When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line item	Total Price ( Quantity X Contract Unit Price ); ( Column J x Column L )	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)	
<b>Format</b>	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Variable Character	Number	Currency	Currency	Currency	Date / Variable Character	
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.2.1	ISINK34	Application Services	EA	1	\$55.00	\$48.95	\$48.95	7/19/2012	
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.3.1	Annual Maintenance	3-year Maintenance	EA	1	\$300	\$270.00	\$810.00	7/19/2012	
<b>Example</b>	Department of General Services	State	2832820	4/30/2013	5.3.1	IS330AI + SP10	1-year Maintenance	EA	1	\$48.00	\$24.96	\$898.56	7/19/2012	

**(1) – New Canon imagePRESS C270 Multifunctional Device**

- Print/Copy 70 ppm Color and 80 ppm B&W
- Now Scans up to 270 vs 160 on your current model.
- Blank Page Removal for Scans & Copying
- Stapling Finisher X1
- Paper Deck, Utility Tray, Keyboard, 2/3 Hole Punch, Folding unit
- Super G3 Fax
- Scan PDF and convert to MS Word and PowerPoint
- Encrypted PDF
- Includes: Delivery, Installation and Training
- Returning Canon C7580 Equipment back to leasing company
- Includes existing buyout of current lease.



**60 Month FMV Lease:**

**\$726.13 + tax**

**Naspo Pricing Contract# 140595**

**Canon imagePRESS C270 Series Device:**

	<u>Monthly Volume</u>	<u>Cost Per Click</u>	<u>Monthly Cost</u>
Black & White:	10000	\$ 0.009	\$ 90.00
Color:	7000	\$ 0.045	<u>\$ 319.00</u>
Total Monthly expense for Service:			\$ 405.00

- ***Maintenance includes all toner, parts and labor in order to keep equipment up and running.***



**Signal Signature Service**

**4 Hour Guaranteed Response Time**

**Canon**  
AUTHORIZED DEALER

**Pro-Active Service Philosophy** - We routinely service and replace parts as scheduled maintenance before they wear out and break... not after!

**Comprehensive Service** - \* All Parts, Labor, Supplies (Except paper and staples) included in Maintenance Program

**imageWARE REMOTE Software Tool** – Will automatically send alerts for supply replenishment, electronically collect meter reads, and allows our service department to monitor all error codes.

SIGNA DIGITAL SOLUTIONS, INC.



Signa Digital Solutions: Locally owned Certified Small Business offering Canon USA/NASPO pricing.

**Highlights of the new Canon C270:**

70/80 ppm Color/Mono speed

High speed scanning at 270 images per minute: Scan to email, folder, storage

Scan in multiple formats: word, ppt, pdf, tiff, jpeg

Print onto heavier stocks: up to 130lb Cover stock.

Warm up speed of 30 seconds!

**Security Improvements:**

- Trellix/McAfee Embedded Control
- Switch from HDD to Solid-State Drive (SSD)- Protected by Password Lock, Encryption, and initialize Features.
- Enhancement to Verify System at Startup: if validation fails, automatically rewrites to a Golden Master
- Trusted Platform Module (TPM) 2.0- Supports the latest version for stronger encryption technology.



# Signature Service

**“Total Quality Assurance” Maintenance Program**

➤ **4hr Guaranteed Response Time**

➤ **Pro-Active Service Philosophy**

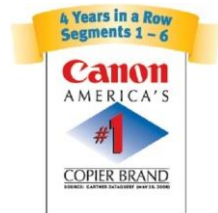
We routinely service and replace parts as scheduled maintenance before they wear out and break...not after!

➤ **Comprehensive Service:**

- All Parts
- All Labor
- All Supplies (except paper and staples)

➤ **Print Tracker / Image Ware Remote**

- Automatic Supply Replenishment
- Automated Meter Reads
- Monitored Error Codes



- Ranked 6<sup>th</sup> Nationally for Service Amongst 700+ Dealers
- Hp certified MPS Elite Dealer, 1 of 2 in southern California
- 47 Platinum Awards for excellence in Service Training
- Gold Awards for Excellence in Service Training
- 4 Platinum Awards for National Account Service Excellence
- 6 Platinum Awards for Government Service Excellence
- Microsoft Certifications
- ASTP Service Certifications in the Service Repair Industry





Signa Digital Solutions  
8525 Camino Santa Fe Suite H  
San Diego , CA 92121

# Sales Order Agreement

City of Del Mar  
1050 Camino Del Mar  
Del Mar CA 92014

Date	5/24/2023
Buyer	
P.O. #	
Sales Rep	Lisa Morales

### Ship To

<b>City of Del Mar</b>	
1050 Camino Del Mar	
Del Mar, CA 92014	
Contact:	Emily Bernardo
Phone/Fax:	(858) 755-9313 (858) 755-2794

### Bill To

<b>Canon Financial Services</b>	
158 Gaither Dr.	
Mount Laurel, NJ 08054	
Billing Contact:	
Phone/Fax:	856-213-1000

<b>Purchase Order:</b>		<b>Approx Delivery Date:</b>	
<b>Account Type:</b>		<b>Lease Months:</b>	60
<b>Monthly Payment:</b>			\$726.13
B/W CPP	0.009	Color CPP	0.045
B/W Printer CPP	0	Color Printer CPP	0
B/W Base		B/W Printer Base	

Quantity	Product #	Description	Unit Price	Total Price
1	5589C002AA	imagePRESS Lite C270 208V imagePRESS Lite C270 208V <1>	Lease	Lease
1	0162C002AA	imagePRESS Lite C270 208V Paper Deck Unit-E1 <4>		
1	1266V426	imagePRESS Lite C270 208V USB Key Board (Cherry) <10>		
1	0165C001AA	imagePRESS Lite C270 208V Utility Tray-B1		
1	5224C001AA	imagePRESS Lite C270 208V Paper Folding Unit-K1 <5>		
1	5738B002AA	imagePRESS Lite C270 208V Puncher Unit-BS1(2/3H) <4>		
1	5593C006AA	imagePRESS Lite C270 208V Staple Finisher-AG1 Set<1><2>		
1	3998C001AA	imagePRESS Lite C270 208V Super G3 FAX Board-AX1		
		For P.O. Naspo Contract #140595		

### Comments/Special Instructions

<b>Delivery Time</b>	<b>Stairs/Count</b>	<b>Elevator</b>	<b>Connected</b>	<b>Delivery Type</b>
	N	Y	Y	
<b>Delivery Instructions</b>				
<b>Special Payment Terms &amp; Due Dates</b>				
<b>Warranty/Maintenance Agreement</b>				
<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>				

<b>Subtotal</b>	Lease
<b>Sales Tax</b>	Lease
<b>Delivery/Installation</b>	Included
<b>TOTAL AMOUNT</b>	Lease
<b>Less Payment (Check # _____)</b>	
<b>AMOUNT DUE</b>	Lease

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

### Customer Acceptance

### Dealer Representative

Authorized Signature/Date	Print Name	Title	Signature	Date
	Ashley Jones	City Manager		

# Signa Digital Solutions Terms and Conditions

1. Acceptance by SDS of contract: References made to "SDS" shall mean Signa Digital Solutions Inc. Machines sold by SDS are eligible for a service contract immediately upon the expiration of the warranty period. If service contract is requested at any other time, machine must first be inspected by SDS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by SDS which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 ½%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$20.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by SDS, including but not limited to, court, attorneys and accounting fees, if required.

2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse SDS for all amounts paid or payable by SDS in discharge of the forgoing taxes. Customer shall not be responsible for taxes based on SDS's gross or net income.

3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund.

4. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.

5. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.

6. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacture's specification. At customers sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.



Signa Digital Solutions  
8525 Camino Santa Fe Suite H  
San Diego , CA 92121

## Service Agreement

Date	5/24/2023
Customer #	
Representative	Lisa Morales

Ship To	
City of Del Mar	
1050 Camino Del Mar	
Del Mar, CA 92014	
Contact:	Emily Bernardo
Meter Contact:	Chris or Emily
Meter Method:	Imageware Remote
E-Mail	<a href="mailto:EBernardo@delmar.ca.us">EBernardo@delmar.ca.us</a> (858) 755-2794

Bill To	
City of Del Mar	
1050 Camino Del Mar	
Del Mar, CA 92014	

### Installation and Service Agreement Options

*Appropriate categories must be initiated by the client in the box to the left of the option.*

Maintenance Type:	<b>Premium Color: Includes parts and labor, drums and developer, toner for Color copiers. Does not include paper,</b>
Billed with Lease:	No
Contract Length (months):	60
Contract Start Date:	Upon Delivery

	Base Rate	Base Allowance	Base Billed	Base Amount	Overage	Overage Billed
B/W	0.009	30000	Quarterly	\$270.00	0.009	Quarterly
Color	0.045	21000	Quarterly	\$945.00	0.045	Quarterly
B/W Printer	0	0		\$0.00		
Color Printer	0	0		\$0.00		

*If wide-format, billing is per Square foot / Linear Foot*

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
imagePRESS Lite C270 208V imagePRESS Lite C270				
imagePRESS Lite C270 208V Paper Deck Unit-E1 <4>				
imagePRESS Lite C270 208V USB Key Board (Cherry)				
imagePRESS Lite C270 208V Utility Tray-B1				
imagePRESS Lite C270 208V Paper Folding Unit-K1 <				
imagePRESS Lite C270 208V Puncher Unit-BS1(2/3H)				
imagePRESS Lite C270 208V Staple Finisher-AG1 Set				
imagePRESS Lite C270 208V Super G3 FAX Board-A)				

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date
	Ashley Jones	City Manager		

# Terms and Conditions

## 1. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material for adjustments, repairs and replacement of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover performing electrical work external to machines, maintaining other devices not authorized by Signa Digital Solutions, Inc and or its supplier(s), painting or refinishing machines, making specification changes, adding or removing accessories, attachments or other devices, or providing service which shall be impractical for Signa Digital Solutions, Inc representatives to render because of alterations in the machines or their connection by mechanical or electrical means to other machines or devices. Damage to the equipment or its parts that is not arising out of or caused by (i) Signa Digital Solutions, Inc.'s or its representatives' misuse, abuse, or negligence, or (ii) the attachment of unauthorized component accessories or parts, use of substandard supplies or other causes beyond the control of Signa Digital Solutions, Inc are not covered by this Agreement. In addition, Signa Digital Solutions, Inc may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by Signa Digital Solutions, Inc, or if parts, accessories or components not authorized by Signa Digital Solutions, Inc or its suppliers are fitted to the equipment. Signa Digital Solutions, Inc agrees to use its best efforts to perform the services covered by this agreement in a professional manner and in accordance with (a) the standards of care and diligence practiced by recognized organizations in performing services of a similar nature at the time the services are performed, (b) the terms and conditions of this agreement, and (c) all applicable laws.

## 2. SERVICE CALLS

Service calls under this Agreement will be made during normal business hours (i.e., Monday – Friday, 8:00 am – 5:00 pm) at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays if and when available, will be charged at overtime rates in effect at this time the service call is made. Signa Digital Solutions, Inc representatives will not handle, disconnect or repair unauthorized attachments or components: customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Signa Digital Solutions, Inc and its employees harmless for damages to any unauthorized parts, components or accessories resulting from service performed on equipment supplied by Signa Digital Solutions, Inc. If other than Signa Digital Solutions, Inc representatives shall at any time perform repair or maintenance service on any of the machines, Signa Digital Solutions, Inc may, if in its reasonable opinion the cost of maintenance thereof will be substantially increased, discontinue service for such machine hereunder if Customer refuses to pay any increased cost of servicing such machine. Service for any machine discontinued hereunder would thereafter be furnished, if requested, at Signa Digital Solutions, Inc established time and material charges therefore then in effect with respect to any increased cost of servicing such machine.

## 3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes any and all labor necessary for the equipment to operate as intended by its manufacturer, including lubrication and cleaning of the equipment and the adjustment, trouble-shooting, repair or replacement of parts described in paragraph

## 4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are:

Cassettes (Paper), Document Feeder Cover and Belts, "Cosmetic" Parts

Parts furnished under this agreement will be furnished on an exchange basis under which replaced parts become the property of Signa Digital Solutions, Inc. The parts furnished will be new parts or parts equivalent to new if new parts are not available.

## 5. RECONDITIONING

Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion Signa Digital Solutions, Inc determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, Signa Digital Solutions, Inc will submit to customer an estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, Signa Digital Solutions, Inc may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, Signa Digital Solutions, Inc will make service available on a "Per Call" basis at published rates in effect at the time of service.

## 6. TERM

This Agreement shall become effective upon receipt by Signa Digital Solutions, Inc. Subject to Section 9 (Non-Performance) below, the maintenance charge provided on the reverse side of this Agreement shall continue for term specified or the maximum number of copies shown on the reverse side of this Agreement, whichever occurs sooner.

## 7. CHARGES

The initial annual charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date the Signa Digital Solutions, Inc invoice for such charges is received by Customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls, may require an increase in maintenance charges and agrees to pay such charges promptly when due. If equipment is moved to a new service zone, the supplier shall have the option to charge and the customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a prorated basis. If equipment is moved beyond supplier's published service zones, customer agrees to pay a fair and reasonable up-charge for continued maintenance under this Agreement, taking into account the distance to customer's new location and the published rates of supplier's service on a "Per Call" basis. If specification changes are made in the machines or accessories, or if attachments or other devices are added or removed, Signa Digital Solutions, Inc may, reasonably adjust the maintenance charges on the machines and will provide Customer with written notice of any such adjustment within 30 days. If equipment is moved out of Signa Digital Solutions, Inc service area, this contract will cease.

Service charges are based on standard 8.5 X 11 images. Signa reserves the right to assess additional images charges for non-standard, including 11X17 images. Customer acknowledges that pricing based on prevailing rates at the time of contract. Unless otherwise expressly agreed to in writing, if the term of any service order exceeds 12 month, the periodic service charges and the cost of additional images may be increased by Signa up to 10% annually for each year beyond the initial 12-month period, and customer expressly consents to such adjustment without additional notice.

## 8. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided under this Agreement, promptly when due, and within 15 days written notice of non-payment: (1) Signa Digital Solutions, Inc may (a) refuse to service the equipment or (b) furnish service on a C.O.D "Per Call" basis at a published rates in effect at this time of service.

## 9. Return Policy

All sales are subject to Signa's Return & Exchange Policy. Return and exchange Period is 30 Days for all equipment sales. Refunds will be subject to a 20% restocking charge from original purchase price. Nonreturnable items and nonrefundable items are identified as: Labor, delivery and installation services, equipment move charges, damaged items, missing accessories, open toner box and cartridges.

## 10. Non-Performance

In the event that Signa Digital Solutions Inc. does not perform (performance to be defined as 92% of uptime averaged on all equipment) the services to the Customer's satisfaction, the Customer shall inform Signa Digital Solutions Inc in writing. Signa Digital Solutions Inc shall have a period of thirty (30) business days from the receipt of such notice to correct any deficiencies in performance, but in any case, will use its best efforts to correct any deficiency in performance as soon as reasonably possible. At the end of the thirty day period, if Signa Digital Solutions Inc is still unable to correct the problem, the Customer shall then have the option to terminate this Agreement with thirty (30) days' notice without incurring any penalty, with exception to reimbursement of all buyouts and/or all sums expended to retire or buyout previously existing agreements either to the customer or a third party to initiate this agreement. Buyouts will be pro-rated by total of buyout divided by months of service. Performance will be a measurement of regular working hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.

## 11. Notice

All statements, notice and other communications to be given here (other than requests from the Customer for services) shall be in writing and, unless otherwise provided, shall be deemed to have been duly given when delivered in person or when deposited with Federal Express (or other overnight courier), or in the US Mail, postage prepaid, properly addressed, registered or certified mail, return receipt requested, to the address as set forth below, or to such other address or addresses as may be designated in writing by notice given to the other party pursuant to this paragraph.

**If to Signa Digital Solutions Inc Attention:**

Shannon Kirby 8525 Camino Santa Fe, San Diego Ca, 92121 858-467-7979 Fax 858-467-7980

**If to Customer Attention:** \_\_\_\_\_

## 12. Use of SIGNA DIGITAL SOLUTIONS, INC recommended supplies:

If the customer uses other than Signa Digital Solutions, Inc recommended supplies and if such supplies are defective or not acceptable for use on Signa Digital Solutions, Inc machines, and cause abnormally frequent service calls or service problems, then Signa Digital Solutions, Inc may, at its option, assess a surcharge or terminate this Agreement and the unused portion of the maintenance charge will be refunded. In this event, the customer will be offered service on a "Per Call" basis at published rates.

## 13. NO WARRANTY

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SIGNA DIGITAL SOLUTIONS, INC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AND SIGNA EACH AGREE THAT NEITHER PARTY IS RESPONSIBLE TO THE OTHER PARTY FOR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

## 14. MISCELLANEOUS.

This agreement shall be governed by and construed according to the laws of the State of California. This agreement constitutes the entire agreement between the parties regarding the subject matter covered hereunder and supersedes any prior written and oral agreement between the parties regarding such subject matter. This agreement may not be modified except in writing signed by duly authorized officers of Signa Digital Solutions, Inc and the customer.

Customer Initials \_\_\_\_\_

# Equipment Removal Form

For all equipment trade-ins, lease returns, and removals.

Customer	Leasing Company
City of Del Mar 1050 Camino Del Mar Del Mar, CA 92014 (858) 755-9313      (858) 755-2794	DLL Special

Buyout/Upgrade Check Payable To	Buyout Details	Removal Details
	Buyout Amount	Removal Date
	Expiration Date	Lease Copy? <input type="checkbox"/> (check)
	Agreement #	Letter of Intent? <input type="checkbox"/> (check)

Equipment Detail				
Make	Model	Serial	End Meter	Notes
Canon	C7580	WFL01050_R		Please return to leasing company
0	0	0	0	
0	0	0	0	

Reason for Removal	Additional Comments
<input type="checkbox"/> 1. Customer Owned Trade In The Customer's signature below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to [TRANSFER TO COMPANY].  <input checked="" type="checkbox"/> 2. Lease Return-Unit to be returned to leasing company (check A, B or C below) <input type="checkbox"/> 3. Lease Return-Unit trade in to Dealer (check A, B or C below)  <input checked="" type="checkbox"/> A. Buyout to be paid by Dealer to the leasing company <input type="checkbox"/> B. Buyout to be paid by Dealer to the customer who will pay the leasing company <input type="checkbox"/> C. Buyout to be paid by the customer directly to the leasing company	

Customer Acceptance		Dealer Representative		Check Approval	
Authorized Signature	Date	Signature	Date	Signature	Date

The Buyout/Trade-In Check to you, the Customer, is intended to offset the costs of canceling the contract with the existing Lease Vendor. Your Company is solely responsible for any previous contract. The Customer's signature below acknowledges that the said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. Dealer is not responsible for any additional charges unless specifically noted. In case of option A and B, above, Dealer requires a copy of the Front and Back of the lease document. The Customer is responsible for notifying the Vendor with a "Letter of Intent" to return the equipment per the terms of the original lease and then provides Dealer with the return shipping instructions.

Dealer agrees to pay the agreed upon amount within 5 business days after customer's verification of installed and functional equipment from Dealer.

Dealer agrees to store equipment at customer's request for a period not to exceed 90 days from date equipment is removed from customer's location. After 90 days customer agrees to pay Dealer normal storage fees until equipment is shipped back to leasing company.

Dealer is not responsible for damaged or stolen equipment. Customer needs to maintain insurance coverage on equipment until received by leasing company or their agent.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: June 19, 2023

SUBJECT: Resolution Accepting State-Mandated Annual Fire Inspections Report

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution (Attachment A) accepting a report on the status of all State-mandated annual fire inspections in the City of Del Mar in conjunction with Senate Bill (SB) 1205 and California Health and Safety Code Section 13146.4.

## EXECUTIVE SUMMARY:

On September 27, 2018, the Governor of the State of California signed SB 1205. The bill mandates that every city fire department shall report annually to its administering authority on its compliance with the Health and Safety Code, Sections 13146.2 and 13146.3. SB 1205 states that the report shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

## DISCUSSION/ANALYSIS:

The California State Fire Marshal, through the California Health and Safety Code, mandates that certain occupancy types shall be inspected annually. These mandated occupancy types include private and public schools, hotels, motels, lodging houses, and apartment/condominium buildings in accordance with California Health and Safety Code Sections 13146.2 and 13146.3.

The purpose of annual fire inspections is to mitigate known hazards, reduce risk to the community and ensure reasonable compliance with the California Fire Code. The Del Mar Fire Department performs the mandated inspections, as well as inspections of local businesses, as part of the Fire Department's annual fire inspection program. The Fire Department completed 100% of its state-mandated annual inspections within the calendar year 2022 as further described below.

California Health and Safety Code Section 13146.2 mandates that the local fire department inspect all hotels, motels and lodging houses annually. The Del Mar Fire Department inspected all hotels, motels and lodging houses (7) during the 2022 calendar year.

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City Council Action:

California Health and Safety Code Section 13146.2 mandates that the local fire department inspect all apartments once annually. An apartment shall consist of three or more attached units and excludes all duplex and townhome buildings as defined by code. The California Building Code also specifies that condominiums should be considered apartments for building code application. The Del Mar Fire Department inspected all Group R apartment/condominium complexes (24) during the 2022 calendar year.

California Health and Safety Code Section 13146.3 mandates that the local fire department inspect all public and private schools once annually. The Del Mar Fire Department inspected all Group E Occupancies (1) during the 2022 calendar year.

In total, the Del Mar Fire Department conducted all 32 State-mandated inspections during the 2022 calendar year.

Further, the acceptance of this compliance report via Resolution fulfills the statutory requirements contained in California Health and Safety Code Sections 13146.2, 13146.3 and 13146.4, as amended by SB 1205.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A - Resolution 2023-XX

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE DEL MAR FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Del Mar Fire Department, that provide fire protection services to perform annual inspections of every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Del Mar Fire Department, that provide fire protection services to report annually to its administering authority regarding its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Del Mar intends to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Del Mar Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3 by adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Del Mar that the City Council has received the annual report of inspections conducted by the Del Mar Fire Department under California Health & Safety Code Sections 13146.2 and 13146.3 in the City of Del Mar, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Del Mar, there is 1 Group E occupancy.

During calendar year 2022, the Del Mar Fire Department completed the annual inspection of 1 Group E occupancy. This is a compliance rate of 100% for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

**B. RESIDENTIAL GROUP R OCCUPANCIES:**

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), as well as residential care facilities. Within the City of Del Mar, there are 31 Group R occupancies of this nature.

During calendar year 2022, the Del Mar Fire Department completed the annual inspection of 31 Group R occupancies. This is a compliance rate of 100% for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying agenda report for this resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Del Mar at a regular meeting thereof, held on the 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, NESTOR MACHADO 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: June 19, 2023

SUBJECT: Adoption of a Resolution to Find and Accept that the State Department of Housing and Community Department (HCD) Administrative Edit to Housing Program 3B (Affordable Housing on Public Sites) is Consistent with the Previously Adopted City Council Resolution and Results in Final Certification of the City's 6<sup>th</sup> Cycle Housing Element

## REQUESTED ACTION/RECOMMENDATION

Staff requests that the City Council adopt a Resolution (Attachment A) to find and accept that the clarifying edit made by HCD to Program 3B and incorporated into the certified 6<sup>th</sup> Cycle Housing Element is consistent with previously adopted City Council Resolution 2023-12, which resulted in HCD determining that the City's Housing Element is in "substantial compliance" with State Housing Element Law (Attachment B).

## DISCUSSION/ANALYSIS:

The Housing Element is a State mandated component of the City's General Plan (Community Plan) that must be updated every eight years. HCD is the State department responsible for Housing Element review, certification, and enforcement. After a multi-year public process, HCD determined the City's 6<sup>th</sup> Cycle Housing Element to be in compliance with State Housing Element Law in a letter to the City dated May 31, 2023. The City Council initially adopted the 6<sup>th</sup> Cycle Housing Element on March 25, 2021, and re-adopted the Housing Element on December 13, 2021, and again on April 3, 2023, in response to HCD's request for clarifying edits to "Affirmatively Further Fair Housing" and the creation of additional housing mobility choices.

In early May 2023, HCD informed the City that it would receive a substantial compliance letter for its Housing Element based on a final clarifying revision to Chapter 4, Program 3B (Affordable Housing on Public Sites). Pursuant to the authority provided to staff in the previously adopted City Council Resolution 2023-12, the City Manager accepted HCD's administrative edit to Program 3B. Resolution 2023-12 authorized staff to submit the re-adopted 6<sup>th</sup> Cycle Housing Element to HCD and to address any non-substantive revisions

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City Council Action:

requested by HCD to achieve a substantial conformance determination. Subsequently, the City Manager confirmed the Program 3B Housing Element clarification to HCD thus completing the certification process. Here, the City Council is asked to find it to be consistent with prior City Council actions.

On May 31, 2023, HCD found the Housing Element in compliance with state law. HCD formalized their earlier determination that through incorporation of their administrative change to Program 3B, the City's Housing Element becomes in substantial compliance with State Housing Element Law. The HCD letter confirms that the City currently has adequate sites in its Housing Element sites inventory and that the City addressed all statutory requirements and revisions requested by HCD to establish "substantial compliance".

The certified Housing Element (Chapters 1-4) is available on the City's website: <https://www.delmar.ca.us/DocumentCenter/View/8579/Combined-Chapters-1-4>

### ***Description of Housing Element Program 3B (Affordable Housing on Public Sites)***

Affordable housing development will require a large capital investment of public funds at all three publicly held sites. Program 3B identifies the City's intent to create at least 61 affordable housing units on public sites including two City-owned vacant lots (10<sup>th</sup> Street and 28<sup>th</sup> Street) and in particular the State Fairgrounds property in Del Mar. As its highest priority, the City is pursuing housing at the State Fairgrounds to build a minimum of 54 lower income units.

In June 2022, the City prepared feasibility studies (Housing Element Appendix E) analyzing public sites in the Housing Element sites inventory. The completed studies demonstrate the feasibility of housing on all public sites in the Housing Element and confirmed that the City's plan for affordable housing at the State Fairgrounds is the most feasible strategy to develop the quantity of lower income units needed in Del Mar.

Program 3B also identifies opportunities for affordable housing on two City-owned vacant sites at 10<sup>th</sup> Street and 28<sup>th</sup> Street that could be developed through a partnership with a non-profit since developer interest may be unlikely due to the respective low quantity of units and high development cost. Other options include land disposition and the potential for a "scattered sites" tax credit project that proposes housing at the State Fairgrounds and 28<sup>th</sup> Street vacant lot as one project.

