

[Click on an item in the Table of Contents to jump to that page.](#)

Table of Contents

2023-9-5 Regular Meeting Agenda	2
Item 1 - Minutes	11
Item 2 - List of Demands	18
Item 4 - City Council Retreat Facilitator Agreement and Budget Appropriation	98
Item 5 - RHS Plan Amendment	113
Item 6 - Del Mar Foundation Donation Beach Wheelchairs	159
Item 7 - Amendment with WCA for Tree Management-Maintenance	162
Item 8 - Task Order MBI Lead Service Inventory	194
Item 9 - Agreement for Pavement Condition Assessment and 5yr Management Plan	202
Item 10 - Construction Contract for Beach Colony Pedestrian Improvements	224
Item 11 - Agreement for Planning Services	264
Item 12 - Support for Public Outreach - SANDAG Rail Relocation	281
Item 13 - Agenda Report - Finance Committee Appointment	285
Item 14 - 5th Amendment to Fire COOP Agreement - Admin Fire Captain	294
Item 15 - FINAL Staff Report_Parking LCPA	303
Item 16 - Manufactured Homes ordinance	325
Item 17 - STRs	337
Item 18 - San Dieguito Drive Phase 1 Engineering Assessment	355



Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall
1050 Camino del Mar, Del Mar, California
And via teleconference
111 Eden St.
Bar Harbor, ME 04609

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

Regular Meeting

Tuesday, September 5, 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

Sarah Krietor
Administrative Services
Manager/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. 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 ANNOUNCEMENTS
- 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: July 24, 2023 Regular and Special Meeting, August 9, 2023 Special Meeting**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

- 2. **Ratification of List of Demands, dated September 5, 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. Agreement for City Council Retreat Facilitation Services

Recommended Action: Mayor Tracy Martinez and Council Member Dave Druker recommend that the City Council: 1) Approve an Agreement with the Centre for Organization Effectiveness for City Council Retreat Facilitation Services (Attachment A); 2) Authorize the City Manager to execute the Agreement; and 3) Allocate \$8,300 to cover facilitation services from the General Fund to the City Council Division budget as further described in the Fiscal Impact section of the report.

Reference: Clerk's File No. 406-1

5. Approval of Amended Agreement for Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association (DMFA)

Recommended Action: Staff recommends that the City Council: 1) Adopt the Resolution (Attachment A) to adopt the amended Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association; 2) Approve the required program agreement and supporting documents (Attachments B-E); and 3) Authorize the City Manager to execute the necessary documents.

Reference: Clerk's File No. 406-1

6. Acceptance of a Donation from the Del Mar Foundation for All-Terrain Wheelchairs and Accessibility Mats

Recommended Action: Staff recommends that the City Council: 1) Accept a donation of \$9,000 from the Del Mar Foundation to purchase two all-terrain wheelchairs and two accessibility mats; and 2) Amend the Fiscal Year 2022-23 Operating and Capital Budget to reflect the donation.

Reference: Clerk's File No. 201-13, 1202-11, 1501-16

7. First Amendment to Agreement with West Coast Arborists for As-Needed Citywide Tree Management and Maintenance Services

Recommended Action: Staff recommends that the City Council: 1) Approve the First Amendment to the Agreement (Agreement) between the City of Del Mar and

West Coast Arborists, Inc. (Attachment A) for as-needed citywide tree management and maintenance services; and 2) Authorize the City Manager to execute the First Amendment.

Reference: Clerk's File No. 406-1, 1403-7

8. Approval of a Task Order with Michael Baker International to Perform a Lead Water Service Line Inventory

Recommended Action: Staff recommends that the City Council: 1) Approve a \$20,300 Task Order (Attachment A) with Michael Baker International (MBI) to perform a Lead Water Service Line Inventory; and 2) Authorize the City Manager to execute the Task Order.

Reference: Clerk's File No. 406-1

9. Approval of Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the 2023 Pavement Condition Assessment and Five-Year Pavement Management Plan

Recommended Action: Staff recommends that the City Council: 1) Approve the Professional Services Agreement (Agreement) between the City of Del Mar and Bucknam Infrastructure Group, Inc. (Attachment A) to provide citywide pavement condition assessment services and prepare a five-year pavement management plan; and 2) Authorize the City Manager to execute the Agreement.

Reference: Clerk's File No. 406-1, 901-5

10. Award of Construction Contract with Portillo Concrete, Inc. for the Beach Colony Pedestrian Improvement Project

Recommended Action: Staff recommends that the City Council: 1) Award a \$171,000 construction contract to Portillo Concrete, Inc. (Attachment A), which includes the Base Bid plus three Alternate Bid Items, for the Beach Colony Pedestrian Improvement Project; 2) Approve \$92,570 in funding for additional pedestrian ramp improvements included as Alternate Bid Items; 3) Authorize the City Manager to execute the contract; and 4) Amend the Fiscal Year (FY) 2023-2024 Operating and Capital Budget as described in the Fiscal Impact section of this report.

Reference: Clerk's File No. 406-1

11. Approval of Agreement with Civic Solutions, Inc. for Contract Planning Services

Recommended Action: Staff recommends that the City Council approve a Professional Services Agreement retroactively effective to August 3, 2023, with

Civic Solutions, Inc. (Attachment A) to provide contract planning services, which was previously authorized by the City Manager on an urgency basis due to the high volume of work and current vacancies in the City's Planning and Community Development Department.

Reference: Clerk's File No. 102-6, 406-1

12. Resolution of Support for a Robust Public Outreach and Participation Process related to the LOSSAN Rail Realignment Project

Recommended Action: Mayor Martinez and Councilmember Gaasterland request that the City Council adopt a Resolution in support of the San Diego Association of Governments (SANDAG) conducting a robust, responsive, and transparent public outreach and participation process related to the LOSSAN Rail Realignment Project.

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

13. Finance Committee Appointment

Recommended Action: The City Council Liaisons to the Finance Committee recommend that the City Council appoint Kenneth Barrett as a voting member to the Finance Committee to serve a full three-year term effective September 5, 2023, and ending on September 30, 2026.

Reference: Clerk's File No. 401-5

14. Approval of Fifth Amendment to Cooperative Fire Management Services Agreement

Recommended Action: Staff recommends that the City Council approve a Fifth Amendment to the Agreement for Cooperative Fire Management Services (Attachment A) to add an Administrative Fire Captain position and authorize the City Manager to execute the Agreement.

Reference: Clerk's File No. 406-1, 1101-8

IX. PUBLIC HEARING

15. Introduction of an Ordinance Amending the City's Local Coastal Program Land Use Plan and Del Mar Municipal Code Chapter 30.80 Parking Regulations Consistent with the May 10, 2023, California Coastal Commission Action Identifying Modifications Required to Obtain Final Certification of the Parking-Related Local Coastal Program Amendment

Recommended Action: Staff recommends the City Council introduce an Ordinance (Attachment A) to amend the City's Local Coastal Program Land Use

Plan and Del Mar Municipal Code (DMMC) Chapter 30.80 Parking Regulations consistent with the May 10, 2023 California Coastal Commission (CCC) Conditional Certification Action.

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

16. Introduction of an Ordinance to Implement Housing Element Program 1F Relating to the Regulation of Manufactured Homes

Recommended Action: Staff recommends the City Council introduce an Ordinance (Attachment A) to implement 6th Cycle Housing Element (Housing Element) Program 1F relating to the regulation of manufactured homes.

Reference: Clerk's File No. 304-7, 401-4, 401-9

X. COUNCIL MEETING RECESS

XI. CITY COUNCIL OTHER BUSINESS

17. Report on Items Related to Development of Short-Term Rental (STR) Policies and Regulations Including California Coastal Commission (CCC) Actions and Court Decisions and Ongoing STR Data and Information Collection

Recommended Action: Staff recommends that the City Council: 1) Receive a report from the City Attorney's office providing an overview of the legal landscape regarding short-term rentals including relevant court decisions and CCC actions to be considered in the development of new STR policies and regulations; 2) Authorize staff to initiate a STR operator registration process to establish a database of existing STRs within the last 10 years (see background summary in Attachment A); 3) Review supplemental June 2023 STR data (Attachment B); and 4) Confirm which California jurisdictions are to be used to collect sample STR policy and regulation data for presentation to the Council on September 18, 2023 (Attachment C).

Reference: Clerk's File No. 301-19

18. San Dieguito Drive Phase 1 Preliminary Engineering Assessment Presentation and Recommendation to Proceed to Phase 2 Engineering Design

Recommended Action: Staff recommends the City Council: 1) Approve further study and design of Minimal Alternative (Alternative #3) from the Phase I Engineering Assessment (Attachment A, page 4) and grant an exception to City Council Policy 114 - Complete Streets; 2) Approve a \$155,400 Task Order (Attachment B) with Michael Baker International (MBI) to proceed with Phase 2 Road Improvement Design, Construction Documents and Easement Acquisition

for the Minimal Alternative (Alternative #3); and 3) Authorize the City Manager to execute the Task Order.

Reference: Clerk's File No. 801-1

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. 22nd 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. League of California Cities – Coastal Cities Group (Worden)
- G. North County Transit District (NCTD) (Druker/Gaasterland)
- H. Regional Solid Waste Association (Worden/Quirk)
- I. San Diego Association of Governments Board (SANDAG) (Gaasterland/Martinez/Druker)
- J. SANDAG Borders Committee (Druker)
- K. SANDAG Regional Planning Committee (Gaasterland)
- L. SANDAG Shoreline Preservation Working Group (Worden/Gaasterland/Martinez)
- M. SANDAG LOSSAN Executive Task Force (Druker/Gaasterland)
- N. San Diego Metropolitan Wastewater Commission/JPA (Worden/Quirk/Druker)
- O. San Dieguito River Valley Regional Open Space Park JPA –Executive Committee (Worden/Quirk)
- P. Other Regional Organization Reports

XIII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

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

- A. Arts Advisory Committee (Druker)
- B. Clean Water Rate Project
- C. Del Mar Community Connections (Martinez/Worden)
- D. Del Mar Village Association (Gaasterland/Martinez)
- E. Finance Committee (Druker/Worden)
- F. Housing Subcommittee (Gaasterland/Martinez)
- G. Human Resources Subcommittee (Druker/Worden)
- H. Legislative Subcommittee (Gaasterland/Martinez)
- I. Measure Q Citizen Oversight Committee (Gaasterland/Quirk)
- J. Parks and Recreation Committee (Martinez/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

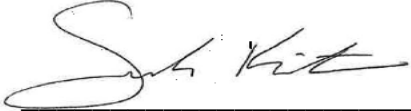
XIV. UPCOMING AGENDA ITEMS

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 for City Council Agendas.

September 18, 2023
Second Reading and Adoption of Modifications to Parking LCPA
Second Reading and Adoption of Manufactured Home Ordinance
Approval of Agreement for Fire Engine Maintenance and Repairs
Award Agreement for Street Sweeping Services
Riverpath Phase 3 County Board of Supervisors Grant Application
Approval of Task Orders for Jimmy Durante Boulevard Bluff Project
Approval of Electronic Signature Use Resolution
Paid Parking CDP (update on signs, removal of parking meters on Via de la Valle, new beach parking pass program) - Tentative
Approval of Design for the Riverpath Phase 3 Project
Actions Per Referendum Withdrawal Agreement for Ordinance 973 Relating to Allowable Land Use and Development in North Commercial Zone Including Short Term Rentals and Condo Conversions
Short Term Rentals: Review Other City/County Examples and Policy Direction
Consideration of Symposium Community Event in the Town Hall on November 12, 2023

XV. CERTIFICATION

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 30th day of August, 2023 at approximately 5:15 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

8/30/2023

Date



**CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
JULY 24, 2023
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014
And via teleconference
128 Ritchie Ave.
Silver Spring, Maryland 20910**

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

CALL TO ORDER

Mayor 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 and Terry Gaasterland. Councilmember Dwight Worden participated in the meeting remotely.

CITY ATTORNEY CLOSED SESSION REPORT

City Attorney Leslie Devaney reported that there were no recusals or reportable actions for the July 24, 2023 City Council Closed Session meeting.

PLEDGE OF ALLEGIANCE

Mayor Martinez led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS

None.

CITY COUNCIL COMMENTS & COMMUNITY ANNOUNCEMENTS

Mayor Martinez reported that Assistant City Manager Clem Brown will be participating in the meeting on behalf of City Manager Ashley Jones. Councilmember Druker reported that he and Mayor Martinez have been working with staff to schedule and plan the City Council retreat, which is tentatively scheduled for Friday, September 29, 2023.