To facilitate development interest, the City created conceptual plans for small-scale affordable housing development on the City-owned sites, which could accommodate three to four small units per lot. By April 2024, the City will perform an outreach program to Habitat for Humanity and similar non-profit organizations to solicit interest in a potential partnership with the City. And prior to 2025, the City will be seeking a City Council decision regarding potential development on the two City-owned sites or an alternative strategy (i.e., land disposition in accordance with the Surplus Lands Act), which will be followed by the necessary development entitlement and processing steps. If building permits for at least seven (7) units affordable to lower-income households are not issued by 2027, the City will then identify alternative sites with appropriate zoning and development standards to facilitate development of at least

seven lower income units within one year. This Program 3B commitment, as revised to include HCD's technical modification, is reflected below:

~~If the binding agreement being sought by April 2024 per Program 3A would result in less than 61 lower income units at the State Fairgrounds, then~~ The City will seek a City Council decision by 2025 ~~of whether to~~ and pursue a City development project on the two City-owned sites or an alternative strategy (i.e., land disposition in accordance with the Surplus Lands Act). The City would then proceed with the necessary entitlements and processing steps for development of City-owned parcels (which could include assistance with site preparation, development incentives, or other strategies). The City would report its progress to HCD on an annual basis. If building permits for at least seven units affordable to lower-income households are not issued by 2027, then the City will identify alternative sites with appropriate zoning and development standards to facilitate development of at least seven lower income units within one year.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The 6<sup>th</sup> Cycle Housing Element Final Program Environmental Impact Report (PEIR) and Mitigation, Monitoring, and Reporting Program (MMRP) was certified by the City Council on October 5, 2020 (State Clearinghouse (SCH) No. 2020029064). No subsequent or supplemental EIR is required, in that no substantial evidence has been submitted, pursuant to CEQA Guidelines Section 15162, demonstrating that substantial changes are proposed in the Housing Element involving new significant effects or an increase in the severity of previously identified effects; substantial changes have occurred with respect to the circumstances under which the Housing Element is being adopted; or that new information has demonstrated that new significant effects will occur.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Completion of the process to obtain State certification of the Housing Element relates to multiple housing-related City Council priority special projects.

ATTACHMENTS:

Attachment A – Resolution Finding/Accepting Clarifying Edit to Housing Element Program 3B  
Attachment B – HCD Formal Determination of Compliance Letter (May 31, 2023)

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, TO FIND THAT THE CITY'S AGREEMENT TO INCORPORATE THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CLARIFYING "TECHNICAL MODIFICATION" TO THE ADOPTED 6<sup>TH</sup> CYCLE HOUSING ELEMENT PROGRAM 3B (AFFORDABLE HOUSING ON PUBLIC SITES) IS CONSISTENT WITH PREVIOUSLY ADOPTED COUNCIL RESOLUTION 2023-12

WHEREAS, the City of Del Mar Community Plan is the General Plan for the City of Del Mar; and

WHEREAS, the Housing Element is a required component of the City's Community Plan that is required by State law to be updated every eight years; and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq) requires that the City Council adopt a Housing Element for the eight year period 2021-2029 to accommodate the City of Del Mar regional housing need allocation (RHNA) of 163 housing units, comprised of 37 very-low income units, 64 low-income units, 31 moderate-income units, and 31 above moderate-income units and an additional 12 low income unit "carryover" from the 5<sup>th</sup> Cycle planning period (2013-2021) for a total 6<sup>th</sup> Cycle obligation of 175 units including 113 lower income units; and

WHEREAS, the City of Del Mar has prepared Housing Element 2021-2029 (6<sup>th</sup> Cycle Housing Element) in compliance with State Housing Element Law and by this action the City has identified sites that can accommodate housing units to meet the City's RHNA; and

WHEREAS, as provided in Government Code Section 65350 et. seq., adoption of the Housing Element constitutes a General Plan Amendment, which the City Council adopted as GPA20-003 on March 25, 2021, and subsequently adopted amendments thereto on December 13, 2021 and April 3, 2023; and

WHEREAS, the preparation, adoption, and implementation of the Housing Element requires the City to continue its diligent efforts to include all economic segments of the community; and

WHEREAS, on February 21, 2020, the City mailed letters to all California Native American tribes provided by the Native American Heritage Commission and to other entities listed providing notification of the Housing Element Update project and offering tribal consultation in accordance with Government Code Sections 65352 – 65352.5 and the requirements of the California Environmental Quality Act and California Assembly Bill AB52, and Senate Bill SB18; and

WHEREAS, in response to the City's notifications, some tribes inquired about the project, however, no California Native American tribe requested consultation; and

WHEREAS, the City conducted extensive community outreach over the last 40 months which included nine public meetings of the 6<sup>th</sup> Cycle Housing Element Ad-Hoc Citizens' Task Force (including one Saturday in-person public workshop), a community survey, and multiple additional public meetings, informational sessions, and formal public hearings with the Planning Commission and the City Council; and

WHEREAS, the 6<sup>th</sup> Cycle Housing Element involved a multi-year planning and public outreach work planning effort and reflects input from the City Council, Planning Commission, 6<sup>th</sup> Cycle Housing Element Update Ad-Hoc Citizens' Task Force, HCD, and public comments; and

WHEREAS, on September 15, 2020, the Planning Commission recommended approval of the 6<sup>th</sup> Cycle HEU Final Program Environmental Impact Report (PEIR) and associated Mitigation, Monitoring, and Reporting Program (MMRP) (State Clearinghouse (SCH) No. 2020029064) in a duly noticed public hearing and recommended approval of the draft Housing Element update; and

WHEREAS, on October 5, 2020 the City Council adopted Resolution 2020-51 certifying the 6<sup>th</sup> Cycle HEU Final Program Environmental Impact Report (PEIR) and MMRP (State Clearinghouse (SCH) No. 2020029064) in a duly noticed public hearing; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) the 6<sup>th</sup> Cycle Housing Element Programs are also covered, in part, by a separate PEIR (SCH No. 2019029058) prepared for amendments related to 5<sup>th</sup> Cycle Housing Element Programs 2E (NC zone) and 2F (PC zone) that was adopted by the City Council as Resolution 2020-47 on September 8, 2020; and

WHEREAS, on October 5, 2020, the City Council adopted Resolution 2020-52 approving the draft 6<sup>th</sup> Cycle Housing Element and authorized staff to submit the Housing Element to the State Department of Housing and Community Development (HCD) for review and comment in accordance with the Housing Element certification procedures set forth by State law; and

WHEREAS, the draft Housing Element was posted on the City's website by September 8, 2020, which was at least six weeks prior to City Council approval and submittal of the approved draft to HCD for review and comment; and

WHEREAS, on October 20, 2020, the City posted a copy of the approved Draft 6<sup>th</sup> Cycle Housing Element Update on the City website and submitted it to HCD for review and comment in accordance with State Housing Element Law; and

WHEREAS, on December 14, 2020, the City held an informational public discussion/workshop concerning the 6<sup>th</sup> Cycle Housing Element and State Housing Element Law at a duly noticed public meeting of the City Council; and

WHEREAS, on December 17, 2020, HCD provided a letter to the City reporting the results of its review of the draft Housing Element and identifying data and corrections needed for compliance with State Housing Element Law; and

WHEREAS, the HCD response letter was posted on the City website for public review; and

WHEREAS, on January 19, 2021, the City held a public discussion at a duly noticed public meeting of the City Council to discuss the 6<sup>th</sup> Cycle Housing Element comments provided by HCD and remaining process required for adoption of a final Housing Element by April 15, 2021 in accordance with State Housing Element Law; and

WHEREAS, on February 16, 2021, the City Council held a public discussion and provided direction to staff relating to completing the 6<sup>th</sup> Cycle Housing Element; and

WHEREAS, on March 9, 2021, in a duly noticed public hearing the Planning Commission reviewed the 6<sup>th</sup> Cycle Housing Element and recommended approval to the City Council; and

WHEREAS, on March 25, 2021, in a duly noticed public hearing, the City Council adopted Resolution 2021-14 for General Plan Amendment (GPA 20-003) to adopt the 6<sup>th</sup> Cycle Housing Element covering the years 2021-2029 to replace the existing 5<sup>th</sup> Cycle Housing Element, which covered prior planning periods between the years 2013-2021, ending on April 15, 2021; and

WHEREAS, the revised draft Housing Element was posted on the City's website on March 2, 2021, which was three weeks prior to City Council adoption, the City then submitted the adopted Housing Element to HCD for their review in accordance with State Housing Element Law; and

WHEREAS, HCD subsequently reviewed the City's adopted Housing Element and responded by letter dated July 9, 2021, reporting the results of their review and identifying additional data and corrections needed before the Housing Element could be certified; and

WHEREAS, the revised draft Housing Element was posted on the City's website on November 2, 2021, which was six weeks prior to City Council adoption, the City then submitted the re-adopted Housing Element to HCD for their review in accordance with State Housing Element Law; and

WHEREAS, on November 9, 2021, in a duly noticed public hearing the Planning Commission recommended that the City Council adopt the revised 6<sup>th</sup> Cycle Housing Element with the revisions that reflect the feedback provided in HCD's July 9, 2021 review letter and clarifications provided by HCD staff in a series of coordination meetings; and

WHEREAS, on December 13, 2021, in a duly noticed public hearing the City Council unanimously voted to adopt Resolution 2021-56 to re-adopt the 6<sup>th</sup> Cycle Housing Element

as revised and directed staff to submit the revised Housing Element to HCD for their review and comment in accordance with Housing Element certification procedures as required by State law; and

WHEREAS, HCD then reviewed the revised Housing Element and responded with a letter dated March 21, 2022, reporting the results of their review and identified additional data and corrections needed for its certification; and

WHEREAS, City staff and HCD staff then participated in multiple meetings during all development stages of the Housing Element in order to finalize the 6<sup>th</sup> Cycle Housing Element; and

WHEREAS, the City completed 6<sup>th</sup> Cycle Program 3B Phase I planning studies in June 2022, which demonstrated the feasibility for locating affordable housing on public sites in Del Mar and confirmed specifically that the Fairgrounds and two City-owned sites contained in the City's adopted Housing Element sites inventory are feasible sites for affordable housing; and

WHEREAS, on November 10, 2022, the City submitted a revised Housing Element draft to HCD for their review, with the review period beginning on November 13, 2022; and

WHEREAS, in January 2023, the City completed 6<sup>th</sup> Cycle Program 1K Phase II planning studies that demonstrated the feasibility of placing affordable homes on privately-owned sites included in the City's adopted sites inventory, including non-vacant sites and other smaller parcel sites; and

WHEREAS, on January 13, 2023, HCD reported the results of its review of the November 2022 revised Housing Element and shared public correspondence (that had been submitted to HCD but not the City) relating to the City's Housing Element; and

WHEREAS, these HCD letters have been posted on the City's website along with the revisions to the City's Housing Element and these documents were made available for public review fifteen days prior to the City Council re-adoption actions, these public hearings were duly noticed prior to the City's re-submittal to HCD; and

WHEREAS, again in January 2023, City staff and HCD staff participated in multiple meetings to further refine the revised Housing Element in an effort to achieve a "finding of substantial compliance"; and

WHEREAS, on March 15, 2023, the City posted a revised draft of the 6<sup>th</sup> Cycle Housing Element on the City's website which included a notification of the City's intention to hold a public hearing on April 3, 2023 for the re-adoption of a further revised Housing Element, the public hearing was duly noticed three weeks prior to the scheduled City Council re-adoption action and prior to re-submission to HCD; and

WHEREAS, on March 16, 2023, the City sent emails notifying interested persons that the revised draft 6<sup>th</sup> Cycle Housing Element was available for public review and was also included on the City's website; and

WHEREAS, on March 20, 2023, the City Manager announced the availability of the draft Housing Element to the public during a duly noticed City Council meeting; and

WHEREAS, on March 21 and 24, 2023, the City posted and distributed a "Newsflash" article to the community linking the revised draft Housing Element and notifying the public of the City's intent to schedule a public hearing on April 3, 2023; and

WHEREAS, on March 23, 2023, the City posted, published, and mailed notices to the public concerning a public hearing of the City Council scheduled on April 3, 2023 for the re-adoption of the revised Housing Element; and

WHEREAS, the City's housing goals are to "inspire a more diverse, sustainable, and balanced community through implementation of strategies and programs that will result in economically and socially diversified housing choices that preserve and enhance the special character of Del Mar"; and

WHEREAS, the Housing Element, as revised, reaffirms the City's commitment to Affirmatively Furthering Fair Housing (AFFH) by creating new affordable housing opportunities, improving housing choices, and ensuring affordability for moderate income, lower income, and special needs households in reliance on the Housing Element "Implementation Plan"; and

WHEREAS, every Community Plan planning district is included in the "Housing Plan" implementation actions resulting in the creation of new lower income units citywide; and

WHEREAS, Chapter 4 of the City's Housing Element, known as the "Housing Plan", identifies specific City actions to achieve each of the City's stated housing goals which relate to the production of new affordable units, incentives for affordable Accessory Dwelling Units (ADUs), creation of new housing opportunities located on lands owned by the 22<sup>nd</sup> District Agricultural Association (known as: the "State Fairgrounds site"), creation of new "affordable housing" options that are to be made available to a variety of income levels and varying household needs, the preservation of existing housing stock, creation of sustainable housing stock, and promotion of housing resources and financial assistance opportunities; and

WHEREAS, the proposed "Housing Plan" includes a variety of strategies (i.e., ADUs, use of tiny houses, and various incentive programs) that results in the accommodation of dwelling units of a variety of income levels that are dispersed throughout the City, including privately owned and publicly owned sites; and

WHEREAS, the adopted housing programs identified specific performance metrics, established target goals, and provided implementation timelines that are resulting in the production of affordable housing and creation of new affordable housing opportunities and affordable housing choices; and

WHEREAS, “affordable housing” refers to units that are restricted for rent to households with an annual household income of no greater than 80 percent of the area median income for the San Diego County region; and

WHEREAS, during the 5<sup>th</sup> Cycle, the City Council adopted zoning ordinances that created opportunities for affordable home sites located in the North Commercial Zone and Professional Commercial Zone in compliance with the minimum density standards consistent with State law by allowing a residential density of 20 du/ac; and

WHEREAS, the 6<sup>th</sup> Cycle Housing Element inventory of sites identifies specific sites within the North Commercial Zone and Professional Commercial Zone, the State Fairgrounds, as well as other sites locations throughout the community that allow the City to meet its RHNA requirements; and

WHEREAS, the Housing Element requires the City to vigorously pursue affordable home development on the State Fairgrounds site which requires securing a binding agreement with the State to facilitate the City’s control of the site along with the ability to develop affordable housing on a portion of the State Fairgrounds property; and

WHEREAS, another key strategy involves amending existing zoning to accommodate new affordable housing, including amending the Central Commercial Zone to allow at least 20 du/ac and amending the Public Facilities Zone to clarify that residential use is an allowed use on City-owned properties; and

WHEREAS, the proposed strategies to create affordable housing are consistent with the Community Plan goals to facilitate lower cost housing for low to moderate income households, facilitates housing for seniors near the Village Center, and insures adequate housing for diversity of age and socio-economic groups; and

WHEREAS, in May 2023, HCD indicated that the City would receive a substantial compliance letter for its Housing Element if the City agreed to make a “technical modification” to Chapter 4, Program 3B (Affordable Housing on Public Sites) relating to two City-owned sites; and

WHEREAS, the previously adopted City Council Resolution 2023-12 authorized City staff to submit the re-adopted 6<sup>th</sup> Cycle Housing Element to HCD and allowed for the City Manager to make any non-substantive changes to the Housing Element related to program consistency and to address any non-substantive changes that might be requested by HCD in order for the City to achieve a finding of substantial conformance; and

WHEREAS, on May 25, 2023, the City Manager approved and submitted the Program 3B Housing Element clarification to HCD; and

WHEREAS, on May 31, 2023, HCD determined the City's Housing Element to be in substantial compliance with State Housing Element Law.

**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 following:

1. The foregoing recitals are true and correct and are incorporated by reference into this City Council action.
2. The change made in Program 3B is consistent with the direction included in Resolution No. 2023-12 adopted on April 3, 2023, authorizing the staff to make non-substantive changes in the Housing Element to address any non-substantive amendments requested by HCD to achieve a finding of substantial conformance, in that the modification does not represent a substantive change in Program 3B.
3. The change made in Program 3B is non-substantive, has no impact involving new significant effects on the environment or an increase in the severity of previously identified effects on the environment, and pursuant to CEQA Guidelines Section 15162 is not subject to supplemental environmental analysis.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Del Mar's final revised 6<sup>th</sup> Cycle Housing Element is on file with the City Clerk and posted on the City's website: <https://www.delmar.ca.us/DocumentCenter/View/8579/Combined-Chapters-1-4>

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, NESTOR MACHADO, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Nestor Machado, Acting City Clerk

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



May 31, 2023

Ashley Jones, City Manager  
City of Del Mar  
1050 Camino del Mar  
Del Mar, CA, 92014

Dear Ashley Jones:

**RE: City of Del Mar's 6<sup>th</sup> Cycle (2021-2029) Adopted Housing Element**

Thank you for submitting the City of Del Mar's housing element that was adopted on April 3, 2023 and received for review on April 6, 2023, including technical modifications authorized by Resolution Number 2023-12. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by various communications with you and Amanda Lee, Principal Planner. In addition, HCD considered comments from Carla Hayes pursuant to Government Code section 65585, subdivision (c).

HCD is pleased to find the adopted housing element in substantial compliance with State Housing Element Law (Gov. Code, § 65580 et seq) as of May 31, 2023. The adopted element, including technical modification, addresses the statutory requirements described in HCD's January 13, 2023 review.

Additionally, the City must continue the timely and effective implementation of all programs including, but not limited to, the following:

- Program 1D (Economic Study and Affordable Housing Overlay Zone)
- Program 1H (Public Facilities Zone)
- Program 2A (Extend and Enhance ADU Pilot Program – Incentive Program)
- Program 2C (Promotion of Deed-Restricted Low Income ADUs)
- Program 2E (Mid Cycle ADU Production Evaluation)
- Program 3B (Feasibility of Affordable Housing on Publicly Owned Sites)
- Program 4A (Residential Care Facilities)
- Program 4B (Zoning Amendments for Special Needs Housing)
- Program 4D (Inclusionary Housing Ordinance)
- Program 6B (Affirmatively Furthering Fair Housing)
- Program 6G (Objective Design Standards)

HCD will also monitor the progress and diligent implementation of Program 3A (Agreement with State to Build Affordable Housing Units on State Fairgrounds property) as it relates to accommodating the regional housing need allocation (RHNA) for the planning period. Should adequate progress not be made by April 2024, as described in Program 3A, the City will be required to carry out alternative actions to demonstrate adequate sites to meet the RHNA for the planning period; including, but not limited to, Program 1E (Rezone of Vacant North Bluff and/or South Stratford Properties).

The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City now meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the cooperation, dedication, and effort the City's housing element team provided throughout the housing element review. HCD wishes the City success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Jose Ayala, of our staff, at [Jose.Ayala@hcd.ca.gov](mailto:Jose.Ayala@hcd.ca.gov).

Sincerely,



Paul McDougall  
Senior Program Manager



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Nestor Machado, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Planning Commission Interviews and Appointments

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council review the Citizen Interest Forms (Attachment A); interview the applicants; and appoint two residents to serve as voting members on the Planning Commission for a full four-year term beginning July 1, 2023, and ending on July 31, 2027.

## DISCUSSION/ANALYSIS:

The Planning Commission (PC) is charged with the administration of the Community Plan, the Zoning Ordinance and Map, and review of related plan applications. The Commission conducts public hearings and considers land use applications such as variances, conditional use permits, coastal development permits, zoning ordinance interpretations, and determinations of allowable uses.

There are two upcoming voting member vacancies on the PC due to the term expirations of Jas Grewal and John Farrell on June 30, 2023. Jas was appointed to serve the balance of a vacant term on December 12, 2022. John is completing his first full four-year term on the PC. The City advertised the upcoming vacancies and received three Citizen Interest Forms from Jas Grewal, John Spelich, and Ajit Venkatraman (Attachment A). All applicants indicated that they meet the requirements of Del Mar Municipal Code Section 2.34.020 (Attachment B) in order to serve as voting members on the Planning Commission.

Staff recommends that the City Council review the Citizen Interest Forms, interview the applicants and vote to appoint two applicants to serve on the PC as voting members for a full four-year term beginning July 1, 2023, and ending on July 31, 2027. Pursuant to Council Policy 200, "Committees – City Council Advisory Committees, Boards and Commissions," (Attachment B) an applicant must receive three affirmative votes in order to be appointed. If three affirmative votes are not received, the Council can choose to vote again or to direct staff to reopen the vacancies to solicit additional interest.

## ATTACHMENTS:

Attachment A – Citizen Interest Forms

Attachment B – Del Mar Municipal Code Section 2.34.020

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City Council Action:

## Nestor Machado

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**From:** jas.grewal [REDACTED]  
**Sent:** Wednesday, May 24, 2023 6:44 AM  
**To:** Nestor Machado  
**Subject:** Reappointment to the planning commission

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Nestor

I was appointed to fill the term of a resigning Planning Commissioner for few months. I believe this term is expiring.

I would like to be considered for the full term for the vacancy I filled and I would very much appreciate your reactivating my recent application for the vacancy on the planning commission so I can be considered for reappointment.

Thank you.  
Jas Grewal

Sent from my T-Mobile 4G LTE Device

# DEL MAR CITIZEN INTEREST FORM

NOV 16 2022

City of Del Mar  
Administrative Services Dept.

## I. APPLICANT INFORMATION

Grewal _____		Jas _____	_____
Last Name		First Name	Middle Initial
[REDACTED] _____		Del Mar, CA 92014	
Home Street Address		City, State	
_____		_____	
Business Street Address (if applicable)		City, State	
[REDACTED] _____	_____	[REDACTED] _____	_____
Home Phone Number	Business Phone Number	E-mail Address	

## II. APPLICATION DETAILS

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

- |  |   |
|--|---|
| <input type="checkbox"/> Design Review Board                   | <input checked="" type="checkbox"/> Planning Commission         |
| <input type="checkbox"/> Arts Advisory Committee               | <input type="checkbox"/> Parks and Recreation Committee         |
| <input type="checkbox"/> Finance Committee                     | <input type="checkbox"/> Traffic and Parking Advisory Committee |
| <input type="checkbox"/> Measure Q Citizen Oversight Committee | <input type="checkbox"/> Lagoon Committee                       |
| <input type="checkbox"/> Other(s) (please indicate): _____     | <input type="checkbox"/> Sustainability Advisory Committee      |

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

Finance Committee 2018-present (4 years)  
 Ad Hoc Housing Task Force, 2020 – served as Chair  
 Arts Advisory Committee, 2021-2022 (2 years)  
 Trustee of La Jolla Town Council, 1997-2001 (4 years)  
 La Jolla Museum of Art, 25+ years including 2 terms as Trustee, Executive Committee 2 years,  
 and other committee roles  
 Longstanding interest in best practices for land use in the City of Del Mar; Committed to  
 preserving the character and the Community Plan.

**Education:**

BSC University of Toronto, 1979  
 MBA Golden Gate University, San Francisco, 1989

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

Please see Qualifications Box

As former Chair of the Ad Hoc Housing Task Force, was deeply involved in assessing and evaluating the revised Housing Element, December 2021

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

Current:

Finance Committee 2018-present (4 years)

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

Please see Qualifications Box

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

NAME	STREET NAME (no house number)	Phone Number
Karen Lare	Sea Cliff Way	
Payson Stevens	7 <sup>th</sup> St	
Angeline Malik	Stratford Ct	

**Residency**

	Month	Year
I have been a resident of California since:	August	1979
I have been a resident of San Diego County since:	October	1992
I have been a resident of Del Mar since:	October	1992

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

Is Del Mar your primary place of residence? Yes

Are you a register voter in Del Mar? Yes

**III. COMMITTEE SPECIFIC QUESTIONS**

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

1. **Arts Advisory Committee**

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

- Resident with an art background
- Resident without an art background
- Business Owner- Art related business
- Del Mar Foundation Representative
- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): \_\_\_\_\_

**Describe your experience and skills as they relate to the world of community art and fine art.**

**Why in your opinion is public art valuable to the Del Mar community?**

**What is your public art philosophy?**

2. **Finance Committee**

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

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

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

3. **Measure Q Citizen Oversight Committee**

Membership on the Measure Q Citizen Oversight Committee is set by category. To avoid conflicts of interest, members of the Measure Q Citizen Oversight Committee cannot concurrently serve on the Undergrounding Project Advisory Committee. Which membership category do you best fit in? (Select all that apply)

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

4. **Traffic and Parking Advisory Committee**

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

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

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

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

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

5. **Parks and Recreation Committee**

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

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

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

6. Lagoon Committee

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

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

7. Shores Advisory Committee

The Shores Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Advisory Committee most interest you and why?**

**Please describe your vision for the future of Shores Park.**

8. Sustainability Advisory Committee

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

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

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

9. Undergrounding Project Advisory Committee

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.

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

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

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

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

Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

**IV. SIGNATURE AND ACKNOWLEDGEMENT**

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

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

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

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



Signature

November 14, 2022

Date

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

# DEL MAR CITIZEN INTEREST FORM



## I. APPLICANT INFORMATION

Venkatraman \_\_\_\_\_ Ajit \_\_\_\_\_  
Last Name First Name Middle Initial

\_\_\_\_\_ Del Mar, CA 92014  
Home Street Address City, State

\_\_\_\_\_ City, State  
Business Street Address (if applicable) City, State

\_\_\_\_\_ \_\_\_\_\_  
Home Phone Number Business Phone Number E-mail Address

## II. APPLICATION DETAILS

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

- 2 Design Review Board
- Arts Advisory Committee
- Finance Committee
- Measure Q Citizen Oversight Committee
- Other(s) (please indicate): \_\_\_\_\_
- 1 Planning Commission
- 3 Parks and Recreation Committee
- 4 Traffic and Parking Advisory Committee
- Lagoon Committee
- Sustainability Advisory Committee

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

30 years of experience as a Fortune 50 company executive with experience leading global organizations. 10 years as an entrepreneur building and growing companies in Clean-tech, Renewables, and Health care in Bay Area, Orange county and San Diego.

Awarded Businessman of Year in 2002 at Fort Madison, IA for community leadership  
Member of Shanghai Jiading Industrial zone representing many industrial companies 2005-2007  
Member of the Chamber of Commerce Board, Fort Madison, IA 2003

<https://www.linkedin.com/in/ajitvenkatraman/>

**Education:**

Masters in Chemical Engineering  
Bachelors in Chemical Engineering

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

- Led project to fund raise and build a park in down town Fort Madison, IA. Energized business community in coming together and donating and volunteering for the \$100K project
- Initiated and successfully launched a community festival ( First Night) in 2003 in Fort Madison, IA. Festival brought together community in a non alcoholic new year’s eve celebration that was family friendly and showcased local talent and helped local businesses.

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

None

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

Chamber of Commerce Board member , Fort Madison, IA 2003-2004

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

NAME	STREET NAME (no house number)	Phone Number
Provided on request		

**Residency**

	Month	Year
I have been a resident of California since:	April	2010
I have been a resident of San Diego County since:	June	2016
I have been a resident of Del Mar since:	Oct	2019

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

Full-time

Part-time

Is Del Mar your primary place of residence?

Yes

No

Are you a register voter in Del Mar?

Yes

No

### III. COMMITTEE SPECIFIC QUESTIONS

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

#### 1. Arts Advisory Committee

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

- Resident with an art background
- Resident without an art background
- Business Owner- Art related business
- Del Mar Foundation Representative
- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): \_\_\_\_\_

**Describe your experience and skills as they relate to the world of community art and fine art.**

**Why in your opinion is public art valuable to the Del Mar community?**

**What is your public art philosophy?**

#### 2. Finance Committee

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

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

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

3. [Measure Q Citizen Oversight Committee](#)

Membership on the Measure Q Citizen Oversight Committee is set by category. To avoid conflicts of interest, members of the Measure Q Citizen Oversight Committee cannot concurrently serve on the Undergrounding Project Advisory Committee. Which membership category do you best fit in? (Select all that apply)

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

4. [Traffic and Parking Advisory Committee](#)

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

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

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

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

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

As an engineer and a manager of manufacturing facilities globally, I have worked with Govt and traffic authorities to ensure that large projects did not adversely impact traffic in small towns. Recent example was working with city of Jamestown North Dakota to ensure a proposed Fertilizer facility did not impact local traffic patterns .

5. [Parks and Recreation Committee](#)

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

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

I have sponsored and built a park in the city of Ft Madison Iowa. I led the fund raising and pulled together fellow members of the city business community and championed the transformation of an unused weedy lot in the city to a beautiful park, known as Aerodrome park . This was a project that I secured matching funds from my company for each dollar contributed .

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

Ensuring that city parks have a balance of open green spaces, recreation facilities ( like pickleball) , enlisting city businesses to sponsor Park renovations etc

6. [Lagoon Committee](#)

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

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

7. [Shores Advisory Committee](#)

The Shores Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

**What aspects of being on the Shores Advisory Committee most interest you and why?**

**Please describe your vision for the future of Shores Park.**

8. [Sustainability Advisory Committee](#)

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

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

While I believe sustainability starts at the individual level, there is a role for companies, governments to play in policy and operations to ensure that the right environment is there and conducive for right actions and behavior. I am a role model leader who leads by example.

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

I am very well versed in the concept of sustainability from my corporate background at DuPont where I participated in development of sustainable products ( like water based coatings) and also was the "face" of the company in the Asia region where I led many projects with minimal environmental footprint.

9. [Undergrounding Project Advisory Committee](#)

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.

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

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|--------------------------------------|---|
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| <input type="checkbox"/> South Bluff | <input type="checkbox"/> South Hills    |
| <input type="checkbox"/> North Hills | <input type="checkbox"/> Valley         |

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

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

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

**IV. SIGNATURE AND ACKNOWLEDGEMENT**

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

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

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

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

 \_\_\_\_\_

Signature

5/26/2023  
Date

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

# DEL MAR CITIZEN INTEREST FORM

RECEIVED

MAY 06 2023

CITY OF DEL MAR

## I. APPLICANT INFORMATION

Spelich	John	W
_____	_____	_____
Last Name	First Name	Middle Initial
_____	_____	Del Mar, CA
Home Street Address	City, State	
_____	_____	
Business Street Address (if applicable)	City, State	
_____	_____	
Home Phone Number	Business Phone Number	E-mail Address

## II. APPLICATION DETAILS

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

- |  |   |
|--|---|
| <input type="checkbox"/> Design Review Board                   | <input checked="" type="checkbox"/> Planning Commission         |
| <input type="checkbox"/> Arts Advisory Committee               | <input type="checkbox"/> Parks and Recreation Committee         |
| <input type="checkbox"/> Finance Committee                     | <input type="checkbox"/> Traffic and Parking Advisory Committee |
| <input type="checkbox"/> Measure Q Citizen Oversight Committee | <input type="checkbox"/> Lagoon Committee                       |
| <input type="checkbox"/> Other(s) (please indicate): _____     | <input type="checkbox"/> Sustainability Advisory Committee      |

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

I have 40+ years of senior-level experience at several Fortune 100 companies and a background in law and journalism, which helps me rapidly comprehend the issues and to help forge a consensus that works for all major stakeholders. I have also been a Del Mar homeowner and am familiar with the issues the city is grappling with as it seeks to both preserve the Community Plan while confronting the mandate for affordable housing and a rapidly changing commercial real estate market.

**Education:**

B.A. Communications, University of Michigan  
J.D., Michigan State University School of Law

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

Early in my career, I was a journalist covering smaller town City Halls and I spent a majority of my time around Planning Commission activities because that was one of the most important governmental touch points in terms of resident interaction and lifestyle satisfaction. This provides me a sensitivity to the gravity for all sides of a situation and, coupled with my work experiences, the ability to work with a committee to forge the best outcomes for Del Mar in any given situation.

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

I presently sit on the Traffic and Parking Advisory Committee.

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

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

NAME	STREET NAME (no house number)	Phone Number
Mel Katz	8th St	(619) 237-9900
Karen Lare	Sea Cliff Way	(858) 336-7091

**Residency**

	Month	Year
I have been a resident of California since:	Jan	2017
I have been a resident of San Diego County since:	Jan	2017
I have been a resident of Del Mar since:	Jan	2017

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

- Full-time
- Part-time

Is Del Mar your primary place of residence?

- Yes
- No

Are you a register voter in Del Mar?

- Yes
- No

**III. COMMITTEE SPECIFIC QUESTIONS**

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

**1. Arts Advisory Committee**

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

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- Resident without an art background
- Business Owner- Art related business
- Del Mar Foundation Representative
- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): \_\_\_\_\_

**Describe your experience and skills as they relate to the world of community art and fine art.**

**Why in your opinion is public art valuable to the Del Mar community?**

**What is your public art philosophy?**

**2. Finance Committee**

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

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

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

**3. Measure Q Citizen Oversight Committee**

Membership on the Measure Q Citizen Oversight Committee is set by category. To avoid conflicts of interest, members of the Measure Q Citizen Oversight Committee cannot concurrently serve on the Undergrounding Project Advisory Committee. Which membership category do you best fit in? (Select all that apply)

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- At-large Resident Member
- Other (please explain): \_\_\_\_\_

**4. Traffic and Parking Advisory Committee**

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

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

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

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

**5. Parks and Recreation Committee**

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

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

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

6. **Lagoon Committee**

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

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

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**What aspects of being on the Shores Advisory Committee most interest you and why?**

**Please describe your vision for the future of Shores Park.**

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

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

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

9. **Undergrounding Project Advisory Committee**

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.

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

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

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

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

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

**IV. SIGNATURE AND ACKNOWLEDGEMENT**

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

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

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



Signature

\_\_\_\_\_ Date

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

**2.34.020 Membership.**

- A. The Planning Commission shall consist of five members who are registered voters of the City of Del Mar and maintain residency within the City's municipal boundaries. Residency shall be maintained for no less than six months prior to appointment and if a Commissioner ceases to reside within the City during their membership on the Planning Commission, the appointment of such person shall be deemed to have been terminated. For the purposes of this section, residency shall mean someone who maintains residence and is physically present in the City of Del Mar for no less than six months per calendar year.
- B. Members shall serve staggered, four-year terms.

(Ord No. 931 , § 1, 9-18-2017)



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Nestor Machado, Management Analyst  
Via Ashley Jones, City Manager

DATE: June 19, 2023

SUBJECT: Design Review Board Interviews and Appointment

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council review the Citizen Interest Forms (Attachment A); interview the applicants; and appoint one resident to serve as a voting member on the Design Review Board for a full four-year term effective July 2, 2023 and expiring on July 31, 2027.

## DISCUSSION/ANALYSIS:

The Design Review Board (DRB) evaluates planning applications for their consistency with the provisions of the Del Mar Community (General) Plan, City's Zoning Ordinance and the applicable design review standards included in the Design Review Ordinance (DRO).

There is one upcoming voting member vacancy on the DRB due to the term expiration of Linda Judd on July 1, 2023. Linda was appointed to serve the balance of a vacant term on December 12, 2022. The City advertised the vacancy and received two applications from Linda Judd and Ajit Venkatraman (Attachment A). Both applicants indicated that they meet the requirements of Del Mar Municipal Code Section 2.38.020 (Attachment B) in order to serve as voting members on the DRB.

Staff recommends that the City Council review the Citizen Interest Forms, interview the applicants and vote to appoint one applicant to serve on the DRB as a voting member for a full four-year term beginning on July 2, 2023 and expiring on July 31, 2027.

Pursuant to Council Policy 200, "Committees – City Council Advisory Committees, Boards and Commissions," (Attachment B) an applicant must receive three affirmative votes in order to be appointed. If three affirmative votes are not received, the Council can choose to vote again or to direct staff to reopen the vacancy to solicit additional interest.

## ATTACHMENTS:

Attachment A - Citizen Interest Forms  
Attachment B - Del Mar Municipal Code Section 2.38.020

---

City Council Action:

RECEIVED

MAY 26 2023

CITY OF DEL MAR

# DEL MAR CITIZEN INTEREST FORM

## I. APPLICANT INFORMATION

Judd \_\_\_\_\_ Linda \_\_\_\_\_ M \_\_\_\_\_  
 Last Name First Name Middle Initial

\_\_\_\_\_ Del Mar, CA  
 Home Street Address City, State

\_\_\_\_\_ City, State  
 Business Street Address (if applicable) City, State

\_\_\_\_\_ \_\_\_\_\_  
 Home Phone Number Business Phone Number E-mail Address

## II. APPLICATION DETAILS

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

- Design Review Board
- Arts Advisory Committee
- Finance Committee
- Measure Q Citizen Oversight Committee
- Other(s) (please indicate): \_\_\_\_\_
- Planning Commission
- Parks and Recreation Committee
- Traffic and Parking Advisory Committee
- Lagoon Committee
- Sustainability Advisory Committee

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

Strong involvement in neighbor-to-neighbor relations in Del Mar Woods, a high density housing complex in the Residential Mixed zone of Del Mar. Track record of seeking ways to work out issues with positive outcomes for all parties

**Education:**

University of New Hampshire, BS Business Management, 1985 – Magna Cum Laude

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

Del Mar Woods  
 Board Member (2 years),  
 Finance Committee, *1 year*  
 Landscape Committee (since 2015) *5 years*  
*Design Review Board since January 2023*

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

*Design Review Board*

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

Please see Relevant Experience

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

NAME	STREET NAME (no house number)	Phone Number
Karen Lare	Sea Cliff Way	
Eileen Kim	Del Mar Woods	
Brianna Becker	Del Mar Woods	

**Residency**

	Month	Year
I have been a resident of California since:	February	2004
I have been a resident of San Diego County since:	February	2004
I have been a resident of Del Mar since:	February	<i>2004</i>

2004

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

Is Del Mar your primary place of residence?  Yes  No

Are you a register voter in Del Mar?  Yes  No



# DEL MAR CITIZEN INTEREST FORM



## I. APPLICANT INFORMATION

Venkatraman \_\_\_\_\_ Ajit \_\_\_\_\_  
Last Name First Name Middle Initial

\_\_\_\_\_ Del Mar, CA 92014  
Home Street Address City, State

\_\_\_\_\_ City, State  
Business Street Address (if applicable)

\_\_\_\_\_ E-mail Address  
Home Phone Number Business Phone Number

## II. APPLICATION DETAILS

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

2 Design Review Board  1 Planning Commission

Arts Advisory Committee  3 Parks and Recreation Committee

Finance Committee  4 Traffic and Parking Advisory Committee

Measure Q Citizen Oversight Committee  Lagoon Committee

Other(s) (please indicate): \_\_\_\_\_  Sustainability Advisory Committee

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

30 years of experience as a Fortune 50 company executive with experience leading global organizations. 10 years as an entrepreneur building and growing companies in Clean-tech, Renewables, and Health care in Bay Area, Orange county and San Diego.

Awarded Businessman of Year in 2002 at Fort Madison, IA for community leadership  
Member of Shanghai Jiading Industrial zone representing many industrial companies 2005-2007  
Member of the Chamber of Commerce Board, Fort Madison, IA 2003

<https://www.linkedin.com/in/ajitvenkatraman/>

**Education:**

Masters in Chemical Engineering  
Bachelors in Chemical Engineering

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

- Led project to fund raise and build a park in down town Fort Madison, IA. Energized business community in coming together and donating and volunteering for the \$100K project
- Initiated and successfully launched a community festival ( First Night) in 2003 in Fort Madison, IA. Festival brought together community in a non alcoholic new year's eve celebration that was family friendly and showcased local talent and helped local businesses.

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

None

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

Chamber of Commerce Board member , Fort Madison, IA 2003-2004

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

NAME	STREET NAME (no house number)	Phone Number
Provided on request		

**Residency**

	Month	Year
I have been a resident of California since:	April	2010
I have been a resident of San Diego County since:	June	2016
I have been a resident of Del Mar since:	Oct	2019

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

Full-time

Part-time

Is Del Mar your primary place of residence?

Yes

No

Are you a register voter in Del Mar?

Yes

No

**III. COMMITTEE SPECIFIC QUESTIONS**

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

1. **Arts Advisory Committee**

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

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- Resident without an art background
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- Del Mar Village Association Representative
- Ex-Officio (non-voting) – with Art related expertise
- Other (please explain): \_\_\_\_\_

**Describe your experience and skills as they relate to the world of community art and fine art.**

**Why in your opinion is public art valuable to the Del Mar community?**

**What is your public art philosophy?**

2. **Finance Committee**

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

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

4. [Traffic and Parking Advisory Committee](#)

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

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

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

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

As an engineer and a manager of manufacturing facilities globally, I have worked with Govt and traffic authorities to ensure that large projects did not adversely impact traffic in small towns. Recent example was working with city of Jamestown North Dakota to ensure a proposed Fertilizer facility did not impact local traffic patterns .

5. [Parks and Recreation Committee](#)

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

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

I have sponsored and built a park in the city of Ft Madison Iowa. I led the fund raising and pulled together fellow members of the city business community and championed the transformation of an unused weedy lot in the city to a beautiful park, known as Aerodrome park . This was a project that I secured matching funds from my company for each dollar contributed .

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

Ensuring that city parks have a balance of open green spaces, recreation facilities ( like pickleball) , enlisting city businesses to sponsor Park renovations etc

6. [Lagoon Committee](#)

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

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

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

I am very well versed in the concept of sustainability from my corporate background at DuPont where I participated in development of sustainable products ( like water based coatings) and also was the "face" of the company in the Asia region where I led many projects with minimal environmental footprint.

9. [Undergrounding Project Advisory Committee](#)

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.

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

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

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

**IV. SIGNATURE AND ACKNOWLEDGEMENT**

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

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

---

Signature

5/26/2023

Date

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

## Del Mar Municipal Code – Design Review Board Membership

## 2.38.020 - Membership.

A. The Design Review Board shall consist of seven members who are registered voters of the City of Del Mar and maintain residency within the City's municipal boundaries. Residency shall be maintained for no less than six months prior to appointment and if a Board Member ceases to reside within the City during their membership on the Design Review Board, the appointment of such person shall be deemed to have been terminated. For the purposes of this section, residency shall mean someone who maintains residence and is physically present in the City of Del Mar for no less than six months per calendar year.

B. Members shall serve staggered, four-year terms.

C. The members shall be persons who, by experience, training, education, or occupation, have demonstrated talent and interest in developing the aesthetics of environmentally sensitive design within the framework of practical considerations.

D. The Design Review Board shall also include an eighth, ex-officio member and an ex-officio alternate, both appointed to a two-year term by a majority of the City Council.

1. The ex-officio member and alternate shall be appointed based on their professional experience in architecture, landscape architecture, planning or urban design.

2. The ex-officio member, or alternate, shall assist the Design Review Board members in their deliberations as to whether an application for a Design Review Permit is consistent with the applicable standards of review. As requested, the ex-officio member, or alternate, shall also assist the members in a determination of the existence of feasible design alternatives. However, neither the ex-officio member, nor alternate, shall participate in the votes on applications.

3. The ex-officio member, or alternate, shall not be counted for purposes of determining the existence of a quorum of the Design Review Board.

4. The ex-officio member and alternate should preferably be residents of the City but neither is required to be a resident of the City.

5. The ex-officio alternate shall serve in the absence of the ex-officio member.

6. The ex-officio member and alternate shall comply with all City of Del Mar Conflict of Interest regulations.

(Ord. No. 767; Ord. No. 785; Ord. No. 793; Ord. No. 825; Ord No. [931](#), § 1, 9-18-2017)



# City of Del Mar Agenda Report

TO: Honorable Mayor and Councilmembers

FROM: Ashley Jones, City Manager  
Monica Molina, Finance Manager/Treasurer

DATE: June 19, 2023

SUBJECT: Adoption of the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget and Related Budget Resolutions

## REQUESTED ACTION/RECOMMENDATION:

It is recommended that the City Council: 1) Accept final changes to the proposed budget document identified in Table A; and 2) Adopt the Resolutions included as Attachments A and C-H, as required in order to formally adopt the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget.

## EXECUTIVE SUMMARY:

During a public workshop held on May 30 and 31, 2023, the City Council received public input and reviewed, discussed, and provided direction to staff on the proposed Fiscal Years 2023-2024 and 2024-2025 operating expenditures; capital and special projects; staffing recommendations; Measure Q Fund; and City reserve balances and proposed policies. The budget proposal has been updated to reflect the feedback and direction provided by the City Council at the budget workshop, which is further described in this report.

The final proposed budget document (Exhibit A of Attachment A) reflects an Operating and Capital Budget of \$39.8 million in Fiscal Year (FY) 2023-2024; and \$40.7 million in FY 2024-2025. The proposed budget presented in this report results in a projected General Fund Contingency (GFC) for FY 2023-2024 of 27.87% (102 days of operations), and 26.54% (97 days of operations) in FY 2024-2025. The City's proposed two-year balanced budget conforms to the City's financial policies, meets the City's goal of a 25% GFC in both years, and meets all reserve requirements. The final proposed budget also includes annual transfers of \$360,000 to the Pension Reserve Fund, \$100,000 to the Equipment Reserve Fund, \$300,000 to the Housing Reserve Fund and \$200,000 to the Capital Reserve Fund, together totaling \$960,000 annually.

## DISCUSSION/ANALYSIS:

Below is a more detailed discussion of the changes made to the proposed budget presented at the City Council budget workshop based on feedback and direction provided by the City Council.

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City Council Action:

### **Revenue Adjustments**

The Finance Committee reviewed the proposed budget report on May 23, 2023, and although they were generally supportive of the proposed budget, they expressed some concerns regarding staff's conservative revenue projections, particularly with regard to property taxes. However, based on the most recent property tax projections provided by the County of San Diego following the Finance Committee meeting, staff recommends keeping property tax and all other revenue projections the same as provided in the proposed budget, other than those mentioned below. As is standard practice, staff will re-evaluate revenues during the Mid-Year budget process and recommend adjustments as necessary.

In comparison to the proposed budget document presented to the City Council on May 30 and 31, 2023, two revenue adjustments were made to the final proposed budget and are described in detail below. The total revenue adjustments result in a positive impact to the General Fund of \$226,000 or 1.28% in FY 2023-2024 and \$222,200 or 1.81% in FY 2024-2025.

### **Citizens' Option for Public Safety (COPS) Growth Funds**

Every year, the City receives \$100,000 in COPS funds from the State, to be applied toward the cost related to law-enforcement activity. In addition, the City also receives funds from the *Enhancing Law Enforcement Activities Growth Special Account (Enhancing Law Enforcement)*. It is anticipated that the City will be receiving an estimated additional \$60,000 each year in Enhancing Law Enforcement funds, which has been added to the proposed budget document. This increase to revenue will have a 0.34% General Fund Contingency impact in FY 2023-2024.

### **Clean Energy Alliance (CEA) Reimbursement**

On October 7, 2019, the City Council approved the City's participation in the Clean Energy Alliance (CEA), a new regional Community Choice Aggregation (CCA) program. Part of the agreement included member agencies funding initial start-up costs with the anticipation that those funds would be reimbursed within three years of the initiation of the provision of electricity to member communities. The CEA budget for FY 2023-2024 includes repayment of Del Mar's start-up cost contribution, which was approximately \$166,000 and included the cost for a feasibility study and outside legal analysis. Included in the final proposed budget is the reimbursement of \$166,000 in FY 2023-2024, which will have a 0.94% General Fund Contingency impact in FY 2023-2024 and 0.91% impact in FY 2024-2025.

### **Allocation of Remaining Coronavirus State and Local Fiscal Relief Funds**

In March 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA). The legislation included \$350 billion in emergency funding for state, local, territorial, and tribal governments, and is available as Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The City of Del Mar received \$1,033,196 of SLFRF funds, which must be allocated by December 31, 2024, and expensed by December 31, 2026.

On October 3, 2022, the City Council approved the allocation of \$871,000 of SLFRF monies for the purchase of the new fire engine, leaving a remaining amount of \$162,196 in SLFRF funds to be spent on eligible uses such as projects that were previously deferred as a result of COVID. As such, staff is recommending that the Council approve allocating the remaining \$162,196 in

SLFRF fund toward the General Fund portion of street paving and repairs, which was drastically reduced during the pandemic from approximately \$400K annually to approximately \$125,000 due to financial impacts to the City. This increase to revenue will have a 0.90% General Fund Contingency impact in FY 2024-2025.

### **Expenditure Adjustments**

Total expenditure adjustments included in the updated proposed two-year budget result in a net increase in General Fund expenditures of \$288,970 in FY 2023-2024, and a net increase of \$326,780 in FY 2024-2025. The majority of the expenditure adjustments relate to the following:

#### **Changes to Employee Salaries**

It should be noted that the proposed two-year budget that was presented to the City Council during the budget workshops, did not include any changes to Fire employee salaries and benefits, due to the fact that staff have been in negotiations with the Del Mar Firefighter Association (DMFA) over the last few months. Unfortunately, the City and DMFA have not yet been able to reach agreement on the terms of a new labor agreement, and negotiations are still underway. As such, the budget will continue to reflect this group's current salary and benefits until such time that a new labor agreement has been approved.

At the Council budget workshop, staff presented recommendations for four new full-time staffing positions, which were not included in the budget proposal pending feedback and direction from the City Council. These position recommendations are based on the City's current and long-term needs in order to continue to meet minimum staffing levels needed for operations, meet the expectations of the community, and achieve the critical work plan goals and objectives identified by the City Council.

Recommended positions include a Management Analyst and a Senior Planner in the Planning & Community Development Department; a Lifeguard Sergeant position in the Community Services Department; and a Maintenance Worker in the Public Works Department. The cost of Lifeguard Sergeant is fully offset by a reduction in seasonal employee hours and related costs and Junior Lifeguard program revenues. The Maintenance Worker position will be partially offset by a reduction in seasonal employee hours and related costs. All four positions were discussed in detail during the budget workshop and are described in detail in the accompanying agenda report for the meeting. All positions were supported by the City Council and are included in the final proposed budget document. The approved positions result in a General Fund Contingency impact of \$263,580 or 2.45% in FY 2023-2024 and \$299,740 or 3.91% in Fiscal Year 2024-2025.

In addition, staff's recommendation to standardize the compensation schedules for unrepresented employees in FY 2024-2025 was also discussed and supported by the City Council during the budget workshop and has been included in the final proposed budget document. This item results in a General Fund Contingency impact of \$19,320 or 0.26% in FY 2024-2025.

The final proposed budget document included with this report, also reflects the most up to date salaries for all employees, including the recent compensation adjustment for the City Manager that was approved by the City Council on June 5, 2023. The additional minor salary adjustments result in a General Fund Contingency impact of \$10,390 or 0.09% in FY 2023-2024 and \$7,720 or 0.10% in FY 2024-2025.

Changes to Equipment Replacement

The proposed budget included a total of \$97,200 in FY 2023-2024 and \$28,400 in FY 2024-2025 of equipment replacement expenditures. However, following presentation of the proposed budget to the City Council at the budget workshop, staff was notified that additional funds are required to outfit the City’s fire truck with necessary lighting and radios. This item results in an adjustment to the proposed budget of \$15,000 in FY 2023-2024 in the Equipment Replacement Fund and has no impact to the General Fund Contingency.

Changes to Measure Q Fund

As discussed during the budget workshop the most updated estimate for Undergrounding District X1A was not included in the proposed budget. Consistent with staff’s presentation to the City Council on May 15, 2023, regarding the Utility Undergrounding Program, the total budget for X1A increased by \$424,690, to a new total budget of \$7,365,310, based on the confirmed linear feet of joint trench for the project. The adjusted proposed budget for X1A will be \$2,190,310 in FY 2023-2024 and \$5,175,000 in FY 2024-2025.

Table A below is a summary of the impacts to the General Fund Contingency based on changes to the proposed budget presented at the City Council budget workshop on May 30 and 31, 2023, and the final proposed budget included with this report. Summary reports of the final proposed budget are included as Exhibit A to Attachment A.

**Table A: Impact on General Fund Contingency based on Budget Changes**

Item	FY 23-24 Exp	FY24-25 GFC Impact	FY24-25 Exp	FY24-25 GFC Impact
<b>Budget Workshop- General Fund</b>	<b>\$15,261,590</b>	<b>29.13%</b>	<b>\$15,486,780</b>	<b>29.00%</b>
Revenue adj (GFC Impact)		+1.28%		+1.81%
Senior Planner position	110,630	-1.03%	123,460	-1.61%
Management Analyst position	93,500	-0.87%	102,000	-1.33%
Sergeant Lifeguard position*	46,800	-0.43%	61,230	-0.80%
Maintenance Worker position	12,650	-0.12%	13,050	-0.17%
Fire Truck – Lights/Radio	15,000	-	-	-
Other minor changes	10,390	-0.09%	7,720	-0.10%
Compensation schedule update	-	-	19,320	-0.26%
<b>Proposed Budget Contingency</b>	<b>\$15,550,560</b>	<b>27.87%</b>	<b>\$15,813,560</b>	<b>26.54%</b>

\*Sergeant Lifeguard position expenditures listed on this chart is covered by Junior Lifeguard revenue.

### Reserves

If the recommended changes presented in this report are approved, the General Fund Contingency for Fiscal Year 2023-24 will decrease from \$5,029,981 or 29.13% (106 days of operations) to \$4,910,011, or 27.87% (102 days of operations). The General Fund Contingency for FY 2024-25 will decrease from \$5,139,322 or 29.00% (106 days of operations) to \$4,804,462 or 26.54% (97 days of operations). This meets the General Fund Contingency target of 25% in both fiscal years.

During the budget workshop, staff presented updated reserve and budget policies to the City Council for consideration. One policy in particular that was supported by the Finance Committee and City Council was the proposed Pension Reserve Policy, which includes, among other things, the establishment of a Section 115 Trust for the City's pension reserve funds. At the budget workshop, the Council requested more information from the Pension Subcommittee, who have expressed support for the creation of a Section 115 Trust. As such, this portion of the policy was revised to state that the Council "will consider" establishment of a 115 Trust, which will be brought back to the City Council as a separate future agenda item for consideration, which will include a presentation by the Pension Subcommittee. At this time, staff and the committee are targeting this presentation to occur before the Council's summer meeting recess in August.

Additionally, based on the feedback provided by the Finance Committee on May 23, 2023, staff will be working with a subcommittee of the Finance Committee to evaluate and identify any potential changes to the Finnell Plan for City Council consideration and implementation in FY 2024-2025.

### Cash Flow Report

Revised cash flow reports are included as Attachment B. As presented on the cash flow report, inclusive of the recommended new staffing positions, the cash flow before capital and special projects in FY 2023-2024 reports a \$2.1 million surplus. Keep in mind that this surplus would be \$500,000 larger if both the Housing Fund (\$300,000) and Capital Reserves (\$200,000) transfers were not included in the total. Total cash flow after capital and special projects for FY 2023-2024 is approximately \$435,000. In addition, transfers were also made to the Pension Reserve of \$360,000 and Equipment Replacement Fund of \$100,000, resulting in a total General Fund balance of \$10,103,214.