CITY MANAGER'S REPORT

Assistant City Manager Clem Brown reported on the San Dieguito Drive resident meeting held on July 13, 2023; Summer Race Meet Opening Day at the Del Mar racetrack; and City Council meeting recess in August 2023. Planning & Community Development Director Karen Brindley reported on the Planning Commission Accessory Dwelling Unit (ADU) Workshop held on July 10, 2023.

PRESENTATIONS

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

Mayor Martinez introduced the item. A presentation was provided by San Diego County Water Authority (SDWA) Del Mar Representative and Board Chair Mel Katz and Assistant General Manager Kelly Gage.

City Council questions focused on cost increases for water and water treatment over the last few decades; Carlsbad Desalination Plant; projected shortfall and overhead costs; potential consequences of agreeing to sell water; and water conservation.

There were no public speakers for the item.

ITEM 2: SANDAG DEL MAR TUNNEL ALIGNMENT & PUBLIC OUTREACH PLAN (CLERK'S FILE NO. 1506-1)

Mayor Martinez introduced the item. A presentation was provided by the San Diego Association of Governments (SANDAG) Rail Planning Manager Danny Veeh and Manager of Outreach and Engagement Brandy Sweitzer.

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

- 1) Alan Wittgrove
- 2) Karen Lare
- 3) Monica Meredith (donation of time from Tate Scott)
- 4) Dean Meredith
- 5) Carol Kerridge
- 6) Timonhly Mills
- 7) Joanne Pietrilla
- 8) Timothy Davis
- 9) Camilla Rang
- 10) Henrik Jensen
- 11) Jim Benedict
- 12) Jonathan Polikoff
- 13) Deanna Rich
- 14) Ian Galton
- 15) Greg Rothnem
- 16) Cade Sears
- 17) Rose Meredith
- 18) Paige Blair-Hubert
- 19) Ricardo del Rio (remote)

Mayor Martinez closed the item to public comment.

Council questions focused on the weighted ranking used to evaluate alignment options; project timeline; environmental studies associated with the project; cost benefit analysis; and the information SANDAG considered related to alignment options.

Council discussion focused on appreciation to the public for their participation in the meeting; importance of the public outreach process; and preference by some for the I-5 alignment.

CONSENT CALENDAR

Administrative Services Manager/City Clerk Sarah Krietor read the titles of the items included on the Consent Calendar. There were no public speakers for the consent calendar items.

IT WAS MOVED BY COUNCILMEMBER DRUKER, SECONDED BY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 3 THROUGH 5, ITEMS 7, AND 8. (VOTE 5-0)

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

ITEM 3: APPROVAL OF MINUTES: MAY 30, 2023 AND MAY 31, 2023 SPECIAL MEETING, JUNE 19, 2023 REGULAR MEETING, JULY 10, 2023 REGULAR AND SPECIAL MEETING (CLERK'S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 4: RATIFICATION OF LIST OF DEMANDS, DATED JULY 24, 2023 (CLERK'S FILE NO. 201-3)

Council approved the list of demands, on consent.

ITEM 5: WAIVER OF READING OF ORDINANCES ON AGENDA (CLERK'S FILE NO. 401-4)

Council waived the reading of ordinances, on consent.

ITEM 6: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ASCENT ENVIRONMENTAL INC. TO PREPARE RESIDENTIAL OBJECTIVE DESIGN STANDARDS IN ACCORDANCE WITH PROGRAM 6G OF THE CITY'S ADOPTED 6TH CYCLE HOUSING ELEMENT (CLERK'S FILE NO. 304-7, 406-1)

This item was pulled from the consent calendar for City Council questions and discussion. Council discussion focused on desire to form a citizens' advisory committee to work with staff and the consultant to develop objective design standards. There were no public speakers for the item.

IT WAS MOVED BY COUNCILMEMER GAASTERLAND, SECONDED BY COUNCILMEMBER WORDEN TO: 1) APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ASCENT ENVIRONMENTAL INC. FOR THE PREPARATION OF OBJECTIVE DESIGN STANDARDS FOR BY-RIGHT/MINISTERIAL RESIDENTIAL HOUSING PROJECTS; 2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND 3) DEFINE A CITIZENS GROUP IN BOTH APPROACH AND CONTENT, TO ADVISE THE CITY COUNCIL ON THE PROCESS, AND DEVELOPMENT OF OBJECTIVE DESIGN STANDARDS. (VOTE 5-0)

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

ITEM 7: RESOLUTION TO AUTHORIZE APPLICATIONS TO SANDAG TO REQUEST CYCLE 2 HOUSING ACCELERATION PROGRAM (HAP) GRANT FUNDS (CLERK'S FILE NO. 201-13, 304-7, 1506-1)

Council adopted Resolution 2023-31, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE SUBMISSION OF TWO GRANT APPLICATIONS TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) IN THE AMOUNT OF \$181,000 FOR PLANNING GRANT FUNDS AND \$1.5 MILLION IN CAPITAL GRANT FUNDS FOR IMPLEMENTATION OF THREE HOUSING ELEMENT-RELATED SPECIAL PROJECTS; AND COMMITTING THE CITY TO PROVIDE PARTIAL MATCH FUNDS AND IN-KIND STAFF TIME; AND AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND EXECUTE GRANT AGREEMENTS IF AN AWARD IS MADE BY SANDAG" and execute any grant related documents, on consent.

ITEM 8: TRAFFIC AND PARKING ADVISORY COMMITTEE APPOINTMENT (CLERK'S FILE NO. 401-5)

Council appointed Ajit Venkatraman as a voting member of the Traffic and Parking Advisory Committee to serve the balance of a vacant term starting July 24, 2023, and ending on May 31, 2025, on consent.

ITEM 9: REQUEST FROM KITCHELL DEVELOPMENT COMPANY TO CONTRIBUTE AN IN-LIEU FEE FOR FUTURE UNDERGROUNDING OF UTILITIES IN THE 300 BLOCK OF 10TH STREET (CLERK'S FILE NO. 801-3, 1001-2)

The item was pulled from the Consent Calendar for City Council questions and discussion. Council questions focused on cost estimates; location and source of power for the 941 Camino del Mar project; and whether the Council would consider adding these poles in the Undergrounding Area 1B at a future meeting.

There were no public speakers for the item.

IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY MAYOR MARTINEZ TO AUTHORIZE THE CITY MANAGER TO ACCEPT AN IN-LIEU UTILITY UNDERGROUNDING FEE TO SATISFY THE KITCHELL DEVELOPMENT COMPANY'S (APPLICANT) OBLIGATION UNDER THE 941 CAMINO DEL MAR SPECIFIC PLAN AND DEVELOPMENT AGREEMENT DA22-001 TO UNDERGROUND TWO UTILITY POLES WITH THE DEVELOPMENT OF 307 10TH STREET AND 941 CAMINO DEL MAR. (VOTE 5-0)

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

COUNCIL MEETING RECESS:

The City Council took a meeting recess from approximately 7:00 to 7:15 p.m.

CITY COUNCIL OTHER BUSINESS

ITEM 10: DISCUSSION OF COUNCIL GUIDING PRINCIPLES AND OBJECTIVES FOR DEVELOPMENT OF SHORT-TERM RENTAL REGULATIONS (CLERK'S FILE NO. 301-19)

An introduction to the item was provided by Planning and Community Development Director Karen Brindley. A presentation was provided by Principal Planner Amanda Lee and Associate Planner Adriana Jaramishian.

Council questions focused on status of the current Short-Term Rental (STR) regulations in the City; regulatory option for defining owner occupied, investment property, and other types of property; expected timing for the California Coastal Commission (CCC) certification; desire to include state and local cases in the legal landscape update coming to City Council on September 5, 2023; clarification on the guiding principles; STR good neighbor policies; opportunity to collect Transient Occupancy Tax (TOT) and fees; and desire to avoid expensive lawsuits related to STRS.

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

- 1) Steven McDowell
- 2) Gina Mattern
- 3) Kimberly Jackson

Mayor Martinez closed the item to public comment.

IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY MAYOR MARTINEZ TO APPROVE GUIDING PRINCIPLES 1-11. (VOTE 5-0)

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

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

None.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 9:35 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk



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

JULY 24, 2023

City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California
And via teleconference
128 Ritchie Ave.
Silver Spring, Maryland 20910

CALL TO ORDER

Mayor Martinez called the meeting to order at 3:15 P.M.

ROLL CALL

Present: Mayor Tracy Martinez; Deputy Mayor Dan Quirk; Councilmembers Dave Druker, Terry Gaasterland. Councilmember Dwight Worden participated remotely.

CLOSED SESSION

A) Real Property Negotiations

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

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

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

Authority: Government Code Section 54956.8

Reportable Action: None.

B) Conference with Legal Counsel - Significant Exposure to Litigation

Number of Cases: One

Authority: Government Code Section 54956.9(b)

Reportable Action: None.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 4:20 P.M.

Sarah Krietor, Administrative Services Manager/
City Clerk



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
AUGUST 9, 2023**

City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California
And teleconference
4000 MacArthur Blvd. Suite 1050 Newport Beach, CA 92600
And
Wrangelstrasse 94,10997 Berlin, Germany

CALL TO ORDER

Mayor Martinez called the meeting to order at 9:00 A.M.

ROLL CALL

Present: Mayor Tracy Martinez; and Councilmembers Dave Druker and Dwight Worden. Deputy Mayor Dan Quirk and Councilmember Terry Gaasterland participated in the meeting remotely.

CLOSED SESSION

A) Conference with Legal Counsel - Significant Exposure to Litigation

Number of Cases: Two

Description: 1) Discussions related to San Dieguito Drive; and 2) Personnel Matter

Authority: Government Code Section 54956.9(b)

Reportable Action: No legally reportable action. The City Attorney reported out that

ADJOURNMENT

Mayor Martinez adjourned the meeting at 9:50 A.M.

Sarah Krietor, Administrative Services Manager/
City Clerk



LIST OF DEMANDS
CITY OF DEL MAR
for
City Council Meeting
September 5, 2023

Vendor Payment Checks	\$ 711,739.38
Voids	(76,773.00)
Electronic Fund Transfers (EFT)	2,129,242.42
Electronic Wires	1,309,751.86
Total	<u>\$ 4,073,960.66</u>

Approved by:


Monica Molina
Finance Manager/Treasurer

Date:
8/23/2023

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	
5070	7/21/2023	cdw01	CDW GOVERNMENT	KN04794	7/3/2023	SURFACE PRO 9 LAPTOP WA	128.98	128.98
	Voucher:	5070						
5071	7/21/2023	hel04	HELIX ENVIRONMENTAL PLAN	119065	6/29/2023	RIVER PATH ENV ENG PHASE	3,228.50	
	Voucher:	5071		119030	6/29/2023	X1A UP POLE REMOVAL REP	2,297.50	5,526.00
5072	7/21/2023	mik03	MIKHAIL OGAWA ENGINEERIN	10850	7/2/2023	CLEAN WATER SRVCS JUN	27,037.86	
	Voucher:	5072		10851	7/2/2023	SAN DIEGUITO TMDL JUN	2,327.16	29,365.02
5073	7/21/2023	tru09	TRUE NORTH COMPLIANCE	SDM23-06	7/11/2023	BLDG CODE PC & INSP 6/01-6	55,828.25	55,828.25
	Voucher:	5073						
Sub total for EFT GENERAL ACCOUNT US BANK:								90,848.25

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136881	7/21/2023	coa10	COASTAL LIVESCAN SERVICE43114	6/30/2023	LIVESCAN SRVC JUN	248.00	248.00
		Voucher: 136881					
136882	7/21/2023	dai03	DAILY DIRECT MAIL 11402-7	6/12/2023	UTILITY BILLS JUN	215.00	215.00
		Voucher: 136882					
136883	7/21/2023	lee18	DANIEL LEE 07172023	7/17/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136883					
136884	7/21/2023	dun02	DUNN-EDWARDS PAINTS 2082356417	6/26/2023	PAINT SUPPLIES PW	71.65	
		Voucher: 136884	2082356438	6/27/2023	PAINT SUPPLIES PW	51.65	123.30
136885	7/21/2023	msc01	MSC JANITORIAL SERVICE IN2023-6-14	6/30/2023	JANITORIAL SRVCS JUN	5,888.00	5,888.00
		Voucher: 136885					
136886	7/21/2023	kan03	NANCY KANE 07132023	7/13/2023	REFUND REF DRB22-018	2,446.70	2,446.70
		Voucher: 136886					
136887	7/21/2023	nap01	NAPA AUTO PARTS 5518-072142	6/6/2023	VEHICLE MAINT SUPP PW	228.26	228.26
		Voucher: 136887					
136888	7/21/2023	nap01	NAPA AUTO PARTS 686642	6/6/2023	VEHICLE MAINT SUPP PW	96.88	
		Voucher: 136888	687921	6/21/2023	VEHICLE MAINT SUPP PW	-5.38	91.50
136889	7/21/2023	kha02	REZA KHAKSARI 07112023	7/11/2023	REFUND REF SCP23-001	3,639.97	3,639.97
		Voucher: 136889					
136890	7/21/2023	sdq02	SAN DIEGO GAS & ELECTRIC 0092 4576 5583	7/14/2023	UTILITIES JUN	161.89	161.89
		Voucher: 136890					
136891	7/21/2023	sit01	SITEONE LNDSCP SUPPLY LL 131902533-001	6/29/2023	LANDSCAPING SUPP PW	183.89	183.89
		Voucher: 136891					
136892	7/21/2023	spa01	SPARKLETTS 18139543 07162	7/16/2023	WATER CH	57.96	57.96
		Voucher: 136892					
136893	7/21/2023	ter01	TERMINIX INT CO LTD, PARTM432298877	4/14/2023	PEST CONTROL SRVCS PW	124.00	124.00
		Voucher: 136893					
Sub total for GENERAL ACCOUNT US BANK:							14,208.47

17 checks in this report.