The preliminary FY 2024-2025 cash flow report based on current projections reports a surplus of \$2.2 million before capital and special projects, which also includes a total of \$500,000 transfer to Housing (\$300,000) and Capital (\$200,000) Reserves. The total cash flow after capital and special projects is approximately \$326,000 and increases the total General Fund balance to \$10,429,265.

Table B below provides the changes to the General Fund Contingency and reserves and projected ending balances for the next two fiscal years. As noted in the table, the General Fund is in a strong financial position and continues to increase with all reserves at target levels.

**Table B. General Fund Contingency and Reserves**

<b>Reserve</b>	<b>FY 21-22 Final</b>	<b>FY 22-23 Projected</b>	<b>FY 23-24 Proposed</b>	<b>FY 24-25 Proposed</b>
<b>General Fund Contingency</b>	<b>37.08%</b>	<b>29.60%</b>	<b>27.87%</b>	<b>26.54%</b>
General Fund Contingency	\$5,509,075	\$4,811,637	\$4,910,011	\$4,804,462
Pension Reserve	2,292,700	3,400,000	3,760,000	4,120,000
Self-Insurance	450,000	371,553	350,003	350,003
Leave Liability	100,000	100,000	100,000	100,000
Equipment Replacement	900,000	985,400	983,200	1,054,800
<b>Total General Fund</b>	<b>\$9,251,775</b>	<b>\$9,668,590</b>	<b>\$10,103,214</b>	<b>\$10,429,265</b>
Housing Reserve	\$300,000	\$1,100,000	\$1,400,000	\$1,700,000
Capital Reserve	-	200,000	400,000	600,000

Based on the expectation that all revenue sources will reach pre-pandemic levels by the end of the current year, the upcoming two-year budget includes a balanced budget that meets target reserve levels; increases Housing and Capital reserves; continues with the goal to fully fund the unfunded Pension liability by 2032; and restores all City services to pre-pandemic levels.

**REQUIRED COUNCIL ACTION:**

In conjunction with the approval of the proposed two-year budget, the City Council is required to approve the following resolutions, which are described in more detail as attachments to this report:

- 1) Adopting the Compensation Plan for the Management and Professional, General, and Miscellaneous, Part-Time, Temporary and Hourly Employees for Fiscal Year 2023-2024 (Attachment C);
- 2) Setting the User Fee Schedule effective July 1, 2023 (Attachment D);
- 3) Fixed charge assessments for bonded indebtedness (Attachment E);
- 4) Establishing the Appropriations Limit (Attachment F);
- 5) Adopting the Statement of Investment Policy for Fiscal Year 2023-24 (Attachment G);  
and
- 6) Setting Parking Violation fees effective July 1, 2023 (Attachment H).

ATTACHMENTS:

- Attachment A - Resolution Adopting Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget
- Attachment B - Fiscal Year 2023-24 and 2024-25 Updated Cash Flow Report
- Attachment C - Resolution Adopting the Compensation Plans for the Management and Professional, General, and Miscellaneous, Part Time, Temporary and Hourly Employees for Fiscal Year 2023-2024
- Attachment D - Resolution Setting User Fee Schedule effective July 1, 2023
- Attachment E - Resolution Establishing the Fixed Charge Assessments for Bonded Indebtedness for Fiscal Year 2023-2024
- Attachment F - Resolution Establishing the Appropriations Limit for Fiscal Year 2023-2024
- Attachment G - Resolution Approving the Statement of Investment Policy for Fiscal Year 2023-2024
- Attachment H - Resolution Setting Parking Violation Fees effective July 1, 2023

## RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE FISCAL YEARS 2023-2024 AND 2024-2025 OPERATING AND CAPITAL BUDGET AND CITY COUNCIL PRIORITIES

WHEREAS, on May 30 and May 31, 2023, the City Council of the City of Del Mar held budget workshops to review the proposed Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget; and

WHEREAS, the City Council has been presented with and has reviewed the final Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget along with additional recommendations and appropriations setting the levels of reserves and transfers in and transfers out between funds, and other related expenditures; and

WHEREAS, the City Council approves the allocation of the remaining \$162,196 of Coronavirus State and Local Fiscal Recovery Funds to be used for FY 2023-24 Street Paving and Repairs, which were deferred in Fiscal Year 2020-2021 based on the loss in revenue due to the COVID-19 pandemic; and

WHEREAS, the City Council hereby provides authorization to the City Manager to approve the purchase of equipment from the Equipment Replacement Fund for Fiscal Year 2023-2024 that has been included in the Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget, which are as follows:

Replace Lifeguard Vehicle (CS)	\$55,000
Replace Utility Truck (PW)	80,000
Outfit Fire Truck-Camper Shell/Lights/Radio	20,000
Replace Boat & Engines	8,000

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 Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget is approved and adopted as shown on Exhibit "A"; and
3. The City Manager has the authority to make the equipment replacement purchases identified above and move appropriations between programs as long as the total dollars do not exceed that approved by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, Nestor Machado, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>h</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2023-2024**

		<b>BEGINNING BALANCE JUL 1, 2023 ESTIMATE</b>	<b>REVENUES FY 2024</b>	<b>O &amp; M EXPENDITURES FY 2024</b>	<b>CIP EXPENDITURES FY 2024</b>	<b>TRANSFERS IN (OUT) FY 2024</b>		<b>ENDING BALANCE JUN 30, 2024 ESTIMATE</b>
<b>GENERAL FUND</b>								
CONTINGENCY	<b>27.87%</b>	4,811,637	20,225,080	(15,191,460)	-	287,400	\$(5,222,646)	4,910,011
RESTRICTED:								
SELF-INSURANCE		371,553	-	(170,000)	-	148,450	-	350,003
DESIGNATED:								
ENCUMBRANCES		-	-	-	-	-	-	-
COASTAL PARKING REVENUE		-	81,900	(81,900)	-	-	-	-
SIDEWALK CAFÉ		-	5,000	(5,000)	-	-	-	-
PENSION RESERVE		3,400,000	-	-	-	360,000	-	3,760,000
LEAVE LIABILITY		100,000	-	-	-	-	-	100,000
EQUIPMENT REPLACEMENT		985,400	-	(102,200)	-	100,000	-	983,200
TOTAL GENERAL FUND		9,668,590	20,311,980	(15,550,560)	-	895,850	(5,222,646)	10,103,214
<b>MEASURE Q</b>								
		7,392,133	3,400,000	-	(5,636,310)	-	-	5,155,823
<b>ROAD MAINTENANCE REHABILITATION ACCT</b>								
		-	97,400	-	-	-	(97,400)	-
<b>GAS TAX FUND</b>								
		-	118,310	(839,140)	-	720,830	-	-
<b>OPEN SPACE FUND</b>								
		-	736,860	(1,418,230)	-	681,370	-	-
DESIGNATED								
ENCUMBRANCES		-	-	-	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS		-	1,405,000	-	(1,592,000)	187,000	-	-
OPEN SPACE ACQUISITION		86,388	-	-	-	-	-	86,388
TREE RESERVE		35,767	-	-	-	-	-	35,767
TOTAL OPEN SPACE FUND		122,155	2,141,860	(1,418,230)	(1,592,000)	868,370	-	122,155
<b>SUPPLEMENTAL LAW ENFORCEMENT FUND</b>								
		-	160,000	-	-	-	(160,000)	-
<b>REGIONAL COMMUNICATIONS FUND</b>								
		10,864	45,000	(61,250)	-	10,386	-	5,000
<b>GRANTS FUND</b>								
		132,169	60,000	(61,170)	-	-	-	130,999
<b>HOUSING FUND</b>								
HOUSING RESERVE		54,112	-	(40,000)	-	-	-	14,112
		1,100,000	-	-	-	300,000	-	1,400,000
		1,154,112	-	(40,000)	-	300,000	-	1,414,112
<b>AB 939 FUND</b>								
		335,320	154,000	(78,840)	-	-	-	410,480
<b>PEG FEE FUND</b>								
		4,135	46,000	(10,700)	-	-	(30,000)	9,435

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2023-2024**

	BEGINNING BALANCE JUL 1, 2023 ESTIMATE	REVENUES FY 2024	O & M EXPENDITURES FY 2024	CIP EXPENDITURES FY 2024	TRANSFERS IN FY 2024	TRANSFERS (OUT) FY 2024	ENDING BALANCE JUN 30, 2024 ESTIMATE
<b>CAPITAL IMPROVEMENT FUND</b>	-	1,129,560		(2,213,060)	1,083,500	-	-
ENCUMBRANCES	-						
RESERVE FOR CAPITAL	200,000				200,000		400,000
DEBT SERVICE	-		(905,670)		905,670		-
TOTAL CAPITAL IMPROVEMENT FUND	200,000	1,129,560	(905,670)	(2,213,060)	2,189,170	-	400,000
<b>SPECIAL PROJECT FUND</b>	-	-	-	(354,000)	354,000	-	-
<b>TRANSNET FUND</b>	2,756	391,000	(391,000)	-	-	-	2,756
<b>RTCIP</b>	31,564	-	-	-	-	-	31,564
<b>WORKERS' COMPENSATION FUND</b>	380,860	290,000	(263,150)	-	-	-	407,710
<b>WATER FUND</b>							
NET POSITION	427,142	4,336,000	(4,087,710)	-	-	(470,152)	205,280
RESTRICTED:							
CONTRIBUTED CAPITAL	4,028,272	-	-	-	-	-	4,028,272
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
CAPTIAL REPLACEMENT	29,848	-	-	(300,000)	470,152	-	200,000
NET PENSION LIABILITY	(861,169)	-	-	-	-	-	(861,169)
PENSION RESERVE	1,000,000	-	-	-	-	-	1,000,000
OPERATING RESERVE	275,000	-	-	-	-	-	275,000
EQUIPMENT REPLACEMENT	200,000	-	(33,390)	-	-	-	166,610
UTILITY PLANT IN SERVICE	7,159,111	-	(385,000)	-	-	-	6,774,111
TOTAL WATER FUND	12,508,204	4,336,000	(4,506,100)	(300,000)	470,152	(470,152)	12,038,104
<b>CLEANWATER FUND</b>							
NET POSITION	-	635,000	(741,440)	-	106,440		-
DESIGNATED							
UTILITY PLANT IN SERVICE	56,010						56,010
ENCUMBRANCES	-		-	-	-		-
CAPITAL REPLACEMENT	-			(65,000)	65,000		-
TOTAL CLEAN WATER FUND	56,010	635,000	(741,440)	(65,000)	171,440	-	56,010

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2023-2024**

	<b>BEGINNING BALANCE JUL 1, 2023 ESTIMATE</b>	<b>REVENUES FY 2024</b>	<b>O &amp; M EXPENDITURES FY 2024</b>	<b>CIP EXPENDITURES FY 2024</b>	<b>TRANSFERS IN (OUT) FY 2024</b>		<b>ENDING BALANCE JUN 30, 2024 ESTIMATE</b>
<b>WASTEWATER FUND</b>							
NET POSITION	34,140	3,912,000	(3,660,890)	-	317,000	(417,900)	184,350
RESTRICTED							
IBANK RESERVE	228,828	-	-	-	-	-	228,828
CONTRIBUTED CAPITAL	650,814	-	-	-	-	-	650,814
LOAN RESERVE-STATE REVOLVING	332,979	-	-	-	-	-	332,979
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
CAPITAL REPLACEMENT	-	-	-	(375,000)	375,000	-	-
NET PENSION LIABILITY	(865,726)	-	-	-	-	-	(865,726)
PENSION RESERVE	817,000	-	-	-	-	(317,000)	500,000
OPERATING RESERVE	-	-	-	-	-	-	-
EQUIPMENT REPLACEMENT	-	-	(42,900)	-	42,900	-	-
UTILITY PLANT IN SERVICE	7,979,169	-	(700,000)	-	-	-	7,279,169
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
TOTAL WASTEWATER FUND	9,427,204	3,912,000	(4,403,790)	(375,000)	734,900	(734,900)	8,560,414
<b>TOTAL ENTERPRISE FUNDS</b>	<b>21,991,418</b>	<b>8,883,000</b>	<b>(9,651,330)</b>	<b>(740,000)</b>	<b>1,376,492</b>	<b>(1,205,052)</b>	<b>20,654,528</b>
<b>TOTAL - ALL FUNDS</b>	<b>41,426,076</b>	<b>37,228,110</b>	<b>(29,271,040)</b>	<b>(10,535,370)</b>	<b>6,715,098</b>	<b>(6,715,098)</b>	<b>38,847,776</b>

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2024-2025**

		<b>BEGINNING BALANCE JUL 1, 2024 ESTIMATE</b>	<b>REVENUES FY 2025</b>	<b>O &amp; M EXPENDITURES FY 2025</b>	<b>CIP EXPENDITURES FY 2025</b>	<b>TRANSFERS IN FY 2025</b>	<b>(OUT) FY 2025</b>	<b>ENDING BALANCE JUN 30, 2025 ESTIMATE</b>
<b>GENERAL FUND</b>								
CONTINGENCY	<b>26.54%</b>	4,910,011	20,645,640	(15,640,260)	-	230,000	\$ (5,340,929)	4,804,462
RESTRICTED:								
SELF-INSURANCE		350,003	-	(60,000)	-	60,000	-	350,003
DESIGNATED:								
ENCUMBRANCES		-	-	-	-	-	-	-
COASTAL PARKING REVENUE		-	81,900	(81,900)	-	-	-	-
SIDEWALK CAFÉ		-	3,000	(3,000)	-	-	-	-
PENSION RESERVE		3,760,000	-	-	-	360,000	-	4,120,000
LEAVE LIABILITY		100,000	-	-	-	-	-	100,000
EQUIPMENT REPLACEMENT		983,200	-	(28,400)	-	100,000	-	1,054,800
TOTAL GENERAL FUND		10,103,214	20,730,540	(15,813,560)	-	750,000	(5,340,929)	10,429,265
<b>MEASURE Q</b>								
		5,155,823	3,500,000	-	(6,720,500)	-	-	1,935,323
<b>ROAD MAINTENANCE REHABILITATION ACCT</b>								
		-	90,000	-	-	-	(90,000)	-
<b>GAS TAX FUND</b>								
		-	120,670	(851,780)	-	731,110	-	-
<b>OPEN SPACE FUND</b>								
		-	736,860	(1,416,680)	-	679,820	-	-
DESIGNATED								
ENCUMBRANCES		-	-	-	-	-	-	-
CAPITAL IMPROVEMENT PROJECTS		-	-	-	(81,000)	81,000	-	-
OPEN SPACE ACQUISITION		86,388	-	-	-	-	-	86,388
TREE RESERVE		35,767	-	-	-	-	-	35,767
TOTAL OPEN SPACE FUND		122,155	736,860	(1,416,680)	(81,000)	760,820	-	122,155
<b>SUPPLEMENTAL LAW ENFORCEMENT FUND</b>								
		-	160,000	-	-	-	(100,000)	60,000
<b>REGIONAL COMMUNICATIONS FUND</b>								
		5,000	45,000	(61,250)	-	18,301	-	7,051
<b>GRANTS FUND</b>								
		130,999	60,000	(61,170)	-	-	-	129,829
<b>HOUSING FUND</b>								
HOUSING RESERVE		14,112	-	(40,000)	-	25,888	-	-
		1,400,000	-	-	-	300,000	-	1,700,000
		1,414,112	-	(40,000)	-	325,888	-	1,700,000
<b>AB 939 FUND</b>								
		410,480	154,000	(79,890)	-	-	-	484,590
<b>PEG FEE FUND</b>								
		9,435	46,000	(10,700)	-	-	(40,000)	4,735

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2024-2025**

	BEGINNING BALANCE JUL 1, 2024 ESTIMATE	REVENUES FY 2025	O & M EXPENDITURES FY 2025	CIP EXPENDITURES FY 2025	TRANSFERS IN FY 2025	(OUT) FY 2025	ENDING BALANCE JUN 30, 2025 ESTIMATE
<b>CAPITAL IMPROVEMENT FUND</b>	-	1,411,950		(2,179,450)	767,500	-	-
ENCUMBRANCES	-						
RESERVE FOR CAPITAL	400,000				200,000		600,000
DEBT SERVICE	-	-	(904,290)	-	904,290	-	-
TOTAL CAPITAL IMPROVEMENT FUND	400,000	1,411,950	(904,290)	(2,179,450)	1,871,790	-	600,000
<b>SPECIAL PROJECT FUND</b>	-	-	-	(616,960)	616,960	-	-
<b>TRANSNET FUND</b>	2,756	147,000	(147,000)	-	-	-	2,756
<b>RTCIP</b>	31,564	-	-	-	-	-	31,564
<b>WORKERS' COMPENSATION FUND</b>	407,710	290,000	(283,000)	-	-	-	414,710
<b>WATER FUND</b>							
NET POSITION	205,280	4,336,000	(4,249,650)	-	500,000	(617,000)	174,630
RESTRICTED:							
CONTRIBUTED CAPITAL	4,028,272	-	-	-	-	-	4,028,272
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
CAPTIAL REPLACEMENT	200,000	-	-	(617,000)	617,000	-	200,000
NET PENSION LIABILITY	(861,169)	-	-	-	-	-	(861,169)
PENSION RESERVE	1,000,000	-	-	-	-	(500,000)	500,000
OPERATING RESERVE	275,000	-	-	-	-	-	275,000
EQUIPMENT REPLACEMENT	166,610	-	(26,390)	-	-	-	140,220
UTILITY PLANT IN SERVICE	6,774,111	-	(385,000)	-	-	-	6,389,111
TOTAL WATER FUND	12,038,104	4,336,000	(4,661,040)	(617,000)	1,117,000	(1,117,000)	11,096,064
<b>CLEANWATER FUND</b>							
NET POSITION	-	635,000	(766,060)		131,060		-
DESIGNATED							
UTILITY PLANT IN SERVICE	56,010						56,010
ENCUMBRANCES	-		-	-	-		-
CAPITAL REPLACEMENT	-			(365,000)	365,000		-
TOTAL CLEAN WATER FUND	56,010	635,000	(766,060)	(365,000)	496,060	-	56,010

**CITY OF DEL MAR  
RESERVE SUMMARY REPORT  
FISCAL YEAR 2024-2025**

	<b>BEGINNING BALANCE JUL 1, 2024 ESTIMATE</b>	<b>REVENUES FY 2025</b>	<b>O &amp; M EXPENDITURES FY 2025</b>	<b>CIP EXPENDITURES FY 2025</b>	<b>TRANSFERS IN (OUT) FY 2025</b>		<b>ENDING BALANCE JUN 30, 2025 ESTIMATE</b>
<b>WASTEWATER FUND</b>							
NET POSITION	184,350	3,912,000	(3,909,340)	-	300,000	(450,900)	36,110
RESTRICTED							
IBANK RESERVE	228,828	-	-	-	-	-	228,828
CONTRIBUTED CAPITAL	650,814	-	-	-	-	-	650,814
LOAN RESERVE-STATE REVOLVING	332,979	-	-	-	-	-	332,979
DESIGNATED							
ENCUMBRANCES	-	-	-	-	-	-	-
SELF-INSURANCE	50,000	-	-	-	-	-	50,000
CAPITAL REPLACEMENT	-	-	-	(425,000)	425,000	-	-
NET PENSION LIABILITY	(865,726)	-	-	-	-	-	(865,726)
PENSION RESERVE	500,000	-	-	-	-	(300,000)	200,000
OPERATING RESERVE	-	-	-	-	-	-	-
EQUIPMENT REPLACEMENT	-	-	(25,900)	-	25,900	-	-
UTILITY PLANT IN SERVICE	7,279,169	-	(700,000)	-	-	-	6,579,169
RATE STABILIZATION	200,000	-	-	-	-	-	200,000
TOTAL WASTEWATER FUND	8,560,414	3,912,000	(4,635,240)	(425,000)	750,900	(750,900)	7,412,174
<b>TOTAL ENTERPRISE FUNDS</b>	<b>20,654,528</b>	<b>8,883,000</b>	<b>(10,062,340)</b>	<b>(1,407,000)</b>	<b>2,363,960</b>	<b>(1,867,900)</b>	<b>18,564,248</b>
<b>TOTAL - ALL FUNDS</b>	<b>38,847,776</b>	<b>36,375,020</b>	<b>(29,731,660)</b>	<b>(11,004,910)</b>	<b>7,438,829</b>	<b>(7,438,829)</b>	<b>34,486,226</b>

**CITY OF DEL MAR  
FISCAL YEAR 2023-2024 AND 2024-2025  
PROPOSED OPERATING AND CAPITAL BUDGET  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTION FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>GENERAL FUND</b>										
<b>TAXES</b>										
PROPERTY TAX	6,384,954	6,615,450	6,900,000	6,900,000	7,176,000	7,463,040	276,000	4.0%	287,040	4.0%
VLF IN LIEU OF PROPERTY TAX	680,800	699,411	736,110	759,800	790,190	821,800	54,080	7.3%	31,610	4.0%
SALES AND USE TAX	1,147,970	2,068,716	2,270,000	2,300,000	2,250,000	2,300,000	(20,000)	-0.9%	50,000	2.2%
TRANSIENT OCCUPANCY TAX	1,792,090	3,419,866	3,700,000	3,775,000	3,800,000	3,800,000	100,000	2.7%	-	0.0%
FRANCHISE TAX	324,804	404,226	370,000	295,000	300,000	300,000	(70,000)	-18.9%	-	0.0%
BUSINESS LICENSE TAX	229,534	282,524	260,000	200,000	200,000	210,000	(60,000)	-23.1%	10,000	5.0%
REAL PROPERTY TRANSFER TAX	220,962	274,365	170,000	140,000	140,000	140,000	(30,000)	-17.6%	-	0.0%
<b>TOTAL</b>	<b>10,781,114</b>	<b>13,764,558</b>	<b>14,406,110</b>	<b>14,369,800</b>	<b>14,656,190</b>	<b>15,034,840</b>	<b>250,080</b>	<b>1.7%</b>	<b>378,650</b>	<b>2.6%</b>
<b>LICENSES &amp; PERMITS</b>										
LICENSES & PERMITS	10,096	352	5,000	440	500	500	(4,500)	-90.0%	-	0.0%
JUNIOR LIFEGUARD	-	88,689	97,800	89,000	95,000	95,000	(2,800)	-2.9%	-	0.0%
PARKING PERMITS	21,315	31,333	25,000	25,000	25,000	25,000	-	0.0%	-	0.0%
<b>TOTAL</b>	<b>31,411</b>	<b>120,374</b>	<b>127,800</b>	<b>114,440</b>	<b>120,500</b>	<b>120,500</b>	<b>(7,300)</b>	<b>-5.7%</b>	<b>-</b>	<b>0.0%</b>
<b>FINES &amp; FORFEITURES</b>										
MOVING VIOLATIONS/VEHICLE CODE FINES	47,019	42,640	50,000	55,000	55,000	55,000	5,000	10.0%	-	0.0%
PENALTIES	12,106	23,939	12,000	12,000	12,000	12,000	-	0.0%	-	0.0%
PARKING VIOLATIONS	896,374	903,237	900,000	900,000	925,000	950,000	25,000	2.8%	25,000	2.7%
ADMINISTRATIVE CITATIONS	27,600	43,595	42,000	65,000	45,000	45,000	3,000	7.1%	-	0.0%
RED LIGHT ENFORCEMENT	65,903	52,859	55,000	75,000	65,000	65,000	10,000	18.2%	-	0.0%
<b>TOTAL</b>	<b>1,049,002</b>	<b>1,066,270</b>	<b>1,059,000</b>	<b>1,107,000</b>	<b>1,102,000</b>	<b>1,127,000</b>	<b>43,000</b>	<b>4.1%</b>	<b>25,000</b>	<b>2.3%</b>
<b>REVENUE FROM USE OF ASSETS</b>										
INV EARN-GENERAL	48,673	(183,213)	60,000	220,000	270,000	270,000	210,000	350.0%	-	0.0%
SIDEWALK CAFÉ USER FEE	2,940	6,339	3,000	3,000	5,000	3,000	2,000	66.7%	(2,000)	-40.0%
RENTAL INCOME	133,190	199,944	190,000	225,000	200,000	200,000	10,000	5.3%	-	0.0%
PARKING METER INCOME	1,600,304	1,513,143	1,350,000	1,400,000	1,400,000	1,400,000	50,000	3.7%	-	0.0%
<b>TOTAL</b>	<b>1,785,107</b>	<b>1,512,898</b>	<b>1,603,000</b>	<b>1,848,000</b>	<b>1,875,000</b>	<b>1,873,000</b>	<b>272,000</b>	<b>17.0%</b>	<b>(2,000)</b>	<b>-0.1%</b>
<b>REVENUE FROM OTHER AGENCIES</b>										
MOTOR VEHICLE LICENSE FEE	3,130	4,919	4,000	4,040	4,000	4,000	-	0.0%	-	0.0%
PUBLIC SAFETY AUGMENTATION FUND	85,433	102,840	90,000	107,000	100,000	100,000	10,000	11.1%	-	0.0%
HOMEOWNER EXEMPT	36,737	35,718	38,740	35,000	35,000	35,000	(3,740)	-9.7%	-	0.0%
FEDERAL GRANTS	21,325	-	878,535	878,530	-	162,200	(878,535)	-100.0%	162,200	0.0%
STATE GRANTS	-	-	-	5,000	-	-	-	0.0%	-	0.0%
STATE MANDATED COST REIMB	-	-	3,000	-	1,500	1,500	(1,500)	-50.0%	-	0.0%
OFF-TRACK PARIMUTUEL	2,417	7,380	5,000	8,000	8,000	8,000	3,000	60.0%	-	0.0%
SOLID WASTE	23,853	27,761	28,000	11,000	11,000	11,000	(17,000)	-60.7%	-	0.0%
<b>TOTAL</b>	<b>172,895</b>	<b>178,618</b>	<b>1,047,275</b>	<b>1,048,570</b>	<b>159,500</b>	<b>321,700</b>	<b>(887,775)</b>	<b>-84.8%</b>	<b>162,200</b>	<b>101.7%</b>

**CITY OF DEL MAR  
FISCAL YEAR 2023-2024 AND 2024-2025  
PROPOSED OPERATING AND CAPITAL BUDGET  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTION FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>CHARGES - PLANNING SERVICES</b>										
PLANNING SERVICES	505,823	541,623	520,000	520,000	520,000	520,000	-	0.0%	-	0.0%
ENGINEERING SERVICES	170,688	151,057	155,000	120,000	120,000	120,000	(35,000)	-22.6%	-	0.0%
BUILDING SERVICES	504,913	435,382	520,000	520,000	442,000	442,000	(78,000)	-15.0%	-	0.0%
<b>TOTAL</b>	<b>1,181,424</b>	<b>1,128,062</b>	<b>1,195,000</b>	<b>1,160,000</b>	<b>1,082,000</b>	<b>1,082,000</b>	<b>(113,000)</b>	<b>-9.5%</b>	<b>-</b>	<b>0.0%</b>
<b>OTHER REVENUE SOURCES</b>										
PARKING IN-LIEU FEE	1,554	8,510	1,550	-	5,000	1,500	3,450	222.6%	(3,500)	-70.0%
SALE OF PROPERTY	-	28,600	-	-	-	-	-	0.0%	-	0.0%
ADMINISTRATIVE CHARGE	910,340	910,344	965,780	937,650	965,790	990,000	10	0.0%	24,210	2.5%
CONTRIBUTIONS	214,996	43,719	-	-	-	-	-	0.0%	-	0.0%
CORONAVIRUS RELIEF FUNDS	-	-	-	-	-	-	-	0.0%	-	0.0%
ADMINISTRATIVE CHARGE-MEASURE Q	53,259	68,951	135,000	135,000	150,000	150,000	15,000	11.1%	-	0.0%
NUISANCE ALARM REIMBURSEMENT	-	1,015	-	-	-	-	-	0.0%	-	0.0%
WORKER'S COMP REIMBURSEMENT	34,946	35,709	-	4,150	-	-	-	-100.0%	-	0.0%
INSURANCE CLAIM REIMBURSEMENT	612,107	130,493	-	3,800	-	-	-	-100.0%	-	0.0%
EXPENDITURE REIMBURSEMENT	55,042	25,305	5,170	5,000	171,000	5,000	165,830	3207.5%	(166,000)	-97.1%
MISCELLANEOUS	167,511	51,245	50,000	52,000	25,000	25,000	(25,000)	-50.0%	-	0.0%
<b>TOTAL</b>	<b>2,049,755</b>	<b>1,303,891</b>	<b>1,157,500</b>	<b>1,137,600</b>	<b>1,316,790</b>	<b>1,171,500</b>	<b>159,290</b>	<b>13.8%</b>	<b>(145,290)</b>	<b>-11.0%</b>
<b>TOTAL GENERAL FUND</b>	<b>17,050,708</b>	<b>19,074,671</b>	<b>20,595,685</b>	<b>20,785,410</b>	<b>20,311,980</b>	<b>20,730,540</b>	<b>(283,705)</b>	<b>-1.4%</b>	<b>418,560</b>	<b>2.1%</b>
<b>MEASURE Q FUND</b>	<b>2,339,901</b>	<b>3,297,998</b>	<b>3,300,000</b>	<b>3,300,000</b>	<b>3,400,000</b>	<b>3,600,000</b>	<b>100,000</b>	<b>3.0%</b>	<b>200,000</b>	<b>5.9%</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	<b>79,664</b>	<b>81,628</b>	<b>85,400</b>	<b>85,470</b>	<b>97,400</b>	<b>90,000</b>	<b>12,000</b>	<b>14.1%</b>	<b>(7,400)</b>	<b>-7.6%</b>
<b>GAS TAX FUND</b>	<b>101,400</b>	<b>104,286</b>	<b>107,000</b>	<b>107,080</b>	<b>118,310</b>	<b>120,670</b>	<b>11,310</b>	<b>10.6%</b>	<b>2,360</b>	<b>2.0%</b>
<b>OPEN SPACE FUND</b>										
TAXES	10,958	27,412	12,000	12,000	12,000	12,000	-	0.0%	-	0.0%
LICENSE & PERMITS	30,275	278,250	360,000	360,000	360,000	360,000	-	0.0%	-	0.0%
SURF CAMP PERMITS	79,519	80,311	180,000	180,000	180,000	180,000	-	0.0%	-	0.0%
ON-TRACK PARIMUTUEL	-	-	-	-	-	-	-	0.0%	-	0.0%
OFF-TRACK PARIMUTUEL	1,612	4,227	5,000	5,000	5,000	5,000	-	0.0%	-	0.0%
LOCAL GRANTS	-	35,000	-	-	680,000	-	680,000	100.0%	(680,000)	0.0%
CONTRIBUTIONS	-	40,000	137,000	137,000	862,000	137,000	725,000	529.2%	(725,000)	-84.1%
TREE MITIGATION	1,110	1,500	-	-	-	-	-	0.0%	-	0.0%
MISCELLANEOUS	38,557	49,769	42,860	42,860	42,860	42,860	-	0.0%	-	0.0%
<b>TOTAL OPEN SPACE FUND</b>	<b>162,031</b>	<b>516,469</b>	<b>736,860</b>	<b>736,860</b>	<b>2,141,860</b>	<b>736,860</b>	<b>1,405,000</b>	<b>190.7%</b>	<b>(1,405,000)</b>	<b>-65.6%</b>
<b>SUPPLEMENTAL LAW FUND</b>	<b>101,850</b>	<b>157,926</b>	<b>165,270</b>	<b>165,270</b>	<b>160,000</b>	<b>160,000</b>	<b>(5,270)</b>	<b>-3.2%</b>	<b>-</b>	<b>0.0%</b>
<b>REGIONAL COMMUNICATION</b>	<b>44,186</b>	<b>44,061</b>	<b>48,000</b>	<b>45,000</b>	<b>45,000</b>	<b>45,000</b>	<b>(3,000)</b>	<b>-6.3%</b>	<b>-</b>	<b>0.0%</b>

**CITY OF DEL MAR  
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PROPOSED OPERATING AND CAPITAL BUDGET  
REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTION FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>GRANTS FUND</b>	69,787	51,930	58,704	60,000	60,000	60,000	1,296	2.2%	-	0.0%
<b>HOUSING FUND</b>	51,620	(3,489)	3,000	6,000	-	-	(3,000)	-100.0%	-	0.0%
<b>AB 939</b>	51,475	193,546	150,000	154,000	154,000	154,000	4,000	2.7%	-	0.0%
<b>PEG FEE FUND</b>	44,183	42,868	46,000	46,000	46,000	46,000	-	0.0%	-	0.0%
<b>CAPITAL IMPROVEMENT FUND</b>										
FEDERAL GRANTS	134,937	168,052	1,987,335	1,987,335	1,000,000	1,250,000	(987,335)	-49.7%	250,000	25.0%
LOCAL GRANTS	9,203	43,716	-	-	129,560	161,950	129,560	100.0%	32,390	25.0%
INVESTMENT EARNINGS	-	(32,712)	-	-	-	-	-	0.0%	-	0.0%
MISCELLANEOUS	-	-	-	-	-	-	-	0.0%	-	0.0%
<b>TOTAL CAPITAL IMPROVEMENT FUND</b>	<b>144,140</b>	<b>179,056</b>	<b>1,987,335</b>	<b>1,987,335</b>	<b>1,129,560</b>	<b>1,411,950</b>	<b>(857,775)</b>	<b>-43.2%</b>	<b>282,390</b>	<b>25.0%</b>
<b>TRANSNET FUND</b>	75,050	152,346	205,000	205,000	391,000	147,000	186,000	90.7%	(244,000)	-62.4%
<b>RTCIP FUND</b>	2,715	2,479	23,720	24,100	-	-	(23,720)	-100.0%	-	0.0%
<b>SPECIAL PROJECTS FUND</b>	147,170	65,000	225,000	225,000	-	-	(225,000)	-100.0%	-	0.0%
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>20,519,047</b>	<b>23,960,775</b>	<b>27,736,974</b>	<b>27,932,525</b>	<b>28,055,110</b>	<b>27,302,020</b>	<b>318,136</b>	<b>1.1%</b>	<b>(753,090)</b>	<b>-2.7%</b>
<b>WORKERS' COMPENSATION FUND</b>										
SERVICE CHARGES	231,771	249,995	270,000	271,000	280,000	280,000	10,000	3.7%	-	0.0%
INVESTMENT EARNINGS	8,386	(14,453)	1,500	10,000	10,000	10,000	8,500	566.7%	-	0.0%
<b>TOTAL WORKERS' COMPENSATION</b>	<b>240,157</b>	<b>235,542</b>	<b>271,500</b>	<b>281,000</b>	<b>290,000</b>	<b>290,000</b>	<b>18,500</b>	<b>6.8%</b>	<b>-</b>	<b>0.0%</b>
<b>WATER UTILITY FUND</b>										
PENALTIES	9,556	12,855	12,000	19,000	15,000	15,000	3,000	25.0%	-	0.0%
INVESTMENT EARNINGS	32,206	(51,470)	40,000	40,000	50,000	50,000	10,000	25.0%	-	0.0%
WATER SALES	2,394,497	2,393,663	2,375,000	2,200,000	2,375,000	2,375,000	-	0.0%	-	0.0%
READY TO SERVE CHARGE	1,644,154	1,747,817	1,750,000	1,750,000	1,800,000	1,800,000	50,000	2.9%	-	0.0%
WATER CONNECTION FEES	45,413	43,666	36,000	36,680	37,000	37,000	1,000	2.8%	-	0.0%
BACKFLOW DEVICE FEES	19,463	18,778	15,400	17,000	17,000	17,000	1,600	10.4%	-	0.0%
MISCELLANEOUS	149,904	146,277	42,060	42,000	42,000	42,000	(60)	-0.1%	-	0.0%
<b>TOTAL OPERATING REVENUE</b>	<b>4,295,193</b>	<b>4,311,586</b>	<b>4,270,460</b>	<b>4,104,680</b>	<b>4,336,000</b>	<b>4,336,000</b>	<b>65,540</b>	<b>1.5%</b>	<b>-</b>	<b>0.0%</b>

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REVENUE SUMMARIES**

SOURCE OF FUNDS	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTION FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>CLEAN WATER PROGRAM</b>										
PENALTIES	1,803	2,217	1,500	2,300	2,000	2,000	500	33.3%	-	0.0%
INVESTMENTS	1,445	(1,990)	500	3,000	3,000	3,000	2,500	500.0%	-	0.0%
SERVICE CHARGE	619,039	632,149	640,000	630,000	630,000	630,000	(10,000)	-1.6%	-	0.0%
<b>TOTAL CLEAN WATER PROGRAM</b>	<b>622,287</b>	<b>632,376</b>	<b>642,000</b>	<b>635,300</b>	<b>635,000</b>	<b>635,000</b>	<b>(7,000)</b>	<b>-1.1%</b>	<b>-</b>	<b>0.0%</b>
<b>WASTEWATER FUND</b>										
PENALTIES	8,320	11,787	10,000	17,000	17,000	17,000	7,000	70.0%	-	0.0%
INVESTMENT EARNINGS	24,622	(58,638)	35,000	35,000	40,000	40,000	5,000	14.3%	-	0.0%
SERVICE CHARGES	1,677,265	1,767,441	1,800,000	1,820,000	1,840,000	1,840,000	40,000	2.2%	-	0.0%
USAGE CHARGES	1,672,477	2,008,043	1,850,000	1,900,000	1,920,000	1,920,000	70,000	3.8%	-	0.0%
SEWER INCLUSION FEES	74,101	90,210	95,000	75,000	75,000	75,000	(20,000)	-21.1%	-	0.0%
MISCELLANEOUS	13,095	6,703	20,000	20,000	20,000	20,000	-	0.0%	-	0.0%
<b>TOTAL WASTEWATER FUND</b>	<b>3,469,880</b>	<b>3,825,546</b>	<b>3,810,000</b>	<b>3,867,000</b>	<b>3,912,000</b>	<b>3,912,000</b>	<b>102,000</b>	<b>2.7%</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,387,360</b>	<b>8,769,508</b>	<b>8,722,460</b>	<b>8,606,980</b>	<b>8,883,000</b>	<b>8,883,000</b>	<b>160,540</b>	<b>1.8%</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL ALL FUNDS</b>	<b>29,146,564</b>	<b>32,965,825</b>	<b>36,730,934</b>	<b>36,820,505</b>	<b>37,228,110</b>	<b>36,475,020</b>	<b>497,176</b>	<b>1.4%</b>	<b>(753,090)</b>	<b>-2.0%</b>

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EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTED FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>GENERAL FUND</b>										
<b>GENERAL GOVERNMENT</b>										
CITY COUNCIL	22,669	22,010	24,280	24,830	32,780	32,780	8,500	35.0%	-	0.0%
LEGAL SERVICES	569,951	432,042	658,450	580,000	450,000	344,400	(208,450)	-31.7%	(105,600)	-23.5%
CITY MANAGER	971,234	850,488	942,620	690,070	881,400	933,790	(61,220)	-6.5%	52,390	5.9%
HUMAN RESOURCES	191,669	168,257	232,040	221,360	230,080	235,850	(1,960)	-0.8%	5,770	2.5%
CITY CLERK	252,426	247,843	304,320	350,130	300,890	335,680	(3,430)	-1.1%	34,790	11.6%
INFORMATION SYSTEMS	392,819	449,278	492,385	526,240	551,240	532,460	58,855	12.0%	(18,780)	-3.4%
FINANCE SERVICES	715,273	781,332	717,550	705,490	802,020	811,600	84,470	11.8%	9,580	1.2%
RISK MANAGEMENT	363,972	286,591	305,200	279,800	352,150	376,820	46,950	15.4%	24,670	7.0%
PLANNING SERVICES	954,394	1,124,971	1,356,130	1,214,070	1,635,760	1,721,990	279,630	20.6%	86,230	5.3%
CODE ENFORCEMENT	129,128	140,177	138,940	148,110	144,750	148,690	5,810	4.2%	3,940	2.7%
BUILDING SERVICES	423,102	349,196	417,000	416,500	357,100	357,100	(59,900)	-14.4%	-	0.0%
<b>TOTAL</b>	<b>4,986,636</b>	<b>4,852,185</b>	<b>5,588,915</b>	<b>5,156,600</b>	<b>5,738,170</b>	<b>5,831,160</b>	<b>149,255</b>	<b>2.7%</b>	<b>92,990</b>	<b>1.6%</b>
<b>PUBLIC SAFETY</b>										
LAW ENFORCEMENT	2,647,355	2,635,661	2,815,740	2,693,130	2,862,770	2,962,340	47,030	1.7%	99,570	3.5%
LIFEGUARD SERVICES	1,125,842	1,267,016	1,335,870	1,385,900	1,464,640	1,527,090	128,770	9.6%	62,450	4.3%
PARKING ENFORCEMENT	742,192	826,516	942,350	1,050,430	1,101,920	1,140,430	159,570	16.9%	38,510	3.5%
FIRE PROTECTION	2,373,982	2,288,956	2,557,335	2,488,980	2,611,550	2,669,060	54,215	2.1%	57,510	2.2%
HAZARDOUS WASTE MANAGEMENT	17,648	17,629	20,250	18,860	20,250	20,250	-	0.0%	-	0.0%
SOLID WASTE	4,207	4,647	5,000	5,000	5,000	5,000	-	0.0%	-	0.0%
EMERGENCY PREPAREDNESS	1,318	1,314	4,550	5,000	5,000	5,000	450	9.9%	-	0.0%
<b>TOTAL</b>	<b>6,912,544</b>	<b>7,041,738</b>	<b>7,681,095</b>	<b>7,647,300</b>	<b>8,071,130</b>	<b>8,329,170</b>	<b>390,035</b>	<b>5.1%</b>	<b>258,040</b>	<b>3.2%</b>
<b>PUBLIC WORKS</b>										
ENGINEERING SERVICES	174,469	145,511	195,000	185,000	263,750	263,750	68,750	35.3%	-	0.0%
STORM WATER	91,273	134,225	154,640	166,330	205,960	185,790	51,320	33.2%	(20,170)	-9.8%
FACILITIES	238,954	184,408	248,652	213,220	350,650	347,340	101,998	41.0%	(3,310)	-0.9%
<b>TOTAL</b>	<b>504,695</b>	<b>464,144</b>	<b>598,292</b>	<b>564,550</b>	<b>820,360</b>	<b>796,880</b>	<b>222,068</b>	<b>37.1%</b>	<b>(23,480)</b>	<b>-2.9%</b>
<b>NON-DEPARTMENTAL</b>										
COMMUNITY SUPPORT	274,573	390,627	400,180	400,715	414,910	415,010	14,730	3.7%	100	0.0%
TV STUDIO	80,574	82,855	111,820	94,080	115,850	119,420	4,030	3.6%	3,570	3.1%
CITY MEMBERSHIPS	88,191	90,754	94,680	93,750	104,310	109,890	9,630	10.2%	5,580	5.3%
CITY HALL - GENERAL	111,432	129,646	150,750	178,080	183,630	183,630	32,880	21.8%	-	0.0%
<b>TOTAL</b>	<b>554,769</b>	<b>693,881</b>	<b>757,430</b>	<b>766,625</b>	<b>818,700</b>	<b>827,950</b>	<b>61,270</b>	<b>8.1%</b>	<b>9,250</b>	<b>1.1%</b>

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DEPARTMENT	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTED FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>TOTAL GENERAL FUND BEFORE EQUIPMENT REPLACEMENT</b>	<b>12,958,644</b>	<b>13,051,949</b>	<b>14,625,732</b>	<b>14,135,075</b>	<b>15,448,360</b>	<b>15,785,160</b>	<b>822,628</b>	<b>5.6%</b>	<b>336,800</b>	<b>2.2%</b>
EQUIPMENT REPLACEMENT	55,423	65,687	984,100	987,430	102,200	28,400	(881,900)	-89.6%	(73,800)	-72.2%
<b>TOTAL GENERAL FUND INCLUDING EQUIPMENT REPLACEMENT</b>	<b>13,014,067</b>	<b>13,117,636</b>	<b>15,609,832</b>	<b>15,122,505</b>	<b>15,550,560</b>	<b>15,813,560</b>	<b>(59,272)</b>	<b>-0.4%</b>	<b>263,000</b>	<b>1.7%</b>
<b>MEASURE Q FUND</b>	<b>202,171</b>	<b>907,051</b>	<b>1,601,375</b>	<b>1,601,375</b>	<b>5,636,310</b>	<b>6,720,500</b>	<b>4,034,935</b>	<b>252.0%</b>	<b>1,084,190</b>	<b>19.2%</b>
<b>EMERGENCY EXPENDITURE FUND</b>	<b>30,316</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b>ROAD MAINTENANCE REHAB ACCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b>GAS TAX FUND</b>										
STREET MAINTENANCE	132,780	182,129	462,800	279,130	351,830	360,790	(110,970)	-24.0%	8,960	2.5%
STREET LIGHTS/SIGNS	101,422	125,632	129,970	150,170	184,210	185,710	54,240	41.7%	1,500	0.8%
STREET LANDSCAPING	199,692	278,477	277,640	296,150	303,100	305,280	25,460	9.2%	2,180	0.7%
<b>TOTAL GAX TAX FUND</b>	<b>433,894</b>	<b>586,239</b>	<b>870,410</b>	<b>725,450</b>	<b>839,140</b>	<b>851,780</b>	<b>(31,270)</b>	<b>-3.6%</b>	<b>12,640</b>	<b>1.5%</b>
<b>OPEN SPACE FUND</b>										
POWERHOUSE OPERATIONS	240,100	371,958	407,760	390,860	492,430	481,590	84,670	20.8%	(10,840)	-2.2%
BEACH MAINTENANCE	310,229	337,976	421,920	383,030	445,350	450,680	23,430	5.6%	5,330	1.2%
PARK MAINTENANCE	222,509	307,011	375,830	341,460	480,450	484,410	104,620	27.8%	3,960	0.8%
<b>TOTAL OPEN SPACE FUND</b>	<b>772,838</b>	<b>1,016,944</b>	<b>1,205,510</b>	<b>1,115,350</b>	<b>1,418,230</b>	<b>1,416,680</b>	<b>212,720</b>	<b>17.6%</b>	<b>(1,550)</b>	<b>-0.1%</b>
<b>REGIONAL COMMUNICATION FUND</b>	<b>86,303</b>	<b>61,607</b>	<b>59,760</b>	<b>59,760</b>	<b>61,250</b>	<b>61,250</b>	<b>1,490</b>	<b>2.5%</b>	<b>-</b>	<b>0.0%</b>
<b>GRANTS FUND</b>	<b>29,309</b>	<b>37,917</b>	<b>61,204</b>	<b>59,270</b>	<b>61,170</b>	<b>61,170</b>	<b>(34)</b>	<b>-0.1%</b>	<b>-</b>	<b>0.0%</b>
<b>HOUSING FUND</b>	<b>87,035</b>	<b>95,600</b>	<b>99,550</b>	<b>101,150</b>	<b>40,000</b>	<b>40,000</b>	<b>(59,550)</b>	<b>-59.8%</b>	<b>-</b>	<b>0.0%</b>
<b>AB 939</b>	<b>88,477</b>	<b>150,398</b>	<b>77,090</b>	<b>49,610</b>	<b>78,840</b>	<b>79,890</b>	<b>1,750</b>	<b>2.3%</b>	<b>1,050</b>	<b>1.3%</b>
<b>PEG FEE FUND</b>	<b>6,949</b>	<b>10,427</b>	<b>15,300</b>	<b>18,690</b>	<b>10,700</b>	<b>10,700</b>	<b>(4,600)</b>	<b>-30.1%</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL GENERAL O&amp;M FUNDS</b>	<b>14,751,360</b>	<b>15,983,818</b>	<b>19,600,031</b>	<b>18,853,160</b>	<b>23,696,200</b>	<b>25,055,530</b>	<b>4,096,169</b>	<b>20.9%</b>	<b>1,359,330</b>	<b>5.7%</b>

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<b>CAPITAL IMPROVEMENT FUNDS</b>										
OPEN SPACE CIP	84,595	137,311	747,720	747,720	1,592,000	81,000	844,280	112.9%	(1,511,000)	-94.9%
GENERAL FUND CIP	298,818	763,030	2,872,150	2,872,150	2,213,060	2,179,450	(659,090)	-22.9%	(33,610)	-1.5%
DEBT SERVICE-CITY HALL	906,996	905,661	904,290	904,290	905,670	904,290	1,380	0.2%	(1,380)	-0.2%
TRANSNET II CIP	59,859	152,680	341,000	341,000	391,000	147,000	50,000	14.7%	(244,000)	-62.4%
RTCIP FUND	-	-	-	-	-	-	-	-	-	-
<b>TOTAL CAPITAL IMPROVEMENT FUNDS</b>	<b>1,350,269</b>	<b>1,958,682</b>	<b>4,865,160</b>	<b>4,865,160</b>	<b>5,101,730</b>	<b>3,311,740</b>	<b>236,570</b>	<b>4.9%</b>	<b>(1,789,990)</b>	<b>-35.1%</b>
<b>SPECIAL PROJECT FUND</b>										
	<b>297,055</b>	<b>368,344</b>	<b>1,371,130</b>	<b>1,371,130</b>	<b>354,000</b>	<b>616,960</b>	<b>(1,017,130)</b>	<b>-74.2%</b>	<b>262,960</b>	<b>74.3%</b>
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>16,398,684</b>	<b>18,310,845</b>	<b>25,836,321</b>	<b>25,089,450</b>	<b>29,151,930</b>	<b>28,984,230</b>	<b>3,315,609</b>	<b>12.8%</b>	<b>(167,700)</b>	<b>-0.6%</b>
<b>WORKERS' COMPENSATION FUND</b>										
	<b>286,439</b>	<b>228,848</b>	<b>290,000</b>	<b>237,500</b>	<b>263,150</b>	<b>283,000</b>	<b>(26,850)</b>	<b>-9.3%</b>	<b>19,850</b>	<b>7.5%</b>
<b>WATER FUND</b>										
GENERAL ADMINISTRATION	1,739,221	1,772,989	1,990,250	1,886,290	2,087,540	2,110,370	97,290	4.9%	22,830	1.1%
RISK MANAGEMENT	94,604	153,582	126,400	122,050	171,070	187,540	44,670	35.3%	16,470	9.6%
RAW WATER SUPPLY	1,607,704	1,647,167	1,771,110	1,650,000	1,811,460	1,902,040	40,350	2.3%	90,580	5.0%
TREATMENT/DELIVERY	346,427	445,740	519,020	412,300	436,030	461,090	(82,990)	-16.0%	25,060	5.7%
<b>TOTAL WATER FUND O&amp;M</b>	<b>3,787,956</b>	<b>4,019,477</b>	<b>4,406,780</b>	<b>4,070,640</b>	<b>4,506,100</b>	<b>4,661,040</b>	<b>99,320</b>	<b>2.3%</b>	<b>154,940</b>	<b>3.4%</b>
WATER CAP IMPROVEMENT	16,619	855,919	547,080	547,080	300,000	617,000	(247,080)	-45.2%	317,000	105.7%
<b>TOTAL WATER FUND</b>	<b>3,804,576</b>	<b>4,875,397</b>	<b>4,953,860</b>	<b>4,617,720</b>	<b>4,806,100</b>	<b>5,278,040</b>	<b>(147,760)</b>	<b>-3.0%</b>	<b>471,940</b>	<b>9.8%</b>
<b>CLEAN WATER FUND</b>										
PLANNING	48,032	59,593	54,760	65,812	63,720	71,100	8,960	16.4%	7,380	11.6%
CODE ENFORCEMENT	32,856	35,490	37,430	37,770	38,480	39,440	1,050	2.8%	960	2.5%
CLEAN WATER MANAGEMENT	211,351	266,563	310,050	306,300	314,750	327,930	4,700	1.5%	13,180	4.2%
PUBLIC WORKS	201,983	211,756	278,790	269,390	324,490	327,590	45,700	16.4%	3,100	1.0%
<b>TOTAL CLEAN WATER O &amp; M</b>	<b>494,222</b>	<b>573,402</b>	<b>681,030</b>	<b>679,272</b>	<b>741,440</b>	<b>766,060</b>	<b>60,410</b>	<b>8.9%</b>	<b>24,620</b>	<b>3.3%</b>
CLEAN WATER CAP IMPROVEMENT	20,832	92,114	511,391	511,391	65,000	365,000	(446,391)	-87.3%	300,000	461.5%
<b>TOTAL CLEAN WATER FUND</b>	<b>515,054</b>	<b>665,517</b>	<b>1,192,421</b>	<b>1,190,663</b>	<b>806,440</b>	<b>1,131,060</b>	<b>(385,981)</b>	<b>-32.4%</b>	<b>324,620</b>	<b>40.3%</b>