Grand Total All Checks: 105,056.72

JM
7/19/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5074	7/21/2023	del76	DE LAGE LANDEN FINANCIAL	80369174	7/8/2023	COPIER CH JUL	715.04	715.04
	Voucher:	5074						
5075	7/21/2023	del31	DELL MARKETING L.P.	10683876499	7/10/2023	MICROSOFT ANNUAL LICENS	22,890.18	22,890.18
	Voucher:	5075						
5076	7/21/2023	dix01	DIXIELINE LUMBER CO	06-0514010	7/7/2023	MAINT/REPAIR SUPP PW	121.07	
	Voucher:	5076		06-0514089	7/7/2023	MAINT/REPAIR SUPP PW	75.69	
				06-0514492	7/11/2023	MAINT/REPAIR SUPP PW	29.33	
				06-0514335	7/10/2023	MAINT/REPAIR SUPP PW	29.12	
				06-0514751	7/12/2023	REFLECTIVE VINYL SUPP CS	16.03	271.24
5077	7/21/2023	itr01	ITRON INC.	651915	6/11/2023	WATER METER SFTWR FY24	4,264.11	4,264.11
	Voucher:	5077						
5078	7/21/2023	lou01	LOUKELTON DISTRIBUTING I	80217	7/10/2023	JANITORIAL SUPP PW	1,159.59	
	Voucher:	5078		80215	7/10/2023	JANITORIAL SUPP PW	845.53	
				80199	7/7/2023	JANITORIAL SUPP PW	440.44	2,445.56
5079	7/21/2023	pri17	PRISM	24400632	7/13/2023	EXCESS LIAB FY24	50,345.00	
	Voucher:	5079		24400509	7/13/2023	CYBER LIAB FY24	7,364.00	
				24400412	7/13/2023	POLLUTION PROG FY24	4,956.00	
				24400292	7/13/2023	CRIME PROG FY24	2,327.00	64,992.00
Sub total for EFT GENERAL ACCOUNT US BANK:								95,578.13

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136894	7/21/2023	bou02	BOUND TREE MEDICAL LLC	85011748	7/5/2023	EMERGENCY SUPPLIES CS	955.29
		Voucher: 136894		85011076	7/3/2023	EMERGENCY SUPPLIES CS	65.91
136895	7/21/2023	cal33	CALOLYMPIC SAFETY	403714	6/30/2023	GLOVE SUPP PW	547.47
		Voucher: 136895					547.47
136896	7/21/2023	cha71	CHARTER COMM HOLDINGS	8448410060128	7/1/2023	CABLE/INTERNET PW JUL	222.04
		Voucher: 136896		8448410060153	7/10/2023	INTERNET TV STUDIO JUL	119.98
136897	7/21/2023	con25	CONDRON, SCOTT	Ref000171640	7/17/2023	UB Refund Cst #00007841	46.02
		Voucher: 136897					46.02
136898	7/21/2023	cou01	COUNTY OF SAN DIEGO	LC23-63	7/1/2023	MBRSHIPS LAFCO FY24	7,424.94
		Voucher: 136898					7,424.94
136899	7/21/2023	dai03	DAILY DIRECT MAIL	11402-8	6/15/2023	UTILITY BILLS JUL	215.00
		Voucher: 136899					215.00
136900	7/21/2023	del06	DEL MAR AUTOMOTIVE SERV	45340	7/10/2023	VEHICLE MAINT PW #81	304.00
		Voucher: 136900		45375	7/13/2023	VEHICLE MAINT CHEV BOLT	158.22
136901	7/21/2023	esc08	ESCONDIDO DEV PROPERTIE	Ref000171641	7/17/2023	UB Refund Cst #00008020	43.20
		Voucher: 136901					43.20
136902	7/21/2023	man12	MANERI TRAFFIC CONTROL	18791	7/13/2023	CUSTOM TRAFFIC SIGN PW	195.75
		Voucher: 136902					195.75
136903	7/21/2023	rus01	RUSTY DEL MAR	071423	7/17/2023	LIFEGUARD HATS CS	1,244.10
		Voucher: 136903					1,244.10
136904	7/21/2023	san135	SAN DIEGO COUNTY WATER	07172023	7/17/2023	SDCWA CAP CHRGS - 107 11'	3,420.00
		Voucher: 136904					3,420.00
136905	7/21/2023	sde01	SD ELECTRIC BIKE LLC	220000031494	7/11/2023	ELECTRIC BIKE PRKG ENF	2,169.56
		Voucher: 136905					2,169.56
136906	7/21/2023	sig12	SIGNA DIGITAL SOLUTIONS	INAR-S294962	7/12/2023	COPIER- CS 7/13/23-10/12/23	281.57
		Voucher: 136906					281.57
136907	7/21/2023	sou02	SOUTHCOAST HEATING & AIF	1339863	7/12/2023	HVAC SRVCS LIBRARY	201.87
		Voucher: 136907		1339864	7/12/2023	HVAC SRVCS LIBRARY	161.87
136908	7/21/2023	sta31	STATE WATER RESOURCES,	09858-550-0-11	7/12/2023	21ST ST PUMP LOAN PYMT #	344,017.01
		Voucher: 136908					344,017.01
136909	7/21/2023	sun09	SUN BUM LLC	465044	7/14/2023	SUN SCREEN LFGRDS	677.04
		Voucher: 136909					677.04
Sub total for GENERAL ACCOUNT US BANK:							362,470.84

22 checks in this report.

Grand Total All Checks: 458,048.97

MG 7/19/23

Bank : qusbnk GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
136910	7/21/2023	ste02	STEIGERWALD DOUGHERTY,Ref000171642	7/17/2023	UB Refund Cst #00008050	1,942.18	1,942.18
	Voucher:	136910					
Sub total for GENERAL ACCOUNT US BANK:							1,942.18

1 checks in this report.

Grand Total All Checks: 1,942.18

JM
7/20/23

Bank : qusbnk GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
136911	7/21/2023	nv501 NV5 INC	329613	5/9/2023	BEACH COLONY PED DESIGN	2,668.75	2,668.75
	Voucher:	136911					
Sub total for GENERAL ACCOUNT US BANK:							2,668.75

1 checks in this report.

Grand Total All Checks: 2,668.75

Jm
7/20/23

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3889	7/19/2023	ida01	IDAHO STATE TAX COMMISSION Ben171044	6/2/2023	IDAHO STATE TAX COMMISSION	205.34	205.34
	Voucher:	3889					
3893	7/19/2023	ida01	IDAHO STATE TAX COMMISSION Ben171196	6/16/2023	IDAHO STATE TAX COMMISSION	196.34	196.34
	Voucher:	3893					
3895	7/18/2023	per01	PERS Ben171372	6/30/2023	PERS CONTRIBUTIONS: PAYMEN	48,990.22	48,990.22
	Voucher:	3895					
3897	7/19/2023	ida01	IDAHO STATE TAX COMMISSION Ben171376	6/30/2023	IDAHO STATE TAX COMMISSION	468.14	468.14
	Voucher:	3897					
3898	7/14/2023	irs01	IRS, UNITED STATES TREASURY Ben171597	7/14/2023	FEDERAL TAX: PAYMENT~	44,123.68	44,123.68
	Voucher:	3898					
3899	7/19/2023	per01	PERS Ben171599	7/14/2023	PERS CONTRIBUTIONS: PAYMEN	51,484.80	51,484.80
	Voucher:	3899					
3900	7/14/2023	edd01	EMPLOYMENT DEVELOPMENT DBen171601	7/14/2023	STATE TAX: PAYMENT~	12,380.47	12,380.47
	Voucher:	3900					
Sub total for GENERAL ACCOUNT US BANK:							157,848.99

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5080	7/14/2023	uni21	DEL MAR CITY EMPLOYEES ASSIBen171593	7/14/2023	DMCEA DUES: PAYMENT	264.00	264.00
		Voucher:	5080				
5081	7/14/2023	lif06	GEN DIGITAL INC., NORTONLIFELCDM0061	7/15/2023	GENDIGITAL LIFELOCK JULY INV	101.92	101.92
		Voucher:	5081				
5082	7/14/2023	leg04	LEGALACCESSPLANS USA, CREI28909	7/6/2023	LEGAL ACCESS PLANS JULY	107.70	107.70
		Voucher:	5082				
5083	7/14/2023	nat15	NATIONAL BENEFIT SERVICES, LBen171587	7/14/2023	SEC. 125 FLEXIBLE SAVINGS AC	1,431.24	1,431.24
		Voucher:	5083				
5084	7/14/2023	mis07	STATE ST BANK & TRUST CO 401Ben171595	7/14/2023	401A PLAN: PAYMENT	510.39	510.39
		Voucher:	5084				
5085	7/14/2023	mis08	STATE ST BANK & TRUST CO 457Ben171589	7/14/2023	MISSION SQUARE 457B: PAYMEI	10,887.54	10,887.54
		Voucher:	5085				
5086	7/14/2023	mis09	STATE ST BANK & TRUST CO. RHBen171591	7/14/2023	RETIREMENT HEALTH SAVINGS	647.91	647.91
		Voucher:	5086				
5087	7/14/2023	par21	U.S. BANK PARS FFC 674602240CBen171585	7/14/2023	07/14/2023 REGULAR AND SPEC	5,506.80	5,506.80
		Voucher:	5087				
Sub total for EFT GENERAL ACCOUNT US BANK:							19,457.50

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5587	7/20/2023	hea02	HEALTH NET	BFC29A July	6/15/2023	HEALTHNET JULY INVOICE	28,066.00	28,066.00
		Voucher:	5587					
5588	7/20/2023	kai01	KAISER PERMANENTE	475311897125	6/15/2023	KAISER HEALTH JULY INVOICE	16,683.66	16,683.66
		Voucher:	5588					
5589	7/20/2023	mut01	MUTUAL OF OMAHA	G000bdbqJuly	6/16/2023	MUTUAL OF OMAHA LIFE INSUR	3,950.78	3,950.78
		Voucher:	5589					
5590	7/20/2023	pri11	PRINCIPAL FINANCIAL GROUP, PI1003938-10001Jul	6/16/2023	PRINCIPAL DENTAL VISION JULY	4,350.47	4,350.47	
		Voucher:	5590					
5591	7/20/2023	sun11	SUN LIFE ASSURANCE CO, OF C,915639-0001July	6/15/2023	SUNLIFE FF INSURANCE JULY	48.00	48.00	
		Voucher:	5591					
5592	7/19/2023	per01	PERS	17209670	6/26/2023	PERS 1959 SURVIVOR ADJUSTM	26.50	26.50
		Voucher:	5592					
5593	7/19/2023	per01	PERS	17209872	6/26/2023	PERS 1959 SURVIVOR ADJUSTM	23.00	23.00
		Voucher:	5593					
5594	7/19/2023	per01	PERS	17215294	7/1/2023	PERS UNFUNDED ACCRUED LIA	665,743.00	665,743.00
		Voucher:	5594					
5595	7/19/2023	per01	PERS	17215315	7/1/2023	PERS UNFUNDED ACCRUED LIA	384,837.00	384,837.00
		Voucher:	5595					
5596	7/19/2023	per01	PERS	17215305	7/1/2023	PERS UNFUNDED ACCRUED LIA	105,233.00	105,233.00
		Voucher:	5596					
136912	7/14/2023	cap01	CAPF CA PUBLIC SAFETY ADMINBen July DELMFF	6/30/2023	CAPF JULY INVOICE	208.00	208.00	
		Voucher:	136912					
Sub total for GENERAL ACCOUNT US BANK:							1,209,169.41	

26 checks in this report.