**CITY OF DEL MAR  
FISCAL YEAR 2023-2024 AND 2024-2025  
ADOPTED OPERATING AND CAPITAL BUDGET  
EXPENDITURE SUMMARIES**

DEPARTMENT	ACTUAL FY 2020-21	ACTUAL FY 2021-22	BUDGET FY 2022-23	PROJECTED FY 2022-23	PROPOSED FY 2023-24	PROPOSED FY 2024-25	FY2024 vs FY2023 BUDGET (\$)	FY2024 vs FY2023 BUDGET (%)	FY2025 vs FY2024 PROP (\$)	FY2025 vs FY2024 PROP (%)
<b>WASTEWATER FUND</b>										
RISK MANAGEMENT	98,838	138,316	165,400	125,850	180,070	196,540	14,670	8.9%	16,470	9.1%
WASTEWATER TRANSPORTATION	216,715	16,540	164,800	120,000	133,750	139,740	(31,050)	-18.8%	5,990	4.5%
WASTEWATER TREATMENT	736,349	747,594	937,000	920,000	983,880	1,039,550	46,880	5.0%	55,670	5.7%
DEBT SERVICE	564,625	564,764	569,940	569,940	569,390	568,850	(550)	-0.1%	(540)	-0.1%
WASTEWATER PROGRAM	2,324,815	2,189,027	2,574,220	2,504,780	2,536,700	2,690,560	(37,520)	-1.5%	153,860	6.1%
<b>TOTAL WASTEWATER FUND O&amp;M</b>	<b>3,941,343</b>	<b>3,656,240</b>	<b>4,411,360</b>	<b>4,240,570</b>	<b>4,403,790</b>	<b>4,635,240</b>	<b>(7,570)</b>	<b>-0.2%</b>	<b>231,450</b>	<b>5.3%</b>
WASTEWATER CAPITAL IMPROVEMENT	16,368	317,270	270,200	270,200	375,000	425,000	104,800	38.8%	50,000	13.3%
<b>TOTAL WASTEWATER FUND</b>	<b>3,957,711</b>	<b>3,973,510</b>	<b>4,681,560</b>	<b>4,510,770</b>	<b>4,778,790</b>	<b>5,060,240</b>	<b>97,230</b>	<b>2.1%</b>	<b>281,450</b>	<b>5.9%</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,277,340</b>	<b>9,514,423</b>	<b>10,827,841</b>	<b>10,319,153</b>	<b>10,391,330</b>	<b>11,469,340</b>	<b>(436,511)</b>	<b>-4.0%</b>	<b>1,078,010</b>	<b>10.4%</b>
<b>TOTAL EXPENDITURES</b>	<b>24,962,462</b>	<b>28,054,116</b>	<b>36,954,162</b>	<b>35,646,103</b>	<b>39,806,410</b>	<b>40,736,570</b>	<b>2,852,248</b>	<b>7.7%</b>	<b>930,160</b>	<b>2.3%</b>

**City of Del Mar  
Cash Flow Report  
General Fund  
Fiscal Year 2023-2024**

	<b>Current Budget FY 2023 (A)</b>	<b>Proposed Budget FY 2024 (B)</b>	<b>Difference (C=B-A)</b>
<b>Total Revenue</b>	19,717,150	20,311,980	594,830
<b>Total Expenditures</b>	14,731,479	15,550,560	819,081
<b>Transfers</b>			
RMRA Reimb	(85,400)	(97,400)	(12,000)
Gas Tax	763,410	720,830	(42,580)
Open Space	644,250	681,370	37,120
SLESF	(165,270)	(160,000)	5,270
Regional Comm	11,760	10,386	(1,374)
Housing Fund Transfer	800,000	300,000	(500,000)
Capital Improvement Reserve	200,000	200,000	-
Clean Water (non-CIP)	-	106,440	106,440
PEG Fee Reimb	(30,000)	(30,000)	-
Total Transfers	2,138,750	1,731,626	(407,124)
<b>City Hall Debt</b>	904,290	905,670	1,380
<b>Cash Flow (before CIP &amp; SP)</b>	<b>\$ 1,942,631</b>	<b>\$ 2,124,124</b>	<b>\$ 181,493</b>
<b>Transfer to CIP</b>			
Open Space	331,400	187,000	(144,400)
General Fund	524,000	1,083,500	559,500
Clean Water	257,248	65,000	(192,248)
Total CIP	1,112,648	1,335,500	222,852
<b>Transfer to Special Projects</b>	713,500	354,000	(359,500)
<b>Cash Flow (after CIP &amp; SP)</b>	<b>\$ 116,483</b>	<b>\$ 434,624</b>	<b>\$ 318,141</b>
<b>Reserves</b>			
Contingency Reserves	4,811,637	4,910,011	98,374
Self-Insurance	371,553	350,003	(21,550)
Pension Reserves	3,400,000	3,760,000	360,000
Leave Liability	100,000	100,000	-
Equipment Replcement	985,400	983,200	(2,200)
	9,668,590	10,103,214	434,624

**City of Del Mar  
Cash Flow Report  
General Fund  
Fiscal Year 2024-2025**

	<b>Proposed Budget FY 2024 (A)</b>	<b>Proposed Budget FY 2025 (B)</b>	<b>Difference (C=B-A)</b>
<b>Total Revenue</b>	20,311,980	20,730,540	418,560
<b>Total Expenditures</b>	15,550,560	15,813,560	263,000
<b>Transfers</b>			
RMRA Reimb	(97,400)	(90,000)	7,400
Gas Tax	720,830	731,110	10,280
Open Space	681,370	679,820	(1,550)
SLESF	(160,000)	(100,000)	60,000
Regional Comm	10,386	18,301	7,915
Housing Funding Program	-	25,888	25,888
Housing Fund Transfer	300,000	300,000	-
Capital Improvement Reserve	200,000	200,000	-
Clean Water (non-CIP)	106,440	131,060	24,620
PEG Fee Reimb	(30,000)	(40,000)	(10,000)
Total Transfers	1,731,626	1,856,179	124,553
<b>City Hall Debt</b>	905,670	904,290	(1,380)
<b>Cash Flow (before CIP &amp; SP)</b>	<b>\$ 2,124,124</b>	<b>\$ 2,156,511</b>	<b>\$ 32,387</b>
<b>Transfer to CIP</b>			
Open Space	187,000	81,000	(106,000)
General Fund	1,083,500	767,500	(316,000)
Clean Water	65,000	365,000	300,000
Total CIP	1,335,500	1,213,500	(122,000)
<b>Transfer to Special Projects</b>	354,000	616,960	262,960
<b>Cash Flow (after CIP &amp; SP)</b>	<b>\$ 434,624</b>	<b>\$ 326,051</b>	<b>\$ (108,573)</b>
<b>Reserves</b>			
Contingency Reserves	4,910,011	4,804,462	(105,549)
Self-Insurance	350,003	350,003	-
Pension Reserves	3,760,000	4,120,000	360,000
Leave Liability	100,000	100,000	-
Equipment Replcement	983,200	1,054,800	71,600
	10,103,214	10,429,265	326,051

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE COMPENSATION PLANS FOR MANAGEMENT AND PROFESSIONAL, GENERAL, AND MISCELLANEOUS, PART-TIME, TEMPORARY AND HOURLY EMPLOYEES

WHEREAS, on June 20, 2022, the City Council of the City of Del Mar adopted Resolution 2022-41, approving the Memorandum of Agreement (MOA) between the City of Del Mar and the Del Mar City Employees Association (“General group”) for the period July 1, 2022 through June 30, 2025; and

WHEREAS, in accordance with the Del Mar City Employees Association MOA, employees shall receive a 2.5% salary increase effective July 1, 2023; and

WHEREAS, on Jun 19, 2023, the City Council adopted Resolution 2023-XX adopting Fiscal Years 2023-2024 and 2024-2025 Operating and Capital Budget, which included funding for the newly added Management Analyst and Senior Planner positions in the Planning and Community Development Department, Maintenance Worker position in the Public Works Department, and Lifeguard Sergeant position in the Community Services Department; and

WHEREAS, the City Council also desires to provide Management and Professional, and Miscellaneous, Part-Time, Temporary and Hourly Del Mar employees with a 2.5% salary increase effective July 1, 2023, in order to ensure competitive wages for all City employees; and

WHEREAS, the City Council has been presented with and has reviewed the compensation plans for Management and Professional, General, and Miscellaneous, Part-Time, Temporary and Hourly employees for inclusion in the Fiscal Year 2023-2024 Operating and Capital Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the above recitals are true and correct.

BE IT FURTHER RESOLVED that the City Council does hereby approve and adopt compensation plans for the Management and Professional, General, and Miscellaneous, Part-Time, Temporary and Hourly employees as shown in Exhibit “A”.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, Nestor Machado, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado,  
Acting City Clerk  
City of Del Mar

**CITY OF DEL MAR  
MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
SALARY INCREASE 2.5%**

**EFFECTIVE JULY 1, 2023**

<b>POSITION TITLE</b>	<b>RANGE</b>	<b>ANNUAL SALARY</b>	
City Manager	<b>M500</b>	Contract	247,200.00
Assistant City Manager	<b>M900</b>	161,771.40 -	212,258.10
Department Directors	<b>M850</b>	144,438.75 -	189,516.16
Deputy Directors/Managers	<b>M800</b>	113,244.70 -	148,586.86
Finance Officer	<b>M780</b>	103,595.65 -	135,926.48
Project Manager II	<b>M780</b>	103,595.65 -	135,926.48
Information Technology Manager II	<b>P287</b>	101,350.00 -	132,979.98
Public Works Operations Manager II	<b>P287</b>	101,350.00 -	132,979.98
Maintenance & Construction Superintendent II	<b>P276</b>	90,842.41 -	119,193.12
Project Manager I	<b>P276</b>	90,842.41 -	119,193.12
Information Technology Manager I	<b>P274</b>	89,052.45 -	116,844.54
Senior Management Analyst	<b>P274</b>	89,052.45 -	116,844.54
Senior Planner	<b>P274</b>	89,052.45 -	116,844.54
Public Works Operations Manager I	<b>P274</b>	89,052.45 -	116,844.54
Maintenance & Construction Superintendent I	<b>P269</b>	84,730.36 -	111,173.57
Associate Management Analyst	<b>P259</b>	76,705.29 -	100,643.98
Associate Planner	<b>P259</b>	76,705.29 -	100,643.98
		-	
Management Analyst	<b>P244</b>	66,070.07 -	86,689.65
Assistant Planner II	<b>P244</b>	66,070.07 -	86,689.65
Assistant Management Analyst	<b>P233</b>	59,220.17 -	77,701.99
Parking Enforcement Sergeant	<b>P233</b>	59,220.17 -	77,701.99
Lifeguard Sergeant	<b>P233</b>	59,220.17 -	77,701.99
Assistant Planner I	<b>P229</b>	56,909.41 -	74,670.07

CITY OF DEL MAR  
 MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
 SALARY INCREASE 2.5%

EFFECTIVE JULY 1, 2023

POSITION TITLE	Grade	A	B	C	D	E	F	G	H	I	J	K	L
<b>Assistant City Manager</b>	<b>M900</b>												
-Hourly		77,774.7	79,719.1	81,712.1	83,754.9	85,848.7	87,994.9	90,194.8	92,449.7	94,760.9	97,130.0	99,558.2	102,047.2
-Bi-Weekly		6,221.98	6,377.53	6,536.96	6,700.39	6,867.90	7,039.60	7,215.59	7,395.98	7,580.87	7,770.40	7,964.66	8,163.77
-Monthly		13,480.95	13,817.97	14,163.42	14,517.51	14,880.45	15,252.46	15,633.77	16,024.61	16,425.23	16,835.86	17,256.76	17,688.17
-Annual		161,771.40	165,815.69	169,961.08	174,210.11	178,565.36	183,029.49	187,605.23	192,295.36	197,102.74	202,030.31	207,081.07	212,258.10
<b>Department Directors</b>	<b>M850</b>												
-Hourly		69,441.7	71,177.7	72,957.2	74,781.1	76,650.7	78,566.9	80,531.1	82,544.4	84,608.0	86,723.2	88,891.3	91,113.5
-Bi-Weekly		5,555.34	5,694.22	5,836.58	5,982.49	6,132.05	6,285.35	6,442.49	6,603.55	6,768.64	6,937.85	7,111.30	7,289.08
-Monthly		12,036.56	12,337.48	12,645.91	12,962.06	13,286.11	13,618.27	13,958.72	14,307.69	14,665.38	15,032.02	15,407.82	15,793.01
-Annual		144,438.75	148,049.72	151,750.96	155,544.73	159,433.35	163,419.19	167,504.67	171,692.28	175,984.59	180,384.20	184,893.81	189,516.16
<b>Deputy Directors/Managers*</b>	<b>M800</b>												
-Hourly		54,444.6	55,805.7	57,200.8	58,630.8	60,096.6	61,599.0	63,139.0	64,717.5	66,335.4	67,993.8	69,693.6	71,436.0
-Bi-Weekly		4,355.57	4,464.45	4,576.07	4,690.47	4,807.73	4,927.92	5,051.12	5,177.40	5,306.83	5,439.50	5,575.49	5,714.88
-Monthly		9,437.06	9,672.98	9,914.81	10,162.68	10,416.75	10,677.17	10,944.09	11,217.70	11,498.14	11,785.59	12,080.23	12,382.24
-Annual		113,244.70	116,075.82	118,977.71	121,952.16	125,000.96	128,125.98	131,329.13	134,612.36	137,977.67	141,427.11	144,962.79	148,586.86
<b>Finance Officer</b>	<b>M780</b>												
<b>Project Manager II</b>													
-Hourly		49,805.6	51,050.7	52,327.0	53,635.2	54,976.1	56,350.5	57,759.2	59,203.2	60,683.3	62,200.4	63,755.4	65,349.3
-Bi-Weekly		3,984.45	4,084.06	4,186.16	4,290.82	4,398.09	4,508.04	4,620.74	4,736.26	4,854.66	4,976.03	5,100.43	5,227.94
-Monthly		8,632.97	8,848.80	9,070.02	9,296.77	9,529.19	9,767.41	10,011.60	10,261.89	10,518.44	10,781.40	11,050.93	11,327.21
-Annual		103,595.65	106,185.55	108,840.19	111,561.19	114,350.22	117,208.98	120,139.20	123,142.68	126,221.25	129,376.78	132,611.20	135,926.48
<b>Information Technology Manager II</b>	<b>P287</b>												
<b>Public Works Operations Manager II</b>													
-Hourly		48,726.0	49,944.1	51,192.7	52,472.5	53,784.3	55,129.0	56,507.2	57,919.9	59,367.9	60,852.0	62,373.4	63,932.7
-Bi-Weekly		3,898.08	3,995.53	4,095.42	4,197.80	4,302.75	4,410.32	4,520.57	4,633.59	4,749.43	4,868.16	4,989.87	5,114.61
-Monthly		8,445.83	8,656.98	8,873.40	9,095.24	9,322.62	9,555.69	9,794.58	10,039.44	10,290.43	10,547.69	10,811.38	11,081.67
-Annual		101,350.00	103,883.75	106,480.84	109,142.87	111,871.44	114,668.22	117,534.93	120,473.30	123,485.14	126,572.26	129,736.57	132,979.98
<b>Maintenance &amp; Construction Superintendent II</b>	<b>P276</b>												
<b>Project Manager I</b>													
-Hourly		43,674.2	44,766.1	45,885.2	47,032.4	48,208.2	49,413.4	50,648.7	51,914.9	53,212.8	54,543.1	55,906.7	57,304.4
-Bi-Weekly		3,493.94	3,581.29	3,670.82	3,762.59	3,856.65	3,953.07	4,051.90	4,153.20	4,257.03	4,363.45	4,472.54	4,584.35
-Monthly		7,570.20	7,759.46	7,953.44	8,152.28	8,356.09	8,564.99	8,779.11	8,998.59	9,223.56	9,454.14	9,690.50	9,932.76
-Annual		90,842.41	93,113.47	95,441.31	97,827.34	100,273.03	102,779.85	105,349.35	107,983.08	110,682.66	113,449.73	116,285.97	119,193.12
<b>Information Technology Manager I</b>	<b>P274</b>												
<b>Senior Management Analyst</b>													
<b>Senior Planner</b>													
<b>Public Works Operations Manager I</b>													
-Hourly		42,813.7	43,884.0	44,981.1	46,105.7	47,258.3	48,439.7	49,650.7	50,892.0	52,164.3	53,468.4	54,805.1	56,175.3
-Bi-Weekly		3,425.09	3,510.72	3,598.49	3,688.45	3,780.66	3,875.18	3,972.06	4,071.36	4,173.14	4,277.47	4,384.41	4,494.02
-Monthly		7,421.04	7,606.56	7,796.73	7,991.65	8,191.44	8,396.22	8,606.13	8,821.28	9,041.81	9,267.86	9,499.56	9,737.04
-Annual		89,052.45	91,278.77	93,560.73	95,899.75	98,297.25	100,754.68	103,273.54	105,855.38	108,501.77	111,214.31	113,994.67	116,844.54

\* Deputy Directors/Managers

- Deputy Chief Lifeguard/Community Services Director
- Principal Engineer
- Environmental Sustainability & Special Projects Manager
- Finance Manager/City Treasurer
- Principal Planner/Planning Manager
- Administrative Services Manager/City Clerk

CITY OF DEL MAR  
 MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
 SALARY INCREASE 2.5%

EFFECTIVE JULY 1, 2023

POSITION TITLE	Grade	A	B	C	D	E	F	G	H	I	J	K	L
<b>Maintenance &amp; Construction Superintendent I</b>	<b>P269</b>												
-Hourly		40,735.7	41,754.1	42,798.0	43,867.9	44,964.6	46,088.8	47,241.0	48,422.0	49,632.6	50,873.4	52,145.2	53,448.8
-Bi-Weekly		3,258.86	3,340.33	3,423.84	3,509.44	3,597.17	3,687.10	3,779.28	3,873.76	3,970.60	4,069.87	4,171.62	4,275.91
-Monthly		7,060.86	7,237.38	7,418.32	7,603.78	7,793.87	7,988.72	8,188.44	8,393.15	8,602.98	8,818.05	9,038.50	9,264.46
-Annual		84,730.36	86,848.62	89,019.83	91,245.33	93,526.46	95,864.62	98,261.24	100,717.77	103,235.71	105,816.60	108,462.02	111,173.57
<b>Associate Management Analyst Associate Planner</b>	<b>P259</b>												
-Hourly		36,877.5	37,799.5	38,744.5	39,713.1	40,705.9	41,723.6	42,766.6	43,835.8	44,931.7	46,055.0	47,206.4	48,386.5
-Bi-Weekly		2,950.20	3,023.96	3,099.56	3,177.05	3,256.47	3,337.88	3,421.33	3,506.86	3,594.54	3,684.40	3,776.51	3,870.92
-Monthly		6,392.11	6,551.91	6,715.71	6,883.60	7,055.69	7,232.08	7,412.88	7,598.21	7,788.16	7,982.87	8,182.44	8,387.00
-Annual		76,705.29	78,622.92	80,588.49	82,603.20	84,668.28	86,784.99	88,954.61	91,178.48	93,457.94	95,794.39	98,189.25	100,643.98
<b>Management Analyst Assistant Planner II</b>	<b>P244</b>												
-Hourly		31,764.5	32,558.6	33,372.5	34,206.8	35,062.0	35,938.6	36,837.0	37,758.0	38,701.9	39,669.5	40,661.2	41,677.7
-Bi-Weekly		2,541.16	2,604.69	2,669.80	2,736.55	2,804.96	2,875.09	2,946.96	3,020.64	3,096.15	3,173.56	3,252.90	3,334.22
-Monthly		5,505.84	5,643.48	5,784.57	5,929.19	6,077.42	6,229.35	6,385.09	6,544.71	6,708.33	6,876.04	7,047.94	7,224.14
-Annual		66,070.07	67,721.82	69,414.86	71,150.23	72,928.99	74,752.22	76,621.02	78,536.55	80,499.96	82,512.46	84,575.27	86,689.65
<b>Assistant Management Analyst Parking Enforcement Sergeant Lifeguard Sergeant</b>	<b>P233</b>												
-Hourly		28,471.2	29,183.0	29,912.6	30,660.4	31,426.9	32,212.6	33,017.9	33,843.4	34,689.4	35,556.7	36,445.6	37,356.7
-Bi-Weekly		2,277.70	2,334.64	2,393.01	2,452.83	2,514.15	2,577.01	2,641.43	2,707.47	2,775.15	2,844.53	2,915.65	2,988.54
-Monthly		4,935.01	5,058.39	5,184.85	5,314.47	5,447.33	5,583.52	5,723.10	5,866.18	6,012.84	6,163.16	6,317.24	6,475.17
-Annual		59,220.17	60,700.67	62,218.19	63,773.64	65,367.98	67,002.18	68,677.24	70,394.17	72,154.02	73,957.87	75,806.82	77,701.99
<b>Assistant Planner I</b>	<b>P229</b>												
-Hourly		27,360.3	28,044.3	28,745.4	29,464.0	30,200.6	30,955.7	31,729.5	32,522.8	33,335.9	34,169.3	35,023.5	35,899.1
-Bi-Weekly		2,188.82	2,243.54	2,299.63	2,357.12	2,416.05	2,476.45	2,538.36	2,601.82	2,666.87	2,733.54	2,801.88	2,871.93
-Monthly		4,742.45	4,861.01	4,982.54	5,107.10	5,234.78	5,365.65	5,499.79	5,637.28	5,778.22	5,922.67	6,070.74	6,222.51
-Annual		56,909.41	58,332.14	59,790.44	61,285.20	62,817.34	64,387.77	65,997.46	67,647.40	69,338.58	71,072.05	72,848.85	74,670.07

**CITY OF DEL MAR  
GENERAL EMPLOYEE COMPENSATION PLAN  
SALARY INCREASE**

2.5%

**EFFECTIVE JULY 1, 2023**

<b>POSITION TITLE</b>	<b>RANGE</b>	<b>ANNUAL SALARY</b>	
<b>Water Utility Specialist II</b>	<b>G145</b>	67,439.63 -	81,973.29
<b>Wastewater Utility Specialist II</b>	<b>G145</b>	67,439.63 -	81,973.29
<b>Utility Specialist II</b>	<b>G145</b>	67,439.63 -	81,973.29
<b>Code Enforcement Officer II</b>	<b>G145</b>	67,439.63 -	81,973.29
<b>Network Systems Technician II</b>	<b>G138</b>	62,902.14 -	76,457.95
<b>Water Utility Specialist I</b>	<b>G133</b>	59,849.25 -	72,747.14
<b>Wastewater Utility Specialist I</b>	<b>G133</b>	59,849.25 -	72,747.14
<b>Utility Specialist I</b>	<b>G133</b>	59,849.25 -	72,747.14
<b>Code Enforcement Officer I</b>	<b>G133</b>	59,849.25 -	72,747.14
<b>Accounting Technician II</b>	<b>G128</b>	56,944.51 -	69,216.41
<b>Parking Enforcement Officer II</b>	<b>G128</b>	56,944.51 -	69,216.41
<b>Administrative Assistant II</b>	<b>G128</b>	56,944.51 -	69,216.41
<b>Utility/Landscape Specialist</b>	<b>G128</b>	56,944.51 -	69,216.41
<b>Beach and Community Patrol Officer II</b>	<b>G128</b>	56,944.51 -	69,216.41
<b>Network Systems Technician I</b>	<b>G123</b>	54,180.72 -	65,857.01
<b>Administrative Assistant I</b>	<b>G123</b>	54,180.72 -	65,857.01
<b>Accounting Technician I</b>	<b>G123</b>	54,180.72 -	65,857.01
<b>Utility Worker II</b>	<b>G123</b>	54,180.72 -	65,857.01
<b>Facilities Coordinator</b>	<b>G117</b>	51,040.71 -	62,040.30
<b>Senior Maintenance Worker</b>	<b>G112</b>	48,563.48 -	59,029.22
<b>Utility Worker I</b>	<b>G112</b>	48,563.48 -	59,029.22
<b>Senior Lifeguard</b>	<b>G112</b>	48,563.48 -	59,029.22
<b>Maintenance Worker</b>	<b>G107</b>	45,296.02 -	55,057.60
<b>Parking Enforcement Officer</b>	<b>G107</b>	45,296.02 -	55,057.60
<b>Beach and Community Patrol Officer I</b>	<b>G107</b>	45,296.02 -	55,057.60

CITY OF DEL MAR  
GENERAL EMPLOYEE COMPENSATION PLAN  
SALARY INCREASE 2.5%

EFFECTIVE JULY 1, 2023

POSITION TITLE	Grade	A	B	C	D	E
<b>Water Utility Specialist II</b>	<b>G145</b>					
<b>Wastewater Utility Specialist II</b>						
<b>Utility Specialist II</b>						
<b>Code Enforcement Officer II</b>						
-Hourly		32.4229	34.0440	35.7462	37.5336	39.4102
-Bi-Weekly	2,593.83	2,723.52	2,859.70	3,002.68	3,152.82	
-Monthly	5,619.97	5,900.97	6,196.02	6,505.82	6,831.11	
-Annual	67,439.63	70,811.61	74,352.19	78,069.80	81,973.29	
<b>Network Systems Technician II</b>	<b>G138</b>					
-Hourly		30.2414	31.7535	33.3412	35.0082	36.7586
-Bi-Weekly		2,419.31	2,540.28	2,667.29	2,800.66	2,940.69
-Monthly		5,241.85	5,503.94	5,779.13	6,068.09	6,371.50
-Annual		62,902.14	66,047.25	69,349.61	72,817.09	76,457.95
<b>Water Utility Specialist I</b>	<b>G133</b>					
<b>Wastewater Utility Specialist I</b>						
<b>Utility Specialist I</b>						
<b>Code Enforcement Officer I</b>						
-Hourly		28.7737	30.2124	31.7230	33.3091	34.9746
-Bi-Weekly	2,301.89	2,416.99	2,537.84	2,664.73	2,797.97	
-Monthly	4,987.44	5,236.81	5,498.65	5,773.58	6,062.26	
-Annual	59,849.25	62,841.72	65,983.80	69,282.99	72,747.14	
<b>Accounting Technician II</b>	<b>G128</b>					
<b>Parking Enforcement Officer II</b>						
<b>Administrative Assistant II</b>						
<b>Utility/Landscape Specialist</b>						
<b>Beach and Community Patrol Officer II</b>						
-Hourly	27.3772	28.7460	30.1833	31.6925	33.2771	
-Bi-Weekly	2,190.17	2,299.68	2,414.67	2,535.40	2,662.17	
-Monthly	4,745.38	4,982.64	5,231.78	5,493.37	5,768.03	
-Annual	56,944.51	59,791.73	62,781.32	65,920.39	69,216.41	
<b>Network Technician I</b>	<b>G123</b>					
<b>Accounting Technician I</b>						
<b>Administrative Assistant I</b>						
<b>Utility Worker II</b>						
-Hourly		26.0484	27.3508	28.7184	30.1543	31.6620
-Bi-Weekly	2,083.87	2,188.07	2,297.47	2,412.34	2,532.96	
-Monthly	4,515.06	4,740.81	4,977.85	5,226.75	5,488.08	
-Annual	54,180.72	56,889.76	59,734.25	62,720.96	65,857.01	
<b>Facilities Coordinator</b>	<b>G117</b>					
-Hourly		24.5388	25.7657	27.0540	28.4067	29.8271
-Bi-Weekly		1,963.10	2,061.26	2,164.32	2,272.54	2,386.17
-Monthly		4,253.39	4,466.06	4,689.36	4,923.83	5,170.02
-Annual		51,040.71	53,592.74	56,272.38	59,086.00	62,040.30

CITY OF DEL MAR  
 GENERAL EMPLOYEE COMPENSATION PLAN  
 SALARY INCREASE 2.5%

EFFECTIVE JULY 1, 2023

POSITION TITLE	Grade	A	B	C	D	E
<b>Senior Maintenance Worker</b>	<b>G112</b>					
<b>Utility Worker I</b>						
<b>Senior Lifeguard</b>						
-Hourly		23.3478	24.5152	25.7410	27.0280	28.3794
-Bi-Weekly		1,867.83	1,961.22	2,059.28	2,162.24	2,270.35
-Monthly		4,046.96	4,249.30	4,461.77	4,684.86	4,919.10
-Annual		48,563.48	50,991.66	53,541.24	56,218.30	59,029.22
<b>Maintenance Worker</b>	<b>G107</b>					
<b>Parking Enforcement Officer I</b>						
<b>Beach and Community Patrol Officer I</b>						
-Hourly		21.7769	22.8658	24.0091	25.2095	26.4700
-Bi-Weekly		1,742.15	1,829.26	1,920.73	2,016.76	2,117.60
-Monthly		3,774.67	3,963.40	4,161.57	4,369.65	4,588.13
-Annual		45,296.02	47,560.82	49,938.86	52,435.81	55,057.60

**CITY OF DEL MAR  
 MISCELLANEOUS, PART-TIME, TEMPORARY AND HOURLY EMPLOYEES  
 SALARY INCREASE 2.5%**

**EFFECTIVE JULY 1, 2023**

<b>POSITION TITLE</b>	<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Student Lifeguard *	700		\$16.40 (no steps)			
Seasonal Lifeguard I *	702	17.37	18.24	19.15	20.11	21.12
Seasonal Lifeguard II*	709	19.59	20.57	21.60	22.68	23.81
Seasonal Lifeguard III *	710	23.02	24.17	25.38	26.65	27.98
Seasonal Worker I *	704	17.15	18.01	18.91	19.85	20.84
Seasonal Worker II *	713	19.67	20.65	21.69	22.77	23.91
Minutes Clerk I/Clerical Asst/Planning	700	17.15	18.01	18.91	19.85	20.84
Minutes Clerk II	712	19.04	20.00	21.00	22.05	23.15
On-Call Clerical/Secretarial Aide	700	17.15	18.01	18.91	19.85	20.84
Code Enforcement Clerk	712	19.04	20.00	21.00	22.05	23.15
Intern I	700		\$16.48 (no steps)			
Intern II	701	17.90	18.79	19.73	20.72	21.75

*The positions listed below are currently inactive, but remain on the salary schedule in the event that the City wishes*

Student Firefighters	600	16.40
Student Paramedics	600	16.40
Call Firefighters	601	16.40

\*Employees in these positions will receive one and a half times (1.5x) their normal hourly rate for all hours worked on the following holidays: Memorial Day (last Monday in May), Independence Day (July 4), and Labor Day (1st Monday in September).