Grand Total All Checks: 1,386,475.90



Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5088	7/28/2023	dev02	DEVANEY PATE MORRIS & CA8384	7/14/2023	CITY ATTORNEY JUN	7,818.00	
	Voucher:	5088	8361	7/14/2023	CITY ATTORNEY JUN	5,953.50	
			8386	7/14/2023	CITY ATTORNEY JUN	2,003.75	
			8385	7/14/2023	CITY ATTORNEY JUN	1,042.60	
			8388	7/14/2023	CITY ATTORNEY JUN	743.22	
			8387	7/14/2023	CITY ATTORNEY JUN	177.50	
			8362	7/14/2023	CITY ATTORNEY JUN	73.20	17,811.77
5089	7/28/2023	kle01	KLEINFELDER 1435520	7/17/2023	CDM BRIDGE JUN	46,924.24	46,924.24
	Voucher:	5089					
5090	7/28/2023	mic11	MICHAEL BAKER INTERNATIC1184917	7/14/2023	CITY ENGINEER JUN	22,351.13	22,351.13
	Voucher:	5090					
5091	7/28/2023	mik03	MIKHAIL OGAWA ENGINEERIM10852	7/2/2023	TRASH CAP DEV JUN	2,787.70	
	Voucher:	5091	10853	7/2/2023	FOG SRVCS JUN	866.12	3,653.82
5092	7/28/2023	nv501	NV5 INC 340270	7/13/2023	BEACH COLONY PED DESIGN	5,577.50	5,577.50
	Voucher:	5092					
5093	7/28/2023	par51	PARKWOOD LANDSCAPE MAI105654	7/20/2023	LANDSCAPNG SRVCS JUN	10,800.00	10,800.00
	Voucher:	5093					
5094	7/28/2023	san12	SAN DIEGO COUNTY SHERIFI07172023	7/17/2023	LAW ENF JUN	218,658.33	218,658.33
	Voucher:	5094					
5095	7/28/2023	san03	SAN DIEGO COUNTY WATER.0623-2	7/12/2023	RAW WATER JUN	176,997.37	176,997.37
	Voucher:	5095					
5096	7/28/2023	wex01	WEX BANK 0496-00-496745	7/23/2023	GAS & OIL CS JUN	365.25	365.25
	Voucher:	5096					
Sub total for EFT GENERAL ACCOUNT US BANK:							503,139.41

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136913	7/28/2023	cal67	CALIFORNIA BUILDING STAND	APR - JUN 2023	7/25/2023	BLDG STANDARDS FEE Q4	349.00	349.00
		Voucher: 136913						
136914	7/28/2023	sol01	CITY OF SOLANA BEACH	220453	6/27/2023	SEWER FAC LEASE QTR 4 FY	28,599.00	
		Voucher: 136914		07252023	7/25/2023	OFF TRACK JUN	1,352.38	29,951.38
136915	7/28/2023	cla15	CLAIMS MANAGEMENT ASSO	522078	7/16/2023	CLAIMS ADMIN OCT/JUN	900.00	900.00
		Voucher: 136915						
136916	7/28/2023	cou01	COUNTY OF SAN DIEGO	JUN-23	7/25/2023	PARKING BAIL JUN	31,462.00	31,462.00
		Voucher: 136916						
136917	7/28/2023	fro10	CRAIG FROWNFELTER	07242023	7/24/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136917						
136918	7/28/2023	bee04	DENNIS L JOBE, DBA BEE CH	924808	7/15/2023	BEE REMOVAL JUN	350.00	350.00
		Voucher: 136918						
136919	7/28/2023	dep07	DEPT OF CONSERVATION	APR-JUN 2023	7/25/2023	SMIP FEES 4Q	1,107.90	1,107.90
		Voucher: 136919						
136920	7/28/2023	dun10	DUNN FAMILY LIVING TRUST	07242023	7/24/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136920						
136921	7/28/2023	hil01	HF&H CONSULTANTS LLC	9720367	7/7/2023	WTR/WASTEWTR RATE STUI	4,121.25	4,121.25
		Voucher: 136921						
136922	7/28/2023	arn04	KATIE ARNER	07242023	7/24/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 136922						
136923	7/28/2023	lif01	LIFE-ASSIST	1337203	6/22/2023	AMBULANCE SUPP FIRE	351.83	351.83
		Voucher: 136923						
136924	7/28/2023	man12	MANERI TRAFFIC CONTROL I	18717	6/26/2023	PERMA-PATCH SUPP PW	1,455.08	1,455.08
		Voucher: 136924						
136925	7/28/2023	sdq01	SAN DIEGO GAS & ELECTRIC	0042 2198 4063	7/18/2023	UTILITIES JUN	5,354.77	5,354.77
		Voucher: 136925						
136926	7/28/2023	san20	SAN DIEGUITO RIVER PARK,	07252023	7/25/2023	OFF TRACK JUN	676.19	676.19
		Voucher: 136926						
136927	7/28/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13638557	7/7/2023	PORTABLE RESTROOM SRVC	304.50	304.50
		Voucher: 136927						
Sub total for GENERAL ACCOUNT US BANK:							78,783.90	

24 checks in this report.

Grand Total All Checks: 581,923.31

Jm
7/28/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5097	7/28/2023	avi03	AVI SYSTEMS INC	88892064	7/17/2023	TV STUDIO SUPP	12,250.00	12,250.00
	Voucher:	5097						
5098	7/28/2023	cof01	COFFEE AMBASSADOR, INC.	INV36510	7/18/2023	COFFEE - CH	284.72	284.72
	Voucher:	5098						
5099	7/28/2023	dix01	DIXIELINE LUMBER CO	06-0515208	7/17/2023	CLEANING SUPPLIES CS	204.49	
	Voucher:	5099		06-0515267	7/17/2023	PAINT SUPP PW	33.07	
				06-0515098	7/14/2023	MAINT/REPAIR SUPP PW	17.97	
				06-0514776	7/12/2023	MAINT/REPAIR SUPP PW	2.24	257.77
5100	7/28/2023	won05	E&M ELECTRIC & MACHINERY	425541	7/12/2023	SCADA SOFTWARE RNWL	2,810.00	2,810.00
	Voucher:	5100						
5101	7/28/2023	adt01	JOHNSON CONTROLS SEC S	39069970	7/8/2023	ALARM SRVCS AUG/OCT	564.10	564.10
	Voucher:	5101						
5102	7/28/2023	ful01	KURT MORGAN	40929	7/17/2023	BUSINESS CARDS	70.88	70.88
	Voucher:	5102						
5103	7/28/2023	lou01	LOUKELTON DISTRIBUTING I	80242	7/17/2023	JANITORIAL SUPP PW	1,027.69	
	Voucher:	5103		80224	7/11/2023	JANITORIAL SUPP PW	554.45	
				80241	7/19/2023	JANITORIAL SUPP PW	424.09	2,006.23
5104	7/28/2023	par36	PPT HOLDINGS I LLC	PUSA10090107	7/13/2023	ANNUAL DESKTOP/SERVER I	3,772.68	3,772.68
	Voucher:	5104						
5105	7/28/2023	pru01	PRUDENTIAL OVERALL SUPP	132199944	7/14/2023	UNIFORMS PW	123.85	
	Voucher:	5105		132199942	7/14/2023	FLOOR MATS PW	15.47	
				132199943	7/14/2023	SHOP TOWELS PW	3.72	143.04
5106	7/28/2023	san56	SAN ELIJO JOINT POWERS, A	07052023	7/5/2023	OPERATIONS & MAINT 1Q	209,528.00	209,528.00
	Voucher:	5106						
5107	7/28/2023	wex01	WEX BANK	0496-00-496745	7/23/2023	GAS & OIL CS JUL	934.98	934.98
	Voucher:	5107						
Sub total for EFT GENERAL ACCOUNT US BANK:								232,622.40

Bank : gusbnk GENERAL ACCOUNT US BANF

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136928	7/28/2023	adt02	ADT SECURITY SERVICES	1003941540	7/13/2023	ALARM PW AUG	112.77	112.77
		Voucher:	136928					
136929	7/28/2023	sbc03	AT&T	9391054486	7/20/2023	TELEPHONE JUL	184.13	184.13
		Voucher:	136929					
136930	7/28/2023	sbc03	AT&T	9391031502	7/20/2023	TELEPHONE JUL	65.40	65.40
		Voucher:	136930					
136931	7/28/2023	sbc03	AT&T	9391026230	7/20/2023	TELEPHONE JUL	53.23	53.23
		Voucher:	136931					
136932	7/28/2023	sbc03	AT&T	9391031506	7/20/2023	TELEPHONE JUL	52.24	52.24
		Voucher:	136932					
136933	7/28/2023	cal33	CALOLYMPIC SAFETY	403714-1	7/13/2023	GLOVE SUPP PW	177.24	
		Voucher:	136933	403743	7/7/2023	SAFETY VESTS PW	76.79	254.03
136934	7/28/2023	cha71	CHARTER COMM HOLDINGS	8448410060151	7/14/2023	INTERNET CH JUL	1,254.06	
		Voucher:	136934	8448410010640	7/11/2023	ETHERNET INTERSTATE/PEC	436.37	
				8448410060152	7/14/2023	METRO ETHERNET FIRE JUL	291.66	
				8448410060151	7/15/2023	FIBER CONNECTION FIRE JU	291.66	
				8448410060151	7/15/2023	INTERNET TV STUDIO JUL	84.31	2,358.06
136935	7/28/2023	cit18	CITY OF EL CAJON	350	7/6/2023	METRO JPA FY24	146.00	146.00
		Voucher:	136935					
136936	7/28/2023	cms01	CM SOLAR ELECTRIC INC	07252023	7/25/2023	REFUND REF B2023-0071	264.93	264.93
		Voucher:	136936					
136937	7/28/2023	del06	DEL MAR AUTOMOTIVE SERV	45376	7/13/2023	VEHICLE MAINT PW #88	106.96	106.96
		Voucher:	136937					
136938	7/28/2023	bee04	DENNIS L JOBE, DBA BEE CH	924809	7/15/2023	BEE REMOVAL JUL	320.00	320.00
		Voucher:	136938					
136939	7/28/2023	req02	GOVERNMENT TRAINING AGE	17128	7/18/2023	CCMA ANNUAL FEE FY24	1,000.00	1,000.00
		Voucher:	136939					
136940	7/28/2023	por10	PORTABLE STORAGE CORP	152866	7/20/2023	STORAGE CS AUG	176.00	176.00
		Voucher:	136940					
136941	7/28/2023	san107	SAN DIEGO DIVERS	40148	7/19/2023	SCUBA EQUIP MAINT	45.00	
		Voucher:	136941	40162	7/20/2023	SCUBA EQUIP MAINT	24.00	69.00
136942	7/28/2023	ols09	SEAN D. OLSON, DBA JIM'S SI	11192	7/21/2023	PLAQUE SENATOR BLAKESP	230.11	230.11
		Voucher:	136942					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136943	7/28/2023	ter01	TERMINIX INT CO LTD, PARTN	435543559	7/11/2023	PEST CONTROL SRVCS CH	140.00
	Voucher:	136943		435550900	7/11/2023	PEST CONTROL SRVCS PW	124.00
				435540710	7/11/2023	PEST CONTROL SRVCS CS	113.00
				435543769	7/11/2023	PEST CONTROL SRVCS LIBR	100.80
				435540810	7/11/2023	PEST CONTROL SRVCS PHC	94.00
							571.80
136944	7/28/2023	tor09	TORREY PACIFIC CORP	07202023	7/20/2023	REIMB MAY 2023 TREE TRIMI	3,328.00
	Voucher:	136944					3,328.00
136945	7/28/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13638741	7/7/2023	PORTABLE RESTROOM SRVC	6,836.32
	Voucher:	136945					6,836.32
136946	7/28/2023	act03	WILLIAMS SCOTSMAN INC	9018267304	7/15/2023	MOBILE OFFICE PW JUL/AUG	156.12
	Voucher:	136946					156.12
Sub total for GENERAL ACCOUNT US BANK:							16,285.10

30 checks in this report.

Grand Total All Checks: 248,907.50

JM
7/27/23

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3902	7/28/2023	irs01	IRS, UNITED STATES TREASURY Ben171780	7/28/2023	FEDERAL TAX: PAYMENT	39,487.85	39,487.85
		Voucher:	3902				
3903	7/28/2023	per01	PERS Ben171782	7/28/2023	PERS CONTRIBUTIONS: PAYMEN	50,724.70	50,724.70
		Voucher:	3903				
3904	7/28/2023	edd01	EMPLOYMENT DEVELOPMENT DBen171784	7/28/2023	STATE TAX: PAYMENT	10,936.91	10,936.91
		Voucher:	3904				
Sub total for GENERAL ACCOUNT US BANK:							101,149.46

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5108	7/28/2023	uni21	DEL MAR CITY EMPLOYEES ASSBen171776	7/28/2023	DMCEA DUES: PAYMENT	253.00	253.00
		Voucher:	5108				
5109	7/28/2023	nat15	NATIONAL BENEFIT SERVICES, LBen171766	7/28/2023	SEC. 125 FLEXIBLE SAVINGS AC	1,406.24	1,406.24
		Voucher:	5109				
5110	7/28/2023	mis07	STATE ST BANK & TRUST CO 401Ben171778	7/28/2023	401A PLAN: PAYMENT	510.39	510.39
		Voucher:	5110				
5111	7/28/2023	mis08	STATE ST BANK & TRUST CO 457Ben171768	7/28/2023	MISSION SQUARE 457B: PAYMEI	10,934.72	10,934.72
		Voucher:	5111				
5112	7/28/2023	mis09	STATE ST BANK & TRUST CO. RHBen171770	7/28/2023	RETIREMENT HEALTH SAVINGS	647.91	647.91
		Voucher:	5112				
5113	7/28/2023	par21	U.S. BANK PARS FFC 6746022400Ben171774	7/28/2023	PUBLIC AGENCY RETIREMENT S	5,091.14	5,091.14
		Voucher:	5113				
Sub total for EFT GENERAL ACCOUNT US BANK:							18,843.40

9 checks in this report.

Grand Total All Checks: 119,992.86



Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136947	7/31/2023	irs04	DEPARTMENT OF TREASURY CP161	7/10/2023	IRS DE88 1ST QTR TAX DUE 1S	348.28	348.28
		Voucher: 136947					
136948	7/31/2023	irs01	IRS, UNITED STATES TREASURY 2nd Qtr Medi	6/30/2023	2ND QTR DE88 TAX DUE	13.38	13.38
		Voucher: 136948					
Sub total for GENERAL ACCOUNT US BANK:							361.66

2 checks in this report.

Grand Total All Checks: 361.66



Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5114	8/4/2023	cit11	CITY OF ENCINITAS	2771	6/30/2023	FIRE MGT SERV Q3/Q4	119,318.00
	Voucher:	5114		2770	6/30/2023	COOP RESOURCE POOL	7,050.84
				2769	6/30/2023	KRONOS SFTWR/VHF RADIO	1,439.18
							127,808.02
5115	8/4/2023	del14	DEL MAR VILLAGE ASSOCIATI2		8/1/2023	DMVA AGRMNT JUN	26,688.40
	Voucher:	5115					26,688.40
5116	8/4/2023	mof04	MOFFATT & NICHOL	00780557	7/18/2023	SHORELINE MGT PROJ JUN	20,684.25
	Voucher:	5116					20,684.25
5117	8/4/2023	uni03	SAN DIEGO - UNION TRIBUNE7931946		5/11/2023	AD PUBLIC HEARING	87.64
	Voucher:	5117					87.64
5118	8/4/2023	pav05	VAIDA PAVOLAS	2023-04	7/24/2023	CC MTG MINUTES 6/16-7/15/2	120.00
	Voucher:	5118					120.00
Sub total for EFT GENERAL ACCOUNT US BANK:							175,388.31

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
136949	8/4/2023	ale04	ALESHIRE & WYNDER LLP	77536	7/24/2023	ATTORNEY SRVCS JUN	3,874.44	3,874.44
		Voucher: 136949						
136950	8/4/2023	bkm01	BKM OFFICEWORKS LLC	763537	5/3/2023	FILING CABINET CH	513.35	513.35
		Voucher: 136950						
136951	8/4/2023	nes01	BLUETRITON BRANDS INC, DI03G0033982810		7/22/2023	WATER PW	132.85	132.85
		Voucher: 136951						
136952	8/4/2023	cal87	CALIFORNIA BACKFLOW AND3862		7/14/2023	TEST/CERTIFY BACKFLOW D	3,604.00	3,604.00
		Voucher: 136952						
136953	8/4/2023	cha71	CHARTER COMM HOLDINGS I8448410060151		7/15/2023	FIBER CONNECTION CS JUN	355.06	355.06
		Voucher: 136953						
136954	8/4/2023	cit07	CITY OF SAN DIEGO	1000361380	7/25/2023	LOS PENASQUITOS WQIP FY	2,064.98	2,064.98
		Voucher: 136954						
136955	8/4/2023	sol01	CITY OF SOLANA BEACH	220457	7/10/2023	SB DEP CHIEF 1/1-6/30/23	278.00	278.00
		Voucher: 136955						
136956	8/4/2023	del21	DEL MAR TELEVISION FOUNC001-23		5/31/2023	TELEVISED MTGS JAN/MAR	24,135.75	
		Voucher: 136956	002-23		6/27/2023	TELEVISED MTGS APR/JUN	24,135.75	48,271.50
136957	8/4/2023	fis12	FISHER INTEGRATED INC	1963	7/26/2023	VIDEO STREAMING JUN	850.00	850.00
		Voucher: 136957						
136958	8/4/2023	man12	MANERI TRAFFIC CONTROL I18718		6/26/2023	MAINT/REPAIR SUPP PW	1,435.50	
		Voucher: 136958	18719		6/26/2023	MAINT/REPAIR SUPP PW	626.40	2,061.90
136959	8/4/2023	pet01	PETTY CASH	PETTY CASH F	7/27/2023	OPERATING SUPP SEP/MAY	234.57	234.57
		Voucher: 136959						
136960	8/4/2023	pho01	PHOENIX GROUP INFO SYSTI062023036		7/18/2023	CITE SRVCS JUN	10,784.01	
		Voucher: 136960	0620231036		7/18/2023	ADMIN CITE SRVCS JUN	409.07	11,193.08
136961	8/4/2023	ter01	TERMINIX INT CO LTD, PARTM433262797		5/9/2023	PEST CONTROL SRVCS FIRE	51.00	
		Voucher: 136961	432299747		4/14/2023	PEST CONTROL SRVCS FIRE	51.00	
			431096141		3/10/2023	PEST CONTROL SRVCS FIRE	48.00	
			430059731		2/10/2023	PEST CONTROL SRVCS FIRE	48.00	198.00
136962	8/4/2023	ver12	VERIZON	72636743	7/20/2023	SCADA SECURE CLOUD JUN	307.50	307.50
		Voucher: 136962						
Sub total for GENERAL ACCOUNT US BANK:								73,939.23

19 checks in this report.

Grand Total All Checks: 249,327.54

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8/2/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5119	8/4/2023	cal81	CALLTOWER INC	201540921	7/26/2023	TELEPHONE AUG	3,027.21	3,027.21
		Voucher:	5119					
5120	8/4/2023	cdw01	CDW GOVERNMENT	KS77872	7/18/2023	SOFTWARE LIC MAINT	3,000.49	
		Voucher:	5120	KS33019	7/15/2023	CISCO MERAKI ANNUAL LICE	2,089.48	5,089.97
5121	8/4/2023	cor15	CORONADO MOBILE STORACAUG-23		8/1/2023	STORAGE CONTRS AUG	255.00	255.00
		Voucher:	5121					
5122	8/4/2023	del76	DE LAGE LANDEN FINANCIAL 80505592		7/24/2023	COPIER CS AUG	70.15	70.15
		Voucher:	5122					
5123	8/4/2023	del31	DELL MARKETING L.P.	10687609626	7/25/2023	COMPUTER HARDWARE	17,236.06	17,236.06
		Voucher:	5123					
5124	8/4/2023	dix01	DIXIELINE LUMBER CO	06-0516202	7/24/2023	CLEANING SUPPLIES CS	379.76	
		Voucher:	5124	06-0516923	7/27/2023	KITCHEN FAUCET SUPP CS	347.50	
				06-0516490	7/25/2023	CLEANING SUPPLIES FIRE	316.90	
				06-0514625	7/12/2023	MAINT/REPAIR SUPP PW	196.80	
				06-0516133	7/24/2023	WHEELBARROW PW	88.08	
				06-0515870	7/20/2023	ELECTRICAL SUPP PW	36.30	1,365.34
5125	8/4/2023	lou01	LOUKELTON DISTRIBUTING II 80281		7/24/2023	JANITORIAL SUPP PW	940.47	940.47
		Voucher:	5125					
5126	8/4/2023	nex03	NEXTREQUEST CO.	28272	6/15/2023	PUBLIC RECORDS SFTWR F\	5,744.14	5,744.14
		Voucher:	5126					
5127	8/4/2023	pit06	PITNEY BOWES INC	1023555995	7/24/2023	POSTAGE MACHINE SUPP JL	189.54	189.54
		Voucher:	5127					
5128	8/4/2023	pru01	PRUDENTIAL OVERALL SUPP 132201171		7/21/2023	UNIFORMS PW	57.34	
		Voucher:	5128	131016651	5/15/2023	UNIFORMS PW	-13.48	43.86
5129	8/4/2023	red04	REFLEX TRAFFIC SYSTEMS INV0058650		7/31/2023	REDLIGHT CAMERA JUL	5,120.61	5,120.61
		Voucher:	5129					
5130	8/4/2023	sou07	SOUTHERN CALIFORNIA FLEIES17007		7/13/2023	FIRE ENG MAINT JUL	1,369.51	
		Voucher:	5130	ES17091	7/21/2023	FIRE ENG MAINT JUL	1,261.78	2,631.29
Sub total for EFT GENERAL ACCOUNT US BANK:								41,713.64