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, SETTING THE FISCAL YEAR 2023-2024 CITY OF DEL MAR FEE SCHEDULE FOR PLANNING, PUBLIC WORKS, COMMUNITY SERVICES, AND ADMINISTRATION SERVICES

WHEREAS, the provisions of the California Mitigation Fee Act relating to fee and service charges provide for the adoption and implementation of fees, rates, and service charges for municipal services; and

WHEREAS, the City desires to recover an increased percentage of the costs it incurs to provide Planning Review, Community Services, Public Works, Administration or Fire Prevention services to reduce the amount that general funds are diverted from general services to subsidize such services; and

WHEREAS, as part of Resolution 2020-39, the City Council has reserved the right to update the Fee Schedule annually, at the beginning of each Fiscal Year (July 1), based on the Consumer Price Index (U.S. City Average), not to exceed 3% in a given year; and

WHEREAS, the Consumer Price Index (U.S. City Average) as of May 2023 is 4%, therefore adjusting fees by no more than 3%; and

WHEREAS, the fees, rates, and charges in the City of Del Mar Fee Schedule contained in Exhibit "A-C" of this Resolution do not exceed the City's reasonable administrative costs of providing such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar, California, hereby approves the City of Del Mar Fiscal Year 2023-2024 Fee Schedule, which includes fees and charges for providing Planning Review, Community Services, Public Works, and Administration Services, attached hereto as Exhibit "A-C".

BE IT FURTHER RESOLVED, the fees and charges contained in the City of Del Mar Fee Schedule approved herein supersede any and all fees and charges for corresponding services as previously approved by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, Nestor Machado, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar



**CITY OF DEL MAR SCHEDULE OF FEES AND CHARGES FOR**  
**ENGINEERING REVIEWS (FISCAL YEAR 2023-2024)**

**LIST OF DEVELOPMENT APPLICATION FEES AND CHARGES**

Application Type	Fee
<b>ENGINEERING REVIEW FEES FOR PROJECT APPLICATIONS</b>	
Design Review Board	\$1,255 (one review cycle)
Administrative Design Review (major)	\$970 (one review cycle)
Administrative Design Review (minor)	\$620 (one review cycle)
Conditional Use Permit	\$1,000 (one review cycle)
Flood Plain Permit	\$995 (one review cycle)
Preliminary SWMP Review	\$595 (one review cycle)
Preliminary Stormwater Checklist Review	\$355 (one review cycle)
TPM	\$3,110 (3 review cycles)
TM	\$6,555 + \$140 each additional lot over 5 (3 review cycles)
ADU Review and Inspection	\$710
Additional ADU Review	\$490
Maximum review cycles for lump sum fees are shown in parenthesis. Additional review will be deposit based.	
<b>ENGINEERING REVIEW FEES FOR FINAL APPLICATIONS (three review cycles)</b>	
<b>Mapping</b>	<b>Fee</b>
Parcel Map	\$4,150
Final Map	\$8,025 + \$5.00/Acre
Easement Document	\$805
Easement Vacation	\$1,650
Lot Line Adjustment	\$1,490
Certificate of Compliance	\$1,290
Certificate of Correction	\$1,010
Grading/Drainage As-Built Inspection	\$340
<b>Grading Plan Review</b>	<b>Fee*</b>
Earthwork Estimate	
200 cy or less	\$1,814
201-2,000 cy	\$1,740 for the first 200 cy + \$127 for each add'l 100 cy or fraction thereof
2,001-10,000 cy	\$3,962 for the first 2,000 cy + \$63 each add'l 1,000 cy or fraction thereof
10,001 or greater cy	\$4,488 for the first 10,000 cy + \$29 for each add'l 1,000 cy or fraction thereof
*Additional fees will be required for any private storm drain, erosion control, or other on-lot improvements. The additional fees will be based on the estimated value of the improvements and the improvement fee schedule below.	

## City of Del Mar Fee Schedule

Effective 7/1/2023

Improvement Plan Review	Fee
\$0.00 – 20,000	\$1,560 + 5% of value of improvements
\$20,001 – 50,000	\$2,030 + 4% of value of improvements
\$50,001 – 100,000	\$2,570 + 3% of value of improvements, \$4,730 minimum
\$100,001 – 250,000	\$2,890 + 2.5% of value of improvements, \$6,760 minimum
\$250,001 – 500,000	\$8,735 + 2% of value of improvements, \$16,105 minimum
\$500,001 – 1,000,000	\$14,440 + 1.5% of value of improvements, \$27,825 minimum
\$1,000,001 and over	\$16,360 plus 0.75% of value of improvements, \$33,555 minimum
<b>SWPPP Review</b>	
	<b>Fee</b>
Single-Family Detached	\$270 + \$290 each add'l lot/unit
Multi-Family Attached	\$270 + \$290 each add'l lot/unit
Commercial / Industrial	\$380 + \$290 each add'l lot/unit
<b>SWMP Review</b>	
	<b>Fee</b>
Final SWMP	\$950
Final Stormwater Checklist	\$470
<b>Drainage Plan:</b>	
	<b>Fee</b>
Amount of Affected Area	
2,500 sf or less	\$1,615
2,501-5,000 sf	\$2,425
5,001-10,000 sf	\$2,795
Greater than 10,001 sf	\$2,795 + 0.05 for each add'l SF over 10,000 SF
Construction Change Drainage/Grading Plans	\$545

Inspection	Fee
\$0.00 – 20,000	5.5% of improvements
\$20,001 – 50,000	\$1,780 + 4% of value of improvements over \$20,000
\$50,001 – 100,000	\$3,790 + 3% of value of improvements over \$50,000
\$100,001 – 250,000	\$4,620 + 2% value of improvements over \$100,000
\$250,001 – 500,000	\$7,940 + 1% of value of improvements over \$250,000
\$500,001 – 1,000,000	\$11,145 + 0.5% of value of improvements over \$500,000
\$1,000,001 and over	\$13,945 + 0.25% of value of improvements over \$1,000,000

## City of Del Mar Fee Schedule

Effective 7/1/2023

### **Other Notes Applicable to this Schedule of Fees and Charges:**

1. The figures listed for Flat Fees in this Schedule of Fees and Charges shall be updated annually at the beginning of each Fiscal Year (July 1), based on the Consumer Price Index for all Urban Consumers (CPI-U) (San Diego-Carlsbad) all items category, using the period of change from April of the prior year to April of the current year, and adjustments shall be no less than zero-percent (0%), but not to exceed three-percent (3%).
2. Work started prior to authorization of proper required permits shall be subject to payment of double the amount of the fees/charges otherwise applicable to the required permit application(s).
3. If a proposed development requires receipt of multiple permits, the applicant shall pay 100% of all required application fees and/or deposits, as identified in this Schedule of Fees and Charges.
4. Application fees and charges collected pursuant to this schedule are non-refundable. However, at the discretion of the Director of Planning and Community Development, a portion of a submitted fee may be refunded if an application is withdrawn. The withdrawal of the application and the request for refund shall be made in writing. The Director of Planning and Community Development shall determine the amount of the refund based on the administrative costs expended on the project as of the date the application is withdrawn.
5. When a request for engineering review is submitted that is not listed in the Schedule of Fees and Charges, the Director of Planning and Community Development shall determine which of the items that is listed on the Schedule would most closely match the expected staff workload required to review and administer the application/request. That fee or charge shall be applied to the unlisted request.
6. Where an application is re-submitted for a project that was previously approved but not implemented, the Director of Planning and Community Development shall have the discretion to reduce the amount of the required fees or deposit charges for the re-submitted permit applications by a factor of not more than 50%. Such reduction shall be granted only upon a determination by the Director that there have not been changed circumstances which would necessitate additional staff analysis to prepare staff reports and other related documents for processing the new application.
7. Any interest accrued from a deposit submitted in accordance with this Schedule of Fees and Charges shall be used to off-set the City's administrative costs to maintain said deposits. Accrued interest shall not be reimbursed to the applicant.



## CITY OF DEL MAR PLANNING FEE SCHEDULE

<b>PLANNING AND LAND USE APPLICATIONS</b>	
The fees listed below are charged as a flat fee rate (versus being charged as a deposit against a time-and-materials cost-recovery basis).	
Application Type	Fee
<b>ACCESSORY DWELLING UNIT (ADU)</b>	
Accessory Dwelling Unit	\$ 1,130
<b>ADMINISTRATIVE DESIGN REVIEW PERMIT (ADR) / DESIGN REVIEW BOARD PERMITS (DRB)*</b>	
Non-contested ADR Projects	
Administrative Design Review – Minor	\$ 700
Administrative Design Review – Major	\$ 1,210
Contested ADR Projects - Where an ADR application is formally contested pursuant to DMMC §23.08.035(D), <u>additional</u> fees shall be charged to cover the anticipated average administrative costs of preparation for and attendance at one Design Review Board (DRB) hearing as follows:	
Administrative Design Review – Minor (additional fee)	\$ 2,055
Administrative Design Review – Major (additional fee)	\$ 3,330
Design Review – Miscellaneous	\$ 2,845
Design Review <500 square feet	\$ 3,440
Design Review >500 square feet	\$ 5,830
Design Review Board - Residential: 1 - 2 New Dwelling Units	\$ 8,670
Design Review Board - Residential: 3 or more New Dwelling Units	\$ 11,380
Design Review Board - Commercial: Remodel <1,000 sf	\$ 5,320
Design Review Board - Commercial: Remodel >1,000 sf	\$ 8,990
Design Review Board - Commercial: New Construction	\$ 11,380
Design Review Board - Modification	\$ 2,455
Citizens' Participation Program	\$ 4,525 <small>(this fee does not include public noticing)</small>
*This application fee covers the administrative costs of preparation for and attendance at one Design Review Board (DRB) hearing. Where an application necessitates review at more than one DRB hearing, additional fees shall be charged as follows:	(per hearing)
• Preparation for and attendance at a second DRB hearing	\$ 1,815
• Preparation for and attendance at a third or subsequent DRB hearing(s)	\$ 1,180
<b>APPEALS – FILED WITH THE CITY CLERK</b>	
Appeal of decision by Planning Director or lower decision-making body to City Council - request for Initial Consideration and de novo hearing by City Council	\$ 1,590 <i>(\$250 is refunded if an appeal is not set for a de novo hearing)</i>
<b>CONDITIONAL USE PERMITS (CUP) / VARIANCES (V)</b>	
CUP	\$ 2,595
CUP modification of use (no new structures or additional floor area)	\$ 2,595
Variance	\$ 3,310
<b>COASTAL DEVELOPMENT PERMITS (CDP)</b>	
Coastal Development Permit – With hearing by a discretionary body	\$ 3,185
Coastal Development Permit – Review and/or hearing at staff level	\$ 315
<b>DETERMINATION OF SUBSTANTIAL CONFORMANCE (DSC)</b>	
Determination of Substantial Conformance	\$ 355

# City of Del Mar Planning Fee Schedule

Effective 7/1/2023

<b>DOCUMENTATION REPRODUCTION FEE</b>	
Document Reproduction Fee (applies to application material)	.25¢/pg up to 11x17; \$2/pg plan sheet
<b>ENCROACHMENT PERMITS (EP)</b>	
Encroachment Permit – Short term	\$ 475
Encroachment Permit – Long-term/Minor	\$ 635
Encroachment Permit – Long-term/Major (with City Council review)	\$ 1,875
<b>FLOODPLAIN DEVELOPMENT PERMITS (FDP)</b>	
Floodplain Development Permit	\$ 3,185
Floodplain Development Permit – With request for hardship relief from regulations	\$ 3,395
<b>HORIZONTAL ZONING REQUEST (HZ)</b>	
Request to City Council for relief from Horizontal Zoning regulations	\$ 2,230
<b>LAND CONSERVATION PERMITS (LC)</b>	
Land Conservation Permit	\$ 3,185
Administrative Land Conservation Permit	\$ 1,035
<b>MISCELLANEOUS</b>	
Bingo Permit	\$ 79
Demolition Permit	\$ 380
Address Change	\$ 235
<b>NEWS RACK PERMIT (NRP)</b>	
News Rack Permit	\$ 160 <small>(Each location requires a separate permit)</small>
<b>PARKING PERMITS (P)</b>	
Off-site Parking Permit	\$ 1,590
Shared Parking Permit	\$ 2,865
<b>PLANNING FINAL CONSISTENCY REVIEW / INSPECTIONS</b>	
Plan Check & Inspection – Residential: 1-2 New Dwelling Units	\$ 2,785
Plan Check & Inspection – Residential: 3 or more New Dwelling Units	\$ 6,960
Plan Check & Inspection – Residential: Remodel <500 sf	\$ 925
Plan Check & Inspection – Residential: Remodel >500 sf	\$ 1,390
Plan Check & Inspection – Add <100 sf	\$ 1,115
Plan Check & Inspection – Add >100 sf	\$ 1,275
Plan Check & Inspection – Non-residential <5,000 sf	\$ 4,780
Plan Check & Inspection – Non-residential >5,000 sf	\$ 7,170
Plan Check & Inspection – Miscellaneous	\$ 635
<b>PLAZA REVIEW</b>	
Plaza Tenant Improvement Review (PTI)	\$ 395
Plaza Sign Review	\$ 235
<b>PUBLIC NOTICE</b>	
Public Notice	\$150 service fee / 0.53¢ parcel
<b>REDEVELOPMENT PERMIT (R)</b>	
Redevelopment Permit	\$ 5,575
<b>RESEARCH</b>	
Staff will provide the first half-hour worth of research without charge. Thereafter, the research charge will be applied.	\$140 per hour
<b>SIDEWALK CAFÉ PERMIT (SCP)</b>	
Sidewalk Café Permit	\$ 3,565
<b>SITE SPECIFIC PARKING PLAN</b>	
Site Specific Parking Plan	\$ 2,980
<b>SHORELINE PROTECTION PERMITS</b>	
Shoreline Protection Permit (SPP)	\$ 4,190
Setback Seawall Permit (SSP)	\$ 6,740
Emergency Beach Barrier (IB)	\$ 2,930

# City of Del Mar Planning Fee Schedule

Effective 7/1/2023

<b>SIGN PERMITS</b>	
Administrative Sign Review Permit (ASR)	\$ 245
DRB Sign Permit (DRB-S)	\$ 2,390
<b>STREET VACATION (SV)</b>	
Street Vacation	\$ 7,110
<b>SUBDIVISIONS</b>	
Boundary Adjustment (BA) with Certificate of Compliance	\$ 3,550
Certificate of Compliance (COC) Only	\$ 1,285
Tentative Parcel Map (TPM) – Four (4) or fewer new lots	\$ 9,235
Tentative Parcel Map (TPM) – Condo Conversion	\$ 3,375
Revised Parcel Map	\$ 6,560
Final Parcel Map	\$ 3,500
Tentative Tract Map (TTM) – Five (5) or more new lots	\$10,185
Tentative Tract Map (TTM) – Condo Conversion of 5 or more units	\$ 4,295
Final Tract Map	\$ 4,295
<b>TEMPORARY USE PERMIT (TUP)</b>	
Minor Temporary Use Permit	\$ 635
Major Temporary Use Permit	\$ 3,185
<b>TREES, SCENIC VIEW, SUNLIGHT (TSVS) APPLICATION</b>	
Trees, Scenic View and Sunlight Determination	\$ 3,185
Trees, Scenic View and Sunlight Remediation	\$ 3,185
Trees, Scenic View and Sunlight Inspection	\$ 635
<b>TREE PERMITS</b>	
Tree Removal Permit (TRP)	\$ 550
Notice of Intent (NOI) to remove a protected tree	\$ 310
<b>WATER EFFICIENT LANDSCAPE – WELO</b>	
Water Efficient Landscape (WELO)	\$ 780
<b>ZONING CODE DETERMINATION / INTERPRETATION</b>	
Determination of Allowable Use (D)	\$ 2,745
Interpretation of Zoning Code (I)	\$ 2,745

Application Type	Initial Deposit Required
<b>COMMUNITY (GENERAL PLAN) PLAN AMENDMENT, ZONING AMENDMENT, SPECIFIC PLAN OR SPECIFIC PLAN AMENDMENT</b>	
General Plan Amendment – Text Change	\$ 10,925
General Plan Amendment – Map Change	\$ 10,925
Local Coastal Plan Amendment	\$ 10,925
Zoning Code Amendment – Change of Text	\$ 10,925
Rezone – Change of designation on Zoning Map	\$ 10,925
Specific Plan	\$ 27,315
Specific Plan Amendment	\$ 5,460
Development Agreement	\$ 10,925
Development Agreement Amendment	\$ 5,460
<b>ENVIRONMENTAL REVIEW</b>	
Environmental Assessment / Initial Study	\$ 1,090
EIR	\$ 6,555
EIR Addendum / Supplemental	\$ 2,730
Environmental Monitoring	\$ 2,730
<p>All of the application types listed above are processed by the City on a time-and-materials basis. At the time of submittal, an initial deposit is required in the amount listed.</p> <p>During the course of review, City staff will track the time-and-materials expenses incurred against the submitted deposit. When the amount incurred reaches 80% of the submitted deposit amount, an additional deposit shall be required. Failure to submit any additional required deposit amounts will result in a cessation of staff work on the application.</p>	

# City of Del Mar Planning Fee Schedule

Effective 7/1/2023

## **Additional charges, taxes and fees are noted below, including:**

- Community (General) Plan/Zoning Code Update Charge (10% charge)
- Construction License Tax
- Regional Transportation Congestion Improvement Program
- In-Lieu Housing Mitigation Fee
- Housing Reduction Mitigation Fee
- In-Lieu Parking Fee

## **COMMUNITY (GENERAL) PLAN/ZONING CODE UPDATE CHARGE (10% CHARGE)**

This charge was established by the City Council to create a reserve of funds to support the periodic updates to the City's Community Plan mandated by state law. The charge is also intended to support associated updates to the City's Zoning Code. The charges that are collected are placed in a reserve account dedicated to funding Community Plan and Zoning Code Updates.

The amount of the Community Plan/Zoning Code Update Charge is determined as follows:

- The payment of the Community Plan/Zoning Code Update Charge applies only to applications that involve review by one of the City's discretionary review bodies (City Council, Planning Commission, and Design Review Board).
- For applications that require payment of a flat fee, the Community Plan/Zoning Code Update Charge shall be 10% of the amount of the flat fee for the application, as listed in this Schedule.
- For applications that require submittal of a time and materials deposit, the Community Plan/Zoning Code Update Charge shall be a figure of either: 10% of the required Initial Deposit, as listed in this schedule, or \$1,000, whichever is less.
- Where multiple applications are submitted concurrently for a project, only one Community Plan/Zoning Code Update Charge shall be required, based on 10% of the amount of the highest of the fees or deposits required for the submitted applications.

The charges listed below are not required at the time of application submittal but, as applicable under the Del Mar Municipal Code, may be required as a condition(s) of approval of an approved permit:

<b>Construction License Tax:</b>	0.35¢ per square foot <i>(applies to all new floor area and/or replacement floor area)</i>
<b>Regional Transportation Congestion Improvement Program (RTCIP):</b>	\$2,741.97 per new (versus replacement) residential unit <i>(applies to a net increase of residential units on a parcel, e.g., new residence on a vacant parcel; new additional residential units on an existing developed parcel, etc.)</i>
<b>Housing Reduction Mitigation Fee:</b>	\$25,785 per unit <i>(as required pursuant to the City's Affordable Housing Programs)</i>
<b>In-Lieu Housing Mitigation Fees:</b>	<b>Subdivisions:</b> \$26,560 per lot created <i>(per DMMC 24.21)</i>
	<b>New Condominium Construction or Conversion:</b> \$34 per square foot of habitable area <i>(per DMMC 24.21)</i>
<b>In-Lieu Parking Fee</b>	\$36,785 per stall (one-time fee); or \$1,295 per stall (recurring annual fee for participation in the program) <i>(fee is not available for residential or hotel/motel uses; the in-lieu program has a cap of 50 spaces)</i>

# City of Del Mar Planning Fee Schedule

Effective 7/1/2023

## **Other Notes applicable to the Planning Fee Schedule:**

1. The figures listed for Flat Fees in this Schedule of Fees and Charges shall be adjusted on July 1 of each year in accordance with the Consumer Price Index - U.S. City Average, as published by the Bureau of Labor Statistics.
2. Work started prior to authorization of proper required permits shall be subject to payment of double the amount of the fees/charges otherwise applicable to the required permit application(s).
3. If a proposed development requires receipt of multiple permits, the applicant shall pay 100% of all required application fees and/or deposits, as identified in this Schedule of Fees and Charges.
4. Application fees and charges collected pursuant to this schedule are non-refundable. However, at the discretion of the Director of Planning and Community Development, a portion of a submitted fee may be refunded if an application is withdrawn. The withdrawal of the application and the request for refund shall be made in writing. The Director of Planning and Community Development shall determine the amount of the refund based on the administrative costs expended on the project as of the date the application is withdrawn. Refunds will be paid to the party named on the application Fee/Charge payment receipt. No refunds will be issued for applications deemed inactive for more than 6 months.
5. The Director of Planning and Community Development may reduce all, or a portion of, planning fees for projects that include affordable housing units, as those units are defined in the Del Mar Housing Element.
6. When a request for a planning service is submitted that is not listed in the Schedule of Fees and Charges, the Director of Planning and Community Development shall determine which of the items that is listed on the Schedule would most closely match the expected staff workload required to review and administer the application/request. That fee or charge shall be applied to the unlisted request.
7. Where an application is re-submitted for a project that was previously approved but not implemented, the Director of Planning and Community Development shall have the discretion to reduce the amount of the required fees or deposit charges for the re-submitted permit applications by a factor of not more than 50%. Such reduction shall be granted only upon a determination by the Director that there have not been changed circumstances which would necessitate additional staff analysis to prepare staff reports and other related documents for processing the new application.
8. Any interest accrued from a deposit submitted in accordance with this Schedule of Fees and Charges shall be used to off-set the City's administrative costs to maintain said deposits. Accrued interest shall not be reimbursed to the applicant.
9. As part of the application process, the applicant is required to indemnify and hold the City harmless for any costs on any challenge to the City's action on the application/permit.
11. This fee schedule is **not inclusive** of fees imposed by other jurisdictions or agencies (State or Federal).

## City Council History:

1. Resolution 2020-39 adopted July 6, 2021 (Comprehensive User Fee Schedule)
2. Resolution 2021-29 adopted June 21, 2021 (3% CPI Increase)
3. Resolution 2022-50 adopted June 20, 2022 (3% CPI Increase)
4. Resolution 2022-65 adopted October 17, 2022 (Amended Increase)



## CITY OF DEL MAR FEE SCHEDULE

Program/Fee	FY 2024 Fee
<b>Administrative Fees</b>	
Notary Fee	\$15.00 per signature
Public Records Act Request Copy Fees	\$0.10 per page
Returned Check Fee	\$25.00
<b>Building-Clean Water Construction Inspection Fee</b>	
Standard Priority Construction Projects	\$1,824
High Priority Construction Projects	\$3,620
<b>Park and Beach Use Fees</b>	
Park and Beach Use: Groups 25-99 (resident rate)	\$219
Park and Beach Use: Groups 25-99 (non-resident rate)	\$492
Park and Beach Use: Groups 100-199 (resident rate)	\$383
Park and Beach Use: Groups 100-199 (non-resident rate)	\$874
Park and Beach Use: Groups 20-299	\$1,093
Park and Beach Use: Groups 300-499	\$1,639
Park and Beach Use: Groups > 500	\$2,185
Shores Park Athletic Fields - Del Mar non-profit related activities	\$0
Shores Park Athletic Fields	\$5/hour
Commercial Film Permit	\$55
<b>Parking Passes</b>	
<b>L'AUBERGE PARKING PERMIT (YELLOW PASS)</b>	
3 Month Pass	\$191
6 Month Pass	\$328
Annual Pass	\$656
<b>VOLUNTARY PRE-PAID PERMIT (PINK PASS)</b>	
Annual Pass	\$765
<b>REPLACEMENT Fee</b>	
Replacement	\$22



# CITY OF DEL MAR FEE SCHEDULE

Program/Fee	FY 2024 Fee
<b>Powerhouse Community Center Fees</b>	
<b>DEL MAR RESIDENTS: LOW SEASON (NOV-FEB)</b>	
Daily Rental	\$1,913
Hourly Rental	\$191
<b>DEL MAR RESIDENTS: HIGH SEASON (MAR-OCT)</b>	
Daily Rental	\$3,825
Hourly Rental	\$383
<b>NON-RESIDENTS: LOW SEASON (NOV-FEB)</b>	
Daily Rental	\$4,371
Hourly Rental	\$437
<b>NON-RESIDENTS: HIGH SEASON (MAR-OCT)</b>	
Daily Rental	\$4,917
Hourly Rental	\$602
<b>NON-PROFIT - DEL MAR</b>	
Hourly Rental	\$0
<b>NON-PROFIT - NON-DEL MAR</b>	
Hourly Rental	\$109
<b>PARKING RENTAL</b>	
Parking Rental	\$164
 <b>Public Works Fees</b>	
After-Hours Turn on	\$177
During-Hours Turn on	\$118
Backflow Non-Compliance	\$160
Backflow Monthly Service	\$4
Construction Meter Deposit	\$2232 deposit
Fats, Oil, and Grease - Annual Administration	\$339
Fats, Oil, and Grease - Plan Check	\$1,093
Fats, Oil, and Grease - Variance	\$929
Door Hanger	\$76
Water Shut-Off	\$59
Curb Painting - Review Fee	\$319
Curb Painting - Installation & Maintenance	\$177
Right-of-Way (ROW) Access Fee	\$410
Traffic Device Petition Fee	\$1,291

CITY OF DEL MAR  
INFORMATION RELATED TO ESTABLISHING THE FIXED CHARGE  
ASSESSMENTS FOR BONDED INDEBTEDNESS  
FOR FISCAL YEAR 2023-2024

Fixed Charge Assessments for Bonded Indebtedness

The City must annually set forth those rates and assessments necessary to cover the cost of the bonded indebtedness for the fiscal year. Once the rates are set, the County of San Diego is notified of those taxes and assessments so they can place them on the property tax roll. The City of Del Mar currently has one tax amount to be included on the tax rolls:

1. Ocean View/Pines Assessment District 2005-01: This District was formed in May 2005 to provide for undergrounding of utilities in the Ocean View/Pines area, and only applies to parcels within this district. For Assessment District amounts, the assessments to each of the property owners are set forth in the assessment closing documents. There may be some years where adjustments based on changes in boundaries, lot splits or interest earned by assessment funds occur.