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136963	8/4/2023	ace02 ACE UNIFORMS LLC	VS0107610	7/12/2023	UNIFORMS FIRE	762.00	762.00
		Voucher: 136963					
136964	8/4/2023	sbc03 AT&T	9391026231	7/20/2023	TELEPHONE JUL	52.24	52.24
		Voucher: 136964					
136965	8/4/2023	sbc03 AT&T	9391026228	7/20/2023	TELEPHONE JUL	26.89	26.89
		Voucher: 136965					
136966	8/4/2023	sbc03 AT&T	9391065056	7/27/2023	TELEPHONE JUL	25.38	25.38
		Voucher: 136966					
136967	8/4/2023	sbc03 AT&T	9391065054	7/27/2023	TELEPHONE JUL	25.37	25.37
		Voucher: 136967					
136968	8/4/2023	sbc03 AT&T	9391065053	7/27/2023	TELEPHONE JUL	25.37	25.37
		Voucher: 136968					
136969	8/4/2023	sbc03 AT&T	9391065055	7/27/2023	TELEPHONE JUL	25.37	25.37
		Voucher: 136969					
136970	8/4/2023	cha71 CHARTER COMM HOLDINGS	18448410060153	7/24/2023	VIDEO TRANSPORT/PEG AUC	436.37	
		Voucher: 136970	8448410060151	7/15/2023	FIBER CONNECTION PW JUL	355.06	
			8448410060151	7/15/2023	FIBER CONNECTION CS JUL	355.06	
			8448410060151	7/14/2023	METRO ETHERNET CS JUL	355.06	
			8448410060171	7/13/2023	PUBLIC WIFI PHCC JUL	137.98	
			8448410060153	7/21/2023	PUBLIC WIFI AUG	119.98	
			8448410060174	7/13/2023	INTERNET CS JUL	87.98	1,847.49
136971	8/4/2023	cos04 CO'S TRAFFIC CONTROL, INC	00160682	7/24/2023	OPENING DAY TRAFFIC SIGN	1,782.00	1,782.00
		Voucher: 136971					
136972	8/4/2023	cos06 COSCO FIRE PROTECTION INC	1000623175	7/7/2023	ANNUAL ALARM MONITORING	2,100.00	2,100.00
		Voucher: 136972					
136973	8/4/2023	fir01 FIRE ETC.	181632	6/22/2023	WILDLAND HOSE PACKS FIRE	732.68	732.68
		Voucher: 136973					
136974	8/4/2023	gal02 GALLS LLC	025038857	7/12/2023	UNIFORM SHIRTS PRKG ENF	168.19	
		Voucher: 136974	025014226	7/10/2023	UNIFORM BELT PRKG ENF	32.61	200.80
136975	8/4/2023	kel12 KELLY SPICERS STORES	11363532	7/26/2023	COPY PAPER CH FY24	1,133.72	1,133.72
		Voucher: 136975					
136976	8/4/2023	lie01 LIEBERT, CASSIDY WHITMOR	06242023	6/24/2023	ERC MBRSHF FY24	900.00	900.00
		Voucher: 136976					
136977	8/4/2023	per19 MARK J. PERLMUTTER, DBA FN	072623-3	7/26/2023	AUDIO SPEAKER/WIRELESS	2,065.17	2,065.17
		Voucher: 136977					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136978	8/4/2023	con17	OCCUPATIONAL HEALTH CTR79918085	7/19/2023	EMPLOYEE TESTING JUL	1,049.00	
	Voucher:	136978	79990984	7/20/2023	EMPLOYEE TESTING JUL	1,049.00	
			79839961	7/7/2023	EMPLOYEE TESTING JUL	341.00	2,439.00
136979	8/4/2023	rcp01	RCP BLOCK & BRICK INC. 32915706	7/25/2023	BULK FERTILIZED SOIL PW	191.31	191.31
	Voucher:	136979					
136980	8/4/2023	san112	SAN DIEGO HUMANE SOCIETY AUG-23	8/1/2023	ANIMAL SRVCS AUG	4,048.00	4,048.00
	Voucher:	136980					
136981	8/4/2023	sdo01	SDO PERKINS COIE 07312023	7/31/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	136981					
136982	8/4/2023	sig12	SIGNA DIGITAL SOLUTIONS IMAR-S295713	7/27/2023	COPIER - CH 7/27-10/26/23	616.16	
	Voucher:	136982	AR-S295627	7/26/2023	COPIER - PW 7/26-10/25/23	234.74	
			AR-S295626	7/26/2023	COPIER - PW 5/28-7/27/23	59.24	910.14
136983	8/4/2023	uni25	STAXUP - UNITS LLC 021 17395	7/26/2023	STORAGE CS AUG	289.85	289.85
	Voucher:	136983					
136984	8/4/2023	sun16	SUNLINE ENGINEERING 07312023	7/31/2023	REFUND REF DUP PYMT	266.43	266.43
	Voucher:	136984					
136985	8/4/2023	ter01	TERMINIX INT CO LTD, PARTM435549500	7/11/2023	PEST CONTROL SRVCS FIRE	51.00	51.00
	Voucher:	136985					
136986	8/4/2023	t-mo01	T-MOBILE USA INC 980755647	7/21/2023	TELEPHONE JUL	11.90	11.90
	Voucher:	136986					
136987	8/4/2023	uni32	UNITED WAY OF SD COUNTY 07262023	7/26/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	136987					
136988	8/4/2023	uni29	UNIVERSAL SITE SERVICES II23029162	7/15/2023	CH GARAGE SWEEPING JUL	160.00	160.00
	Voucher:	136988					
136989	8/4/2023	ver03	VERIZON WIRELESS 570653198-000C	7/18/2023	TELEPHONE JUL	435.65	435.65
	Voucher:	136989					
136990	8/4/2023	ver03	VERIZON WIRELESS 872374736-000C	7/18/2023	TELEPHONE JUL	227.60	227.60
	Voucher:	136990					
136991	8/4/2023	ver03	VERIZON WIRELESS 872374736-000C	7/18/2023	TELEPHONE JUL	225.81	225.81
	Voucher:	136991					
136992	8/4/2023	ver03	VERIZON WIRELESS 570653198-000C	7/18/2023	TELEPHONE JUL	213.48	213.48
	Voucher:	136992					
136993	8/4/2023	ver03	VERIZON WIRELESS 542070053-000C	7/20/2023	TELEPHONE JUL	164.48	164.48
	Voucher:	136993					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
136994	8/4/2023	ver03	VERIZON WIRELESS	570653198-0000	7/18/2023	TELEPHONE JUL	114.03	114.03
	Voucher:	136994						
136995	8/4/2023	ver03	VERIZON WIRELESS	570653198-0000	7/18/2023	TELEPHONE JUL	38.01	38.01
	Voucher:	136995						
Sub total for GENERAL ACCOUNT US BANK:								23,091.17

45 checks in this report.

Grand Total All Checks: 64,804.81

Jm
8/2/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5131	8/11/2023	can05	PACIFIC SWEEPING, A CANNK157056PS	6/23/2023	ST SWEEPING JUN	5,414.31	
	Voucher:	5131	23001705	7/31/2023	ST SWEEPING CREDIT	-1,404.64	4,009.67
5132	8/11/2023	uti01	UTILITY SPECIALISTS INC 24377	7/31/2023	UP - 1A STRATFORD - JUN	45,575.75	
	Voucher:	5132	24378	7/31/2023	UP - X1A CREST - JUN	8,459.50	
			24379	7/31/2023	UP - 1B STRATFORD - JUN	1,235.00	
			24380	7/31/2023	UP - 1A STRATFORD - REIMB	150.43	55,420.68
Sub total for EFT GENERAL ACCOUNT US BANK:							59,430.35

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
136996	8/11/2023	cla15	CLAIMS MANAGEMENT ASSO	522082	7/29/2023	CLAIMS ADMIN JUN	453.15
	Voucher:	136996		522080	7/29/2023	CLAIMS ADMIN JUN	270.30
				522083	7/29/2023	CLAIMS ADMIN JUN	214.65
				522084	7/29/2023	CLAIMS ADMIN JUN	159.00
				522081	7/29/2023	CLAIMS ADMIN JUN	119.25
136997	8/11/2023	coo14	COOPERATIVE PERSONNEL	50010472	7/29/2023	HR CONSULTING JUN	1,932.50
	Voucher:	136997					1,216.35
							1,932.50
136998	8/11/2023	inc01	CURTIS	INV718595	6/27/2023	WILDLAND TOOLS/EQUIP FIF	1,274.75
	Voucher:	136998		CM34284	10/31/2022	CREDIT - EQUIP/RADIO SUPP	-652.49
							622.26
136999	8/11/2023	lal01	JOHN B LALLEY JR, DBA LALL	221	6/1/2023	ELECTR SRVCS CH	605.00
	Voucher:	136999					605.00
137000	8/11/2023	rod09	NANCIE RODRIGUEZ	08042023	8/4/2023	REFUND REF DEPOSIT PHCC	964.80
	Voucher:	137000					964.80
Sub total for GENERAL ACCOUNT US BANK:							5,340.91

7 checks in this report.

Grand Total All Checks: 64,771.26

MG 8/9/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5133	8/11/2023	kay01	ADAM KAYE	JUL-23	7/1/2023	COMM SRVCS JUL	4,725.00	4,725.00
		Voucher:	5133					
5134	8/11/2023	als02	ALS GROUP USA CORP	522303540	7/13/2023	WATER SAMPLING JUL	676.00	676.00
		Voucher:	5134					
5135	8/11/2023	cor11	CORODATA MEDIA STORAGE DS1305917		7/31/2023	STORAGE SRVCS JUL	233.33	233.33
		Voucher:	5135					
5136	8/11/2023	del76	DE LAGE LANDEN FINANCIAL 80505401		7/24/2023	COPIER PW JUL	152.20	152.20
		Voucher:	5136					
5137	8/11/2023	del31	DELL MARKETING L.P.	10688318573	7/28/2023	MICROSOFT OFFICE PRO PL	13,983.20	13,983.20
		Voucher:	5137					
5138	8/11/2023	dix01	DIXIELINE LUMBER CO	06-0517221	7/31/2023	MAINT/REPAIR SUPP PW	461.63	461.63
		Voucher:	5138					
5139	8/11/2023	lou01	LOUKELTON DISTRIBUTING II80309		8/1/2023	JANITORIAL SUPP PW	1,174.50	
		Voucher:	5139	80312	8/2/2023	JANITORIAL SUPP PW	1,112.60	
				80310	7/31/2023	JANITORIAL SUPP PW	493.88	
				80321	8/1/2023	JANITORIAL SUPP PW	111.09	
				80299	7/26/2023	JANITORIAL SUPP PW	69.87	
				80306	7/31/2023	UTENSIL CADDY PW	47.35	3,009.29
5140	8/11/2023	can05	PACIFIC SWEEPING, A CANN(INV-2131		8/1/2023	ST SWEEPING JUL	5,626.10	5,626.10
		Voucher:	5140					
5141	8/11/2023	par51	PARKWOOD LANDSCAPE MAI105655		7/20/2023	PWRHOUSE PARK TOT LOT M	1,680.00	1,680.00
		Voucher:	5141					
5142	8/11/2023	pru01	PRUDENTIAL OVERALL SUPP 132202411		7/28/2023	UNIFORMS PW	76.87	
		Voucher:	5142	132202409	7/28/2023	FLOOR MATS PW	15.47	
				132202410	7/28/2023	SHOP TOWELS PW	3.72	96.06
5143	8/11/2023	sol06	SOLANA CENTER FOR ENV 40-45-7-23		8/1/2023	SB1383 SUPP JUL	2,200.34	2,200.34
		Voucher:	5143					
5144	8/11/2023	bnv01	THE BANK OF NY MELLON TR034897		8/2/2023	OCEAN VIEW BOND PYMT	53,662.50	53,662.50
		Voucher:	5144					
5145	8/11/2023	tri11	TRISTAR RISK MGT	113194	7/2/2023	WC CLAIMS ADM JUL	1,644.50	1,644.50
		Voucher:	5145					
5146	8/11/2023	tru09	TRUE NORTH COMPLIANCE SDM23-07		8/8/2023	BLDG CODE PC & INSP JUL	62,399.12	62,399.12
		Voucher:	5146					

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5147	8/11/2023	wex01 WEX BANK Voucher: 5147	0496-00-495760	8/6/2023	GAS & OIL FIRE JUL/AUG	1,158.46	1,158.46
Sub total for EFT GENERAL ACCOUNT US BANK:							151,707.73

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137001	8/11/2023	sbc03 AT&T	9391059863	8/1/2023	TELEPHONE JUL	396.04	396.04
		Voucher: 137001					
137002	8/11/2023	emb02 CHRIS GIAQUINTA, DBA EMBF851435		7/31/2023	EMBROIDERY SRVCS PW	446.24	446.24
		Voucher: 137002					
137003	8/11/2023	cin02 CINTAS	5168757926	7/27/2023	FIRST AID KIT SUPP PW	213.08	213.08
		Voucher: 137003					
137004	8/11/2023	cit07 CITY OF SAN DIEGO	1000361564	7/27/2023	METRO SEWER 1ST QTR	5,914.00	5,914.00
		Voucher: 137004					
137005	8/11/2023	sol01 CITY OF SOLANA BEACH	08082023	8/8/2023	OFF TRACK JUL	572.57	572.57
		Voucher: 137005					
137006	8/11/2023	hds01 CORE & MAIN LP	T295344	7/28/2023	WATER PARTS PW INVENTOI	720.44	
		Voucher: 137006	T295445	7/28/2023	WATER PARTS PW INVENTOI	673.44	1,393.88
137007	8/11/2023	cor07 CORODATA RECORDS MGT INRS4926730		7/31/2023	STORAGE SRVCS JUL	155.36	155.36
		Voucher: 137007					
137008	8/11/2023	dai02 DAILY JOURNAL CORP	A3724877	8/2/2023	BID NOTICE BEACH COLONY	157.50	157.50
		Voucher: 137008					
137009	8/11/2023	del06 DEL MAR AUTOMOTIVE SERV45522		8/1/2023	VEHICLE MAINT PW #75	942.60	
		Voucher: 137009	45539	8/2/2023	VEHICLE MAINT PW #81	868.73	1,811.33
137010	8/11/2023	del02 DEL MAR BLUE PRINT CO, INC582887		8/2/2023	ADMIN CITATION BOOKLETS	450.88	450.88
		Voucher: 137010					
137011	8/11/2023	fer07 FERGUSON ENTERPRISES IN0831891		7/27/2023	WATER METER PARTS	247.95	247.95
		Voucher: 137011					
137012	8/11/2023	ats01 GARDA CL WEST LOCKBOX #10746180		8/1/2023	ARMORED SRVCS AUG	646.84	646.84
		Voucher: 137012					
137013	8/11/2023	req02 GOVERNMENT TRAINING AGE17156		8/3/2023	EMP RELATIONS CONSORT E	672.00	672.00
		Voucher: 137013					
137014	8/11/2023	hiw01 HI-WAY SAFETY INC.	146081	8/2/2023	ROADMAX YELLOW PAINT PV	89.16	89.16
		Voucher: 137014					
137015	8/11/2023	ips02 IPS GROUP INC	INV87202	7/31/2023	PRKG MTR TRANS FEE JUL	4,313.07	4,313.07
		Voucher: 137015					
137016	8/11/2023	tom04 JAMES TOMES	08022023	8/2/2023	REFUND REF PHCC DEPOSIT	800.00	800.00
		Voucher: 137016					
137017	8/11/2023	lal01 JOHN B LALLEY JR, DBA LALL222		7/24/2023	ELECTR SRVCS PHCC	763.00	763.00
		Voucher: 137017					

Bank : gusbnk GENERAL ACCOUNT US BANr (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
137018	8/11/2023	nap01	NAPA AUTO PARTS	690774	8/3/2023	VEHICLE MAINT SUPP PW	168.46	168.46
		Voucher:	137018					
137019	8/11/2023	nat16	NATIONAL SAFETY COMPLIAN	94817	7/31/2023	EMPLOYEE TESTING	242.73	242.73
		Voucher:	137019					
137020	8/11/2023	off03	OFFICE DEPOT	323972806001	7/24/2023	OFFICE SUPPLIES CH	266.09	266.09
		Voucher:	137020					
137021	8/11/2023	par35	PARADIGM MECHANICAL COF	5737	7/27/2023	MAINT HVAC SRVCS TOWN F	1,205.00	1,205.00
		Voucher:	137021					
137022	8/11/2023	rcp01	RCP BLOCK & BRICK INC.	32922045	8/2/2023	BULK FERTILIZED SOIL PW	382.64	382.64
		Voucher:	137022					
137023	8/11/2023	sdq02	SAN DIEGO GAS & ELECTRIC	0067 3735 0888	8/4/2023	UTILITIES JUL	290.49	
		Voucher:	137023	0012 6209 1548	8/1/2023	UTILITIES JUL	119.64	
				0085 7750 3585	8/4/2023	UTILITIES JUL	17.77	
				0099 5222 5392	8/3/2023	UTILITIES JUL	16.86	
				0066 5491 5032	8/3/2023	UTILITIES JUL	11.36	456.12
137024	8/11/2023	san20	SAN DIEGUITO RIVER PARK,	108082023	8/8/2023	OFF TRACK JUL	286.29	286.29
		Voucher:	137024					
137025	8/11/2023	und01	UNDERGROUND SERVICE ALI	720230221	8/1/2023	CONT SRVCS JUL	48.50	48.50
		Voucher:	137025					
137026	8/11/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13650073	7/20/2023	PORTABLE RESTROOM SRVC	320.82	
		Voucher:	137026	114-13644329	7/12/2023	PORTABLE RESTROOM SRVC	1,450.85	
				114-13648852	7/19/2023	PORTABLE RESTROOM SRVC	565.25	
				114-13648851	7/19/2023	PORTABLE RESTROOM SRVC	265.25	2,602.17
Sub total for GENERAL ACCOUNT US BANK:								24,700.90

41 checks in this report.

Grand Total All Checks: 176,408.63

MG 8/9/23

Bank : gusbnk GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
137027	8/11/2023	usb03	US BANK CORP PYMT SYSTE	4246-0445-5565	7/24/2023	US BANK CHARGES JUN	1,321.99	1,321.99
	Voucher:	137027						
						Sub total for GENERAL ACCOUNT US BANK:	1,321.99	

1 checks in this report.

Grand Total All Checks: 1,321.99

Jim
8/10/23

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3901	8/10/2023	ida01	IDAHO STATE TAX COMMISSI	Ben171603	7/14/2023	IDAHO STATE TAX COMMISSI	218.34	218.34
	Voucher:	3901						
3905	8/10/2023	ida01	IDAHO STATE TAX COMMISSI	Ben171786	7/28/2023	IDAHO STATE TAX COMMISSI	209.34	209.34
	Voucher:	3905						
3906	8/11/2023	irs01	IRS, UNITED STATES TREASU	Ben171986	8/11/2023	FEDERAL TAX: PAYMENT	41,435.65	41,435.65
	Voucher:	3906						
3907	8/11/2023	edd01	EMPLOYMENT DEVELOPMEN	Ben171988	8/11/2023	STATE TAX: PAYMENT	11,284.87	11,284.87
	Voucher:	3907						
3908	8/11/2023	per01	PERS	Ben171990	8/11/2023	PERS CONTRIBUTIONS: PAYI	50,526.57	50,526.57
	Voucher:	3908						
Sub total for GENERAL ACCOUNT US BANK:							103,674.77	

Bank : eusbnk EFT GENERAL ACCOUNT US E

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5148	8/11/2023	uni21	DEL MAR CITY EMPLOYEES A	8/11/2023	DMCEA DUES: PAYMENT	264.00	264.00
		Voucher: 5148	Ben171978				
5149	8/11/2023	nat15	NATIONAL BENEFIT SERVICE	8/11/2023	SEC. 125 FLEXIBLE SAVINGS	1,210.41	1,210.41
		Voucher: 5149	Ben171980				
5150	8/11/2023	mis07	STATE ST BANK & TRUST CO	8/11/2023	401A PLAN: PAYMENT	510.39	510.39
		Voucher: 5150	Ben171982				
5151	8/11/2023	mis08	STATE ST BANK & TRUST CO	8/11/2023	MISSION SQUARE 457B: PAYI	9,086.08	9,086.08
		Voucher: 5151	Ben171976				
5152	8/11/2023	mis09	STATE ST BANK & TRUST CO.	8/11/2023	RETIREMENT HEALTH SAVIN	616.31	616.31
		Voucher: 5152	Ben171984				
Sub total for EFT GENERAL ACCOUNT US BANK:							11,687.19

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5597	8/10/2023	cal62	CALPERS	17249668	8/7/2023	PERS GASB 68 INVOICE	2,800.00	2,800.00
	Voucher:		5597					
5598	8/11/2023	hea02	HEALTH NET	BFC29A AUG23	7/21/2023	HEALTHNET AUGUST PREMII	31,257.38	31,257.38
	Voucher:		5598					
5599	8/11/2023	kai01	KAISER PERMANENTE	475311811267	7/14/2023	KAISER AUGUST PREMIUMS	16,696.98	16,696.98
	Voucher:		5599					
5600	8/11/2023	sun11	SUN LIFE ASSURANCE CO, OI915639 AUG		7/18/2023	SUNLIFE FF INSURANCE PRE	48.00	48.00
	Voucher:		5600					
137028	8/11/2023	cap01	CAPF CA PUBLIC SAFETY ADIBen171764		7/28/2023	CAPF: AUG PAYMENT	182.00	182.00
	Voucher:		137028					
Sub total for GENERAL ACCOUNT US BANK:								50,984.36

15 checks in this report.

Grand Total All Checks: 166,346.32

MS 8/10/23

Bank : gusbnk GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
137029	8/11/2023	usb03	US BANK CORP PYMT SYSTE	4246-0445-5565	7/24/2023	US BANK CHARGES JUN	1,499.93	1,499.93
	Voucher:	137029						
						Sub total for GENERAL ACCOUNT US BANK:	1,499.93	

1 checks in this report.

Grand Total All Checks: 1,499.93

AM
8/10/23

Bank : gusbnk GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
137030	8/11/2023	usb03	US BANK CORP PYMT SYSTE	4246-0445-5565	7/24/2023	US BANK CHARGES JUL	8,714.83	8,714.83
	Voucher:	137030						
						Sub total for GENERAL ACCOUNT US BANK:	8,714.83	

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1 checks in this report.

Grand Total All Checks: 8,714.83



Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5153	8/18/2023	dev02	DEVANEY PATE MORRIS & CA8359	7/14/2023	LEGAL FEES JUN	38,252.00	
	Voucher:	5153	8389	7/14/2023	CITY ATTORNEY JUN	4,576.00	42,828.00
5154	8/18/2023	mik03	MIKHAIL OGAWA ENGINEERIM10919	8/13/2023	CLEAN WATER LAB SRVCS	8,526.74	8,526.74
	Voucher:	5154					
Sub total for EFT GENERAL ACCOUNT US BANK:							51,354.74

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137031	8/18/2023	hom01	HOME DEPOT CREDIT SRVCS2303882	6/29/2023	TOOL PW	162.04	162.04
		Voucher: 137031					
137032	8/18/2023	sdg02	SAN DIEGO GAS & ELECTRIC 0081 7377 2988	7/7/2023	UTILITIES JUN	10,106.68	
		Voucher: 137032	2100 0065 8024	1/6/2023	UTILITIES DEC	842.29	
			2100 0065 8024	2/6/2023	UTILITIES JAN	716.78	
			2100 0065 8024	4/6/2023	UTILITIES MAR	176.75	
			2100 0065 8024	7/7/2023	UTILITIES JUN	123.04	
			2100 0065 8024	5/8/2023	UTILITIES APR	61.25	
			2100 0065 8024	6/7/2023	UTILITIES MAY	58.83	
			2100 0065 8024	3/8/2023	UTILITIES FEB	48.39	12,134.01
137033	8/18/2023	und01	UNDERGROUND SERVICE ALI620230220	7/1/2023	CONT SRVCS JUN	60.75	60.75
		Voucher: 137033					
Sub total for GENERAL ACCOUNT US BANK:							12,356.80

5 checks in this report.

Grand Total All Checks: 63,711.54

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5155	8/18/2023	22n01	22ND DISTRICT AGRICULTUR.03650	7/1/2023	FIRE STATION LEASE 2024	122,860.95	122,860.95
	Voucher:	5155					
5156	8/18/2023	dix01	DIXIELINE LUMBER CO 06-0517699	8/3/2023	PAINT SUPP PW	64.60	
	Voucher:	5156	06-0518188	8/8/2023	MAINT/REPAIR SUPP PW	30.15	
			06-0513629	7/5/2023	BBQ TOOL SET PW	29.35	
			06-0517126	7/31/2023	HRDWR SUPP FIRE	15.16	
			06-0518166	8/7/2023	WATER FOUNTAIN REPAIR P	8.11	
			06-0516895	7/28/2023	CREDIT - CLEANING SUPP FI	-27.18	120.19
5157	8/18/2023	hel04	HELIX ENVIRONMENTAL PLAN119438	7/27/2023	X1A UP POLE REMOVAL REP	1,081.25	1,081.25
	Voucher:	5157					
5158	8/18/2023	lou01	LOUKELTON DISTRIBUTING II80343	8/7/2023	JANITORIAL SUPP PW	1,048.89	1,048.89
	Voucher:	5158					
5159	8/18/2023	man12	MANERI TRAFFIC CONTROL II18900	7/25/2023	CUSTOM TRAFFIC SIGN PW	123.98	123.98
	Voucher:	5159					
5160	8/18/2023	mic11	MICHAEL BAKER INTERNATIC1187390	8/11/2023	CITY ENGINEER JUL	29,599.26	29,599.26
	Voucher:	5160					
5161	8/18/2023	mot05	MOTOROLA SOLUTIONS, INC 8281690143	8/11/2023	MOTOROLA RADIOS/BATTER	12,081.33	12,081.33
	Voucher:	5161					
5162	8/18/2023	pru01	PRUDENTIAL OVERALL SUPP 132203640	8/4/2023	UNIFORMS PW	73.38	73.38
	Voucher:	5162					
5163	8/18/2023	uni03	SAN DIEGO - UNION TRIBUNE7945960	8/3/2023	DRB AGENDA	96.36	
	Voucher:	5163	7945179	7/31/2023	AD PUBLIC HEARING	65.42	161.78
5164	8/18/2023	pit07	THE PITNEY BOWES BANK IN8000-9000-1054	8/15/2023	POSTAGE JUL	5,075.00	5,075.00
	Voucher:	5164					
5165	8/18/2023	wex01	WEX BANK 0496-00-496530	8/6/2023	GAS & OIL PW JUL	4,508.24	4,508.24
	Voucher:	5165					
Sub total for EFT GENERAL ACCOUNT US BANK:							176,734.25