The FY 2023-2024 assessment for the District is \$51,492. Section 10204(f) of the Streets and Highways Code permits an annual per-parcel assessment not to exceed \$197 per year, adjusted annually by the local Consumer Price Index. The City has calculated its administrative costs at \$115 per parcel for Ocean View/Pines, which is included in the assessment.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE FIXED CHARGE ASSESSMENTS FOR BONDED INDEBTEDNESS FOR FISCAL YEAR 2023-2024

WHEREAS, Special Assessment District No. 2005-01 was created in 2005 for the purpose of financing the conversion of certain overhead electric and communications facilities to underground locations.

NOW, THEREFORE, BE IT RESOLVED that whereby Special Assessment District 2005-01 (Ocean View/Pines) requires a flat charge assessment to be raised for bonded indebtedness, City Council hereby approves the flat charge assessments for Fiscal Year 2023-2024 as shown on Exhibit "A" to this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, Nestor Machado, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Nestor Machado,  
Acting City Clerk  
City of Del Mar

**CITY OF DEL MAR  
FIXED CHARGE SPECIAL ASSESSMENT (OCEAN VIEW/PINES)**

City or District: **City of Del Mar**  
Assessment District No. 2005-01 (Ocean View/Pines)

Submitted By: **Monica Molina**  
Finance Manager/Treasurer

Type of Assessment: **Utility Undergrounding**  
Fund Number: **6022-07**  
Code: **1**  
Fiscal Year 2023-24

Book	Parcel Number		Undivided Interest	Amount	City Admin. Fee	Reduction	Total Assessment	For State Roll Only		Auditor's Use Only
	Page	Parcel						Tax Rate Area	Assessee Number	
301	021	01-00		887.76	114.93	(212.18)	\$ 790.51			
301	021	02-00		1,184.07	114.93	(282.90)	1,016.10			
301	021	03-00		2,179.24	114.93	(520.75)	1,773.43			
301	021	05-00		3,649.64	114.93	(872.18)	2,892.37			
301	021	06-00		2,766.28	114.93	(661.05)	2,220.15			
301	021	10-00		1,273.53	114.93	(304.28)	1,084.17			
301	022	01-00		1,743.16	114.93	(416.62)	1,441.46			
301	022	02-00		737.99	114.93	(176.38)	676.53			
301	023	03-00		1,122.57	114.93	(268.30)	969.21			
301	023	05-00		1,100.21	114.93	(262.96)	952.18			
301	023	10-00		747.05	114.93	(178.55)	683.43			
301	023	13-00		719.10	114.93	(171.77)	662.25			
301	023	14-00		663.19	114.93	(158.51)	619.61			
301	023	20-00		490.94	114.93	(117.34)	488.53			
301	023	22-00		2,324.61	114.93	(555.59)	1,883.94			
301	023	26-00		1,072.26	114.93	(256.27)	930.92			
301	024	02-00		1,765.52	114.93	(421.87)	1,458.58			
301	024	03-00		1,631.34	114.93	(390.53)	1,355.74			
301	024	04-00		1,525.12	114.93	(363.81)	1,276.23			
301	024	05-00		1,055.48	114.93	(252.27)	918.15			
301	024	06-00		1,832.61	114.93	(437.90)	1,509.65			
301	024	07-00		1,530.71	114.93	(365.85)	1,279.78			
301	024	09-00		1,899.70	114.93	(453.94)	1,560.69			
301	024	12-00		1,083.44	114.93	(258.95)	939.42			
301	024	17-00		1,139.35	114.93	(272.31)	981.97			
301	024	18-00		1,502.75	114.93	(359.16)	1,258.51			
301	024	19-00		1,362.98	114.93	(325.76)	1,152.14			
301	024	21-00		1,251.16	114.93	(299.03)	1,067.06			
301	024	22-00		2,749.51	114.93	(657.04)	2,207.39			
301	024	24-00		1,402.12	114.93	(335.11)	1,181.93			
301	024	26-00		2,475.56	114.93	(591.57)	1,998.91			
301	024	29-00		1,530.71	114.93	(502.04)	1,143.59			
301	024	37-00		2,100.97	114.93	(280.33)	1,935.58			
301	024	38-00		1,172.89	114.93	(89.51)	1,198.30			
301	024	43-00		374.53	114.93	(365.75)	123.70			
301	025	07-00		1,009.82	114.93	(241.25)	883.50			
301	025	10-00		1,166.37	114.93	(278.77)	1,002.52			
301	025	11-00		943.67	114.93	(225.44)	833.14			
301	033	29-00		542.18	114.93	(129.58)	527.52			
301	033	34-00		402.41	114.93	(96.18)	421.16			
				<b>\$ 56,112.50</b>	<b>\$ 4,597.07</b>	<b>\$ (13,409.57)</b>	<b>\$ 47,300.00</b>			

CITY OF DEL MAR  
INFORMATION RELATED TO ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2023-2024

Article XIII-B of the California State Constitution places limits on the amount of revenue that can be spent by all entities of government. It is the responsibility of the City to calculate the annual appropriations limit. The previous fiscal year's limit is increased by a factor calculated by changes in population and inflation. Cities may choose an inflation factor, which is either the change in the California Per Capita Personal Income (CCPI) or the local assessment roll change due to non-residential construction. The population factor option is either the growth rate in the City or the County. The choice of each of these factors is an annual election.

Amounts for the change in non-residential new construction become available at the end of the current fiscal year. When calculating the appropriations limit for the new fiscal year, the previous year's calculation is reviewed by using the non-residential new construction figures currently available. If the City experienced a large amount of non-residential new construction during the previous fiscal year, the appropriations limit could be significantly affected.

The law provides for voter approval of an override that will allow cities to exceed their appropriation limit. In November 1992, Del Mar voters approved an override measure allowing the appropriations limit to equal the revenues from proceeds of taxes. This measure was effective for four fiscal years and ended in Fiscal Year 1995-1996. Since then, the City has not required a voter-approved override.

For Fiscal Year 2023-2024, the estimated proceeds of tax (\$18,302,008) is below the estimated appropriations limit of \$35,095,517 by \$16,793,509. The City's appropriations limit is high enough; therefore, there will be no need to return to voters for an override in the foreseeable future.

Cities are required to complete an appropriations calculation for each fiscal year. The City's auditors are required to review and approve the appropriations calculation as part of their audit of the City.

CITY OF DEL MAR  
INFORMATION RELATED TO ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR FISCAL YEAR 2023-2024

Analysis:

The following analysis provides the figures for the estimate of the appropriations limit for the Fiscal Year 2023-2024.

INFLATION OPTION	FACTOR
CCPI	1.0444
Change in Non-Residential Construction	1.0000
POPULATION OPTION	
Del Mar	1.0000
San Diego County	0.9987

Using the factors for the change in CCPI and the change in population for the City of Del Mar, which will give the optimum increase; the percent to be applied to the appropriations limit for Fiscal Year 2023-2024 is  $1.0444 \times 1.0000 = 1.0444$ . This factor applied to the appropriations limit for Fiscal Year 2022-2023 of \$33,603,521 sets the estimated appropriations limit for Fiscal Year 2023-2024 at \$35,095,517.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24

WHEREAS, Constitutional Article XIII-B (Propositions 4 and 111) places an appropriations limitation on State and Local Government; and

WHEREAS, this appropriations limitation is based on proceeds of taxes adjusted annually from the base Fiscal Year 1986-1987 by either the population growth factor for the City of Del Mar or for the County of San Diego, and by either the change in the California Per Capita Personal Income or the change in Non-Residential Construction for the City of Del Mar; and

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2023-24 Appropriations Limit; and

WHEREAS, the City Council of the City of Del Mar wishes to select those options providing the greatest ratio of change as shown below:

Change in California Per Capita Personal Income <u>(inflation factor)</u> 1.0444	Del Mar Population Change <u>(population factor)</u> 1.0000	<u>Factor</u> 1.0444
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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the appropriations limit be established at \$35,095,517 and that the City Council does hereby adopt the annual appropriations limitation for Fiscal Year 2023-24 and selects the options for calculation using the population growth of the City of Del Mar and the change in California Per Capita Personal Income.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 19<sup>th</sup> day of June 2023.

\_\_\_\_\_  
Tracy Martinez, Mayor  
City of Del Mar

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, Nestor Machado, 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. 2023--XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

| \_\_\_\_\_  
Nestor Machado,  
Acting City Clerk  
City of Del Mar

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2023-2024, AND DELEGATING THE AUTHORITY TO INVEST CITY FUNDS TO THE TREASURER

WHEREAS, the City Council of the City of Del Mar, California, pursuant to Title 5, Division 2, Part 1 of the Government Code of the State of California, is authorized to invest City funds more particularly set out in Section 53601 of said Code; and

WHEREAS, the City Council, pursuant to Section 53607 of the Government Code is authorized to delegate said authority to the Treasurer; and

WHEREAS, it is good practice for the City Council to review the Statement of Investment Policy as more particularly set out in Section 53646 of said Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the above recitals are true and correct.

BE IT FURTHER RESOLVED, that the City Council of the City of Del Mar does hereby authorize the Treasurer to invest City funds and adopt the Statement of Investment Policy as attached in Exhibit "A" of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 19<sup>th</sup> day of June 2023.

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Tracy Martinez, 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, Nestor Machado, Acting Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-47, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June 2023, by the following vote:

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

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Nestor Machado, Acting City Clerk  
City of Del Mar

**CITY OF DEL MAR  
INVESTMENT POLICY FOR FISCAL YEAR 2023-2024**

**I. INTRODUCTION**

This statement is to provide guidance regarding the prudent investment of the cash of the City of Del Mar, and to establish the goals and limitations of investments suitable to ensuring the safety of the City's funds. The ultimate goal is to protect these funds while enhancing the economic status of the City of Del Mar.

Responsibility for the investing of the idle cash and trust funds of the City resides with the City Treasurer. The investment policies and practices of the City Treasurer of the City of Del Mar are based on limitations placed on it by governing legislative bodies. These policies have three primary goals:

1. To assure compliance with all Federal, State, and Local laws governing the investment of monies under the control of the City Treasurer.
2. To protect the principal monies entrusted to this organization.
3. To generate the **maximum amount of investment income within the parameters of this Annual Investment Policy.**

**II. SCOPE**

This policy provides guidelines for investing idle cash for all funds under the direct authority of the City with the exception of retirement funds, deferred compensation funds, and those monies from unexpended bond proceeds that are under the direction of a trustee. This investment policy applies to all financial assets of the City of Del Mar. These funds are accounted for in the City of Del Mar's Annual Comprehensive Financial Report and include the General Fund and General Governmental Funds, Special Revenue Funds, Capital Projects Funds, Enterprise Funds, and Trust and Agency Funds.

**III. PRUDENCE**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal

responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### **IV. OBJECTIVES**

- **Safety**: Safety of principal is the primary objective of the City of Del Mar and is the single most important factor in governing the investment decisions of the City Treasurer. Each investment transaction shall be made considering the potential for capital losses in an effort to limit such losses, whether from institution default, broker-dealer default, or erosion of market value of securities. The City Treasurer shall evaluate each potential investment, seeking quality in both issuer and in underlying security or collateral. The use of diversification of the portfolio will assist to reduce market risk and possible principal loss. To help mitigate against market risk due to fluctuations in interest rates, this policy provides limits on the portfolio maturity.
- **Liquidity**: Second only to safety is the need to maintain liquidity in the portfolio to meet the anticipated cash needs of the City, and to ensure that money is always readily available. This percentage specifically shall be reviewed on an annual basis. Since not all cash needs can be anticipated, the City Treasurer will only invest in instruments with an active secondary market. These securities will have a low sensitivity to market risk.
- **Yield**: Once the basic requirements of safety and liquidity are met, the City's fund shall be designed to attain a market-average rate of return through economic cycles. Market-average rate of return is defined as the average return on one-year Treasury bills.

#### **V. DELEGATION OF AUTHORITY**

The authority for investing idle cash resides with the City Treasurer by direction of the City Council. The Treasurer may delegate such responsibilities, as recording of investment purchases and sales and recording of investment activity, to the Finance Officer and Accounting Technician, or other City officials as authorized by resolution of the City Council, as is necessary to maintain adequate internal controls as described in the following section.

#### **VI. CONFLICT OF INTEREST**

All City officials involved in the investment process shall refrain from personal business activity in violation of Government Code Section 1090 and the Political Reform Act (Government Code 8100 et seq.).

Section 1090 of the Government Code prohibits City officials from “making” a contract in which the official is financially interested. Under the Political Reform Act, a City official is disqualified from making, participating in making, or using his or her official position to influence the making, of a governmental decision in which it is reasonably foreseeable the decision could materially affect the official’s economic interest, in a manner distinguishable from its effect on the public generally.

## **VII. INTERNAL CONTROLS**

A system of internal controls shall be in place to prevent losses of public funds arising from fraud, employee error, and misrepresentation of third parties, unanticipated changes in financial markets or imprudent action by city officials. Such controls deemed most important are the separation of responsibilities for investment purchases from the recording of investment activity, custodial safekeeping, written confirmation of investment transactions, and established criteria for broker relationships. The annual financial audit will include a comprehensive review of the portfolio, accounting procedures for security transactions, and compliance with the investment policy.

## **VIII. REPORTING**

Under provision of Section 53646 of the California Government Code, the City Treasurer shall render a quarterly report to the City Council showing the type of investment institution, date of maturity, amount of deposit, current market value for all securities as provided by our safekeeping institution, rate of interest, and such other data that may be required by the City Council. This report shall also include a schedule of maturity by type of security.

The report must also include a statement that the investment portfolio complies with this policy, or a statement as to the manner in which the portfolio is not in compliance.

The report also must include a statement noting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

## **IX. SAFEKEEPING OF SECURITIES**

To protect against potential losses caused by collapse of individual securities dealers, all securities owned by the City shall be kept in safekeeping with “perfected interest” by a third-party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery versus payment procedures. The only exception to the foregoing shall be certificates of deposit and investments in: (a) LAIF; (b) local government investment pools; and

(c) money market funds, since the purchased securities are not deliverable. A record of these investments shall be held by the Treasurer.

## **X. QUALIFIED DEALERS AND INSTITUTIONS**

The City shall transact business only with banks, savings and loans, and registered investment securities dealers. The purchase by the City of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, who is a member of the National Association of Securities Dealers, or a member of a federally regulated securities exchange, a national or state-chartered bank, a federal or state association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank. The City Treasurer shall investigate all institutions that wish to do business with the City in order to determine if they are adequately capitalized and agree to abide by the conditions set forth in the City's Investment Policy.

## **XI. AUTHORIZED INVESTMENTS**

The City of Del Mar has a fiduciary responsibility to the residents of the community to protect the assets of the City and to invest and manage those funds wisely. These investment decisions shall be governed under Government Code sections 53600 through 53609 under which those making investments on its behalf are deemed to act in a fiduciary capacity.

The City shall not knowingly make any investments in any institution, company, corporation, subsidiary or affiliate that practices or supports directly or indirectly through its action's discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, sex, sexual preference, or physical disability.

Within these limitations, the following investments are authorized:

- **United States Treasury Bills, Notes and Bonds** or those for which the full faith and credit of the United States are pledged for payment of principal and interest with remaining maturities of five years or less. There shall be no limit on the percentage of the portfolio invested in these instruments. The purchase of zero-coupon Treasuries is not permitted.
- **Local Agency Investment Fund (LAIF).** The State investment fund is maintained for the benefit of local agencies. The City may invest in this fund up to the amount permitted by the State, which is currently \$75 million.
- **San Diego County Treasurer's Pooled Investment Fund.** This is a local government investment pool managed by the San Diego County Treasurer-Tax Collector's office. The City may invest in this fund up to 30 percent of

its portfolio. The fund must be rated “AA” or better by a nationally recognized rating service.

- **Collateralized Certificates of Deposit.** Certificates of Deposit of up to \$250,000 that are insured by the Federal Deposit Insurance Corporation (FDIC). Deposits are permitted in national banks or savings and loan institutions. The deposit may not exceed the total of the paid up capital and surplus of a depository and the depository must maintain securities with a market value at least 10 percent in excess of the City’s deposit to be placed in a collateralized account.
- **Government Agencies** including Government National Mortgage Association (GNMA); the Federal Farm Credit Bank System (FFC); the Federal Home Loan Mortgage Corporation (FHLMC); Federal National Mortgage Association (FNMA); and other United States agency obligations with maturities of five years or less. There shall be no limit on the percentage of the portfolio invested in these instruments.
- **Commercial Paper** ranked P1 and A1 not to exceed 270 days maturity, issued by a domestic corporation with assets in excess of \$500,000,000, with an A or better rating as provided by Moody’s and Standard and Poor’s. The portfolio exposure is limited to 30 percent and may contain no more than 5 percent from a single-issuer .
- **Medium Term Corporate Notes** with a maximum maturity of five years issued by corporations organized and operating within the United States. Notes must be rated “A” or better by a nationally recognized rating service. Corporate notes may not exceed 30 percent of the investment portfolio.
- **Repurchase Agreements.** The City may invest in repurchase agreements with banks and primary dealers with which the City has entered into a master repurchase contract, which specifies terms and conditions of repurchase agreements and are fully collateralized by delivery to an independent third party. Eligible securities are negotiable certificates of deposit, eligible banker’s acceptances, or securities that are direct obligations of the Federal government. Reverse repurchase instruments are not permitted.
- **Mutual Funds.** The City may invest in Mutual Funds invested primarily in U.S. Treasury Securities.
- **Suprationals:** The City may invest in United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. Securities must be eligible for purchase and sale within the United States

and have a minimum rating of “AA” as rated by Moody’s Investors Service, Standard and Poor’s, or Fitch Ratings. Maximum maturity is limited to five years. Maximum portfolio exposure is limited to 15 percent and single-issuer holdings to no more than five percent per issuer.

The City, under no circumstances, may borrow funds for the purpose of leverage in the purchase of securities. The purchase of derivatives, as provided for in Government Code Section 53601.6, is expressly prohibited under the terms of this Investment Policy.

## **XII. INTERFUND LOANS**

If deemed to be in the best interest of the City, the City Council may from time to time authorize the Treasurer to make loans from one City fund to another. The fund receiving the loan proceeds must pay at least the interest rate that the fund providing the loan would have received on the funds borrowed. The City Council may direct the Treasurer to pay an interest rate greater than what the fund providing the borrowed funds would have earned had it retained the funds. The term of any such loan shall not exceed five (5) years.

## **XIII. MAXIMUM MATURITIES**

Every effort will be made to match investment maturities to cash flow needs. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, no more than 60 percent of the portfolio may be invested with maturities greater than two and a half years. No investment may be made with a maturity greater than five years.

## **IXX. OVERSIGHT COMMITTEE**

The City Council may establish an investment oversight committee, which will meet quarterly to review the portfolio, the investment policy, and the City’s current investment strategy. This committee will act in a review capacity. Members of the committee shall consist of the City Manager (or designee), the Assistant City Manager, and a member of the City Council as a representative. The Oversight Committee may also obtain an advisor with expertise in financial management.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, SETTING THE FISCAL YEAR 2023-2024 PARKING VIOLATION FINES SCHEDULE

WHEREAS, the City of Del Mar recognizes its responsibility to establish and enforce parking regulations to preserve and enhance public safety to manage the parking resources of the City; and

WHEREAS, to enforce these parking regulations the City is required to comply with the California Vehicle Code and the County of San Diego Traffic Code adopted by the City by reference; and

WHEREAS, the City desires to set fines to obtain compliance with the aforementioned codes and regulations that are fair and reasonable in comparison with our neighboring jurisdictions, including the cities of San Diego and Solana Beach, and with the State of California; and

WHEREAS, the State of California under Senate Bill 1407 has required a surcharge of \$12.50 per City administered violation for State and County of San Diego court and facilities costs since January 1, 2011; and

WHEREAS, on June 20, 2022, the City Council adopted Resolution 2022-43 and reserved the right to ensure the City's parking violation fines remain consistent with the regional market and reflect increasing costs to administer over time, the City will adjust fines annually, at the beginning of each Fiscal Year (July 1), based on the Consumer Price Index (U.S. City Average), in an amount not to exceed 3% in a given year; and

WHEREAS, the Consumer Price Index (U.S. City Average) as of May 2023 is 4%, therefore, allowing the City to adjust fines by no more than 3%; and

WHEREAS, the violation fines in the City of Del Mar Schedule contained in "Exhibit A" of this Resolution do not exceed the City's reasonable administrative costs of providing such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar, California, hereby approves the City of Del Mar Fiscal Year 2023-2024 Parking Violation Fines Schedule, attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED, that parking violations not paid within 21 days from issuance will be subject to double the fines per this Resolution.

BE IT FURTHER RESOLVED, the fines contained in the City of Del Mar Schedule approved herein supersede any and all fines for corresponding services as previously approved by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 19 day of June, 2023.

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Tracy Martinez, 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, Nester Machado, 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. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 19<sup>th</sup> day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Nestor Machado, Acting City Clerk  
City of Del Mar



**CITY OF DEL MAR  
PARKING VIOLATION SCHEDULE**

*Exhibit A  
Adopted June 19, 2023 by  
City Council Resolution 2023-XX  
Effective July 1, 2023*

Violation Code	Description	Violation Fee
14.16.030(D)	NOT IN MARKED SPACE	\$59
14.16.040 DMMC	GREEN CURBS	\$51
14.16.060 DMMC	OVERSIZED VEHICLE	\$85
14.16-72.135	LOADING ZONE-CURB MARKINGS	\$59
14.16-72.140	POSTED TIME LIMIT	\$51
14.16-72.141	GREEN CURBS SIGNED	\$51
14.20.040 DMMC	EXPIRED METER	\$51
14.20.040B DMMC	PARKING MACHINE VIOLATION	\$51
14.20.040S DMMC	SEAGROVE PARKING	\$51
14.20.040T DMMC	TRAILHEAD PARKING	\$51
21113 (a) CVC	COUNTERFEIT/ALTERED PERMIT	\$291
21211 CVC	NO PARKING BIKE LANE	\$70
21458 (4) CVC	GREEN CURBS	\$51
22500 CVC	NO STOPPING, STANDING, PARKING	\$70
22500.1 CVC	POSTED FIRE LANE	\$70
22500(b) CVC	ON A CROSSWALK	\$70
22500(e)(1) CVC	BLOCKING DRIVEWAY	\$70
22500(f) CVC	BLOCKING SIDEWALK	\$70
22502 CVC	CURB AND WRONG WAY PARKING	\$59
22507.8(A) CVC	DISABLED ONLY	\$291
225078ADMIN	225078 DP ADMIN FEE	\$25
22507.8(B) CVC	OBSTRUCT ACCESS TO DISABLED SPACE	\$291
22507.8(C) CVC	PRKD ON DISABLED HASHMARKS/BNDARY LINES	\$291
22507(B) CVC	PERMIT REQUIRED	\$59
22509 CVC	PARKED ON HILL	\$70
22514 CVC	FIRE HYDRANT	\$59
22515 CVC	PARKED UNATTENDED - MOTOR ON	\$70
22521 CVC	PARKED WITHIN 7FT OF RR TRACKS	\$70
22651(K) CVC	STORAGE ON STREET 72 HOURS	\$64
22658 CVC	POSTED PRIVATE PROPERTY	\$59
CVC 26710	DEFECTIVE WINDSHIELD	\$64
CVC 27155	GAS CAP REQUIRED	\$59
CVC 27465(B)	BALD TIRES	\$64
4000(a)(1) CVC	EXPIRED REGISTRATION	\$51
CVC 4457	ILLEGIBLE PLATES/TAB	\$51
CVC 4461	MISUSE OF PLACARD	\$291
4463 CVC	DISABLED PLACARD FRAUD	\$291
4463 (a)(1)	VEHICLE REGISTRATION FRAUD	\$291



**CITY OF DEL MAR  
PARKING VIOLATION SCHEDULE**

*Exhibit A  
Adopted June 19, 2023 by  
City Council Resolution 2023-XX  
Effective July 1, 2023*

<b>Violation Code</b>	<b>Description</b>	<b>Violation Fee</b>
4464	ALTERED PLATES	\$51
5200(a)	BOTH PLATES REQUIRED	\$51
CVC 5201	IMPROPER DISPLAY OF LIC. PLATES	\$51
5201.1(c)	REMOVAL OF REFLECTIVE COATING	\$51
5204A CVC	NO CURRENT TABS DISPLAYED	\$51
72.111 SDCC	MEDIAN STRIP	\$59
72.115B SDCC	PARKED IN SAFETY ZONE/ RED	\$70
72.116(d) SDCC	BLOCKING HYDRANT	\$70
72.117 SDCC	NO PARKING	\$59
72.118 SDCC	BLOCKING HIGHWAY	\$70
72.119 SDCC	TEMPORARY NO PARKING	\$59
72.120 SDCC	MOVING OF VEHICLE BY SDSO/ SDSO TOW	\$59
72.121 SDCC	REMOVAL OF IGNITION KEY	\$51
72.122 SDCC	STORAGE ON STREET	\$64
72.123 SDCC	PARKED FOR SALE	\$59
72.123 B SDCC	WASHING OR REPAIRING VEHICLE	\$59
72.125 SDCC	TOW AWAY ZONE	\$70
72.126 SDCC	COMMERCIAL VEHICLES	\$59
72.134 SDCC	BUS LOADING ZONE	\$69
72.135 SDCC	20 MIN LIMIT-GREEN CURBS	\$59
72.135a.1 SDCC	RED CURBS	\$70
72.135(G) CC	GREEN ZONE TIME LIMIT	\$59
72.138 SDCC	STANDING IN ALLEY	\$59
72.140 SDCC	LONG TERM LIMIT	\$59
72.140(N) SDCC	NO NIGHT PARKING	\$59
72.150 SDCC	ANGLE PARKING	\$59
72.66 SDCC	SIGNS/ MARKINGS	\$59
SDCC 73.110	SLEEPING/CAMPING IN VEHICLE	\$85