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137034	8/18/2023	cha71	CHARTER COMM HOLDINGS I8448410060128	8/1/2023	CABLE/INTERNET PW AUG	222.04	222.04
		Voucher: 137034					
137035	8/18/2023	coa10	COASTAL LIVESCAN SERVICE43133	7/31/2023	LIVESCAN SRVC JUL	481.00	481.00
		Voucher: 137035					
137036	8/18/2023	com16	COMMUNITY RESOURCE CEN08142023	8/14/2023	CONTRIBUTIONS FY24	5,000.00	5,000.00
		Voucher: 137036					
137037	8/18/2023	cou65	COUNTY OF SAN DIEGO DEH2016-FFPP	8/14/2023	SD CNTY KITCHEN PERMIT C	404.50	404.50
		Voucher: 137037					
137038	8/18/2023	cou16	COUNTY OF SAN DIEGO - RE(24CTOFDMC01	8/1/2023	RCS PAGING SRVCS - JUL	70.00	70.00
		Voucher: 137038					
137039	8/18/2023	cou03	COUNTY OF SAN DIEGO-A/RE7324038	8/10/2023	MAP PL	2.00	2.00
		Voucher: 137039					
137040	8/18/2023	pri16	DANIEL V. SCHICKER, DBA PF515387	7/25/2023	BACKGROUND CHECK SRVC	1,500.00	1,500.00
		Voucher: 137040					
137041	8/18/2023	del06	DEL MAR AUTOMOTIVE SERV45570	8/8/2023	VEHICLE MAINT PW #76	1,059.69	1,059.69
		Voucher: 137041					
137042	8/18/2023	del02	DEL MAR BLUE PRINT CO, INC583248	8/8/2023	DOG RULES SIGNS CS	84.30	84.30
		Voucher: 137042					
137043	8/18/2023	fre16	FREE FLIGHT 08142023	8/14/2023	CONTRIBUTIONS FY24	2,500.00	2,500.00
		Voucher: 137043					
137044	8/18/2023	fri02	FRIENDS OF THE POWERHOI08142023	8/14/2023	CONTRIBUTIONS FY24	2,500.00	2,500.00
		Voucher: 137044					
137045	8/18/2023	gal02	GALLS LLC 025223356	7/31/2023	UNIFORM SHIRT PRKG ENF	69.85	
		Voucher: 137045	025162700	7/25/2023	UNIFORM BELT PRKG ENF	32.61	102.46
137046	8/18/2023	aff04	IDRAINS LLC, DBA AFFORDAE026315	8/7/2023	CCTV INSPEC OCEAN VIEW /	660.00	660.00
		Voucher: 137046					
137047	8/18/2023	hel08	JULIUS L. HELVEY III 08072023	8/7/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
		Voucher: 137047					
137048	8/18/2023	jon53	LORRI JONGENEEL 08142023	8/14/2023	REFUND REF DEPOSIT PHCC	650.00	650.00
		Voucher: 137048					
137049	8/18/2023	mma01	MMASC 8008	8/9/2023	MMASC CONF E TORRES	550.00	550.00
		Voucher: 137049					
137050	8/18/2023	msc01	MSC JANITORIAL SERVICE IN2023-7-12	7/31/2023	JANITORIAL SRVCS JUL	6,208.00	
		Voucher: 137050	2023-7-11	7/31/2023	JANITORIAL SRVCS JUL	5,425.15	
			2023-7-13	7/31/2023	JANITORIAL SRVCS JUL	497.10	12,130.25

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137051	8/18/2023	mun10	MUNSCH HOMES CORPORAT08152023	8/15/2023	REFUND REF EP23-062	156.75	156.75
		Voucher: 137051					
137052	8/18/2023	con17	OCCUPATIONAL HEALTH CTR80073673	7/24/2023	EMPLOYEE TESTING JUL	486.00	486.00
		Voucher: 137052					
137053	8/18/2023	off03	OFFICE DEPOT 325559617001	8/2/2023	OFFICE SUPPLIES PW	95.18	95.18
		Voucher: 137053					
137054	8/18/2023	pac28	PACIFIC MOBILE STRUCTUREINV-00315822	8/1/2023	MOBILE OFFICE PW AUG	226.20	226.20
		Voucher: 137054					
137055	8/18/2023	par03	PARKHOUSE TIRE INC 3010394667	8/1/2023	FIRE ENGINE TIRES	3,805.51	3,805.51
		Voucher: 137055					
137056	8/18/2023	san107	SAN DIEGO DIVERS 40416	8/9/2023	SCUBA EQUIP MAINT	910.73	910.73
		Voucher: 137056					
137057	8/18/2023	sdg02	SAN DIEGO GAS & ELECTRIC 0081 7377 2988	8/7/2023	UTILITIES JUL	9,800.49	
		Voucher: 137057	0066 5491 6833	8/7/2023	UTILITIES JUL	4,485.51	
			0066 5392 2766	8/7/2023	UTILITIES JUL	1,534.98	
			0069 0908 1676	8/7/2023	UTILITIES JUL	486.31	
			0092 4576 5583	8/14/2023	UTILITIES JUL	148.17	
			2100 0065 8024	8/7/2023	UTILITIES JUL	80.91	
			0096 3381 7034	8/7/2023	UTILITIES JUL	43.35	
			0065 9549 9411	8/7/2023	UTILITIES JUL	26.32	
			0097 5436 8967	8/7/2023	UTILITIES JUL	19.73	
			0053 7739 5442	8/7/2023	UTILITIES JUL	19.66	
			0055 0306 8492	8/7/2023	UTILITIES JUL	14.75	
			0057 1108 9098	8/7/2023	UTILITIES JUL	13.81	16,673.99
137058	8/18/2023	sit01	SITEONE LNDSCP SUPPLY LL133031121-001	8/1/2023	LANDSCAPING SUPP PW	406.74	406.74
		Voucher: 137058					
Sub total for GENERAL ACCOUNT US BANK:							51,477.34

36 checks in this report.

Grand Total All Checks: 228,211.59 *DTG 8/17/23*

Bank : eusbnk EFT GENERAL ACCOUNT US E

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5166	8/18/2023	bny01	THE BANK OF NY MELLON TR034897	8/2/2023	OCEAN VIEW BOND PYMT	53,662.50	53,662.50
	Voucher:	5166					
Sub total for EFT GENERAL ACCOUNT US BANK:							53,662.50

1 checks in this report.

Grand Total All Checks:

DBF

53,662.50

Bank : eusbnk EFT GENERAL ACCOUNT US E

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
5167	8/25/2023	phi01	72403878842	8/18/2023	HSHLD HAZ WASTE MAY	245.66	
	Voucher:	5167	72403878378	8/17/2023	HSHLD HAZ WASTE JUN	242.48	488.14
Sub total for EFT GENERAL ACCOUNT US BANK:							488.14

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
137059	8/25/2023	cal02	CALIFORNIA MUNICIPAL	23080706	8/7/2023	DEBT STATEMENT FY23	650.00	650.00
	Voucher:	137059						
137060	8/25/2023	msc01	MSC JANITORIAL SERVICE IN	2023-6-13	6/30/2023	JANITORIAL SRVCS JUN	5,438.65	
	Voucher:	137060		2023-4-12	4/25/2023	JANITORIAL SRVCS APR	5,323.65	
				2023-5-12	5/25/2023	JANITORIAL SRVCS MAY	497.10	
				2023-6-12	6/30/2023	JANITORIAL SRVCS JUN	497.10	11,756.50
Sub total for GENERAL ACCOUNT US BANK:								12,406.50

3 checks in this report.

Grand Total All Checks: 12,894.64

MG 8/23/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5168	8/25/2023	cdw01	CDW GOVERNMENT	LF67309	8/9/2023	KOFAX SOFTWARE MAINT &	4,933.98	4,933.98
		Voucher: 5168						
5169	8/25/2023	civ01	CIVICPLUS LLC	271131	9/1/2023	ANNUAL WEBSITE HOSTING	6,627.95	6,627.95
		Voucher: 5169						
5170	8/25/2023	del14	DEL MAR VILLAGE ASSOCIATI	08212023	8/21/2023	ECONOMIC DEV SRVCS FY24	50,000.00	50,000.00
		Voucher: 5170						
5171	8/25/2023	dev02	DEVANEY PATE MORRIS & CA	8454	8/11/2023	CITY ATTORNEY JUL	4,074.80	
		Voucher: 5171	8455	8/11/2023	CITY ATTORNEY JUL	2,470.00		
			8460	8/11/2023	CITY ATTORNEY JUL	2,314.50		
			8457	8/11/2023	CITY ATTORNEY JUL	2,214.50		
			8437	8/11/2023	CITY ATTORNEY JUL	1,585.86		
			8461	8/11/2023	CITY ATTORNEY JUL	1,566.50		
			8458	8/11/2023	CITY ATTORNEY JUL	1,091.50		
			8456	8/11/2023	CITY ATTORNEY JUL	202.00		15,519.66
5172	8/25/2023	dix01	DIXIELINE LUMBER CO	06-0518173	8/14/2023	MAINT/REPAIR SUPP PW	412.25	
		Voucher: 5172	06-0518791	8/14/2023	SMALL TOOLS PW	147.86		
			06-0519097	8/15/2023	MAINT/REPAIR SUPP PW	42.62		
			06-0518920	8/14/2023	SMALL TOOL PW	41.31		
			06-0518513	8/9/2023	MAINT/REPAIR SUPP PW	40.48		
			06-0519145	8/15/2023	HRDWR SUPP CS	39.59		
			06-0519006	8/14/2023	MAINT/REPAIR SUPP PW	11.24		735.35
5173	8/25/2023	gov01	GOVERNMENTJOBS.COM, IN	INV-35943	9/14/2023	ON-LINE JOB APPLICATION S	8,863.62	8,863.62
		Voucher: 5173						
5174	8/25/2023	hel04	HELIX ENVIRONMENTAL PLAN	119489	7/27/2023	RIVER PATH ENV ENG PHASE	23,756.70	23,756.70
		Voucher: 5174						
5175	8/25/2023	ful01	KURT MORGAN	41069	8/16/2023	WINDOW ENVS/REG ENVS C	1,389.56	1,389.56
		Voucher: 5175						
5176	8/25/2023	lou01	LOUKELTON DISTRIBUTING I	80365	8/14/2023	JANITORIAL SUPP PW	1,237.81	1,237.81
		Voucher: 5176						
5177	8/25/2023	mof04	MOFFATT & NICHOL	00781432	8/21/2023	SHORELINE MGT PROJ JUL	3,134.25	3,134.25
		Voucher: 5177						
5178	8/25/2023	mot05	MOTOROLA SOLUTIONS, INC	8281690143	8/11/2023	MOTOROLA RADIOS/BATTER	12,081.33	
		Voucher: 5178	8281695203	8/18/2023	MOTOROLA RADIOS/BATTER	66.95		12,148.28

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5179	8/25/2023	nv501 NV5 INC	346194	8/16/2023	941 CDM (UNDERGROUNDIN	5,451.25	5,451.25
	Voucher:	5179					
5180	8/25/2023	pru01 PRUDENTIAL OVERALL SUPP	132204864	8/11/2023	UNIFORMS PW	83.75	
	Voucher:	5180	132204862	8/11/2023	FLOOR MATS PW	15.47	
			132204863	8/11/2023	SHOP TOWELS PW	3.72	102.94
Sub total for EFT GENERAL ACCOUNT US BANK:							133,901.35

Bank : gusbnk GENERAL ACCOUNT US BANF

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
137061	8/25/2023	adt02	ADT SECURITY SERVICES	1009940822	8/13/2023	ALARM 1700 COAST SEP/NOV	257.94
		Voucher: 137061		1009945073	8/13/2023	ALARM PW SEP	112.77
137062	8/25/2023	bar29	BARNETT QUALITY CONTROL	20451	7/15/2023	RIVERPATH PHASE 3 JUL	476.00
		Voucher: 137062					476.00
137063	8/25/2023	bou02	BOUND TREE MEDICAL LLC	85049374	8/7/2023	EMERGENCY SUPPLIES CS	22.80
		Voucher: 137063					22.80
137064	8/25/2023	cal87	CALIFORNIA BACKFLOW AND	3986	8/17/2023	BACKFLOW REPAIR COAST E	310.00
		Voucher: 137064					310.00
137065	8/25/2023	cha71	CHARTER COMM HOLDINGS	184484100106401	8/11/2023	ETHERNET INTERSTATE/PEG	435.45
		Voucher: 137065		84484100601531	8/10/2023	INTERNET TV STUDIO AUG	119.98
137066	8/25/2023	sca11	CLEAN WATER SOCAL	INV 23/24-58	7/1/2023	MBRSHW PW J BRIDE	538.00
		Voucher: 137066					538.00
137067	8/25/2023	dai03	DAILY DIRECT MAIL	11402-9	8/17/2023	UTILITY BILLS AUG	215.00
		Voucher: 137067		11402-10	8/17/2023	PLANNING MAILINGS	125.00
137068	8/25/2023	lee01	DCL ENTERPRISES INC DBA,	0000093008	8/9/2023	RESTRM DOORS MAINT/REP.	386.66
		Voucher: 137068					386.66
137069	8/25/2023	fer07	FERGUSON ENTERPRISES IN	0833231	8/14/2023	WATER METER PARTS	119.73
		Voucher: 137069					119.73
137070	8/25/2023	hil01	HF&H CONSULTANTS LLC	9720440	8/11/2023	WTR/WASTEWTR RATE STUI	5,205.00
		Voucher: 137070					5,205.00
137071	8/25/2023	off03	OFFICE DEPOT	325439638001	8/4/2023	OFFICE SUPPLIES PW	133.06
		Voucher: 137071		325561793001	8/3/2023	OFFICE SUPPLIES PW	34.25
137072	8/25/2023	pac28	PACIFIC MOBILE STRUCTURE	INV-00322053	9/1/2023	MOBILE OFFICE PW SEP	226.20
		Voucher: 137072					226.20
137073	8/25/2023	ver09	PAUL RICHARD VERANA, DBA	972745	8/16/2023	EQUIP MAINT/REPAIR CS	1,373.69
		Voucher: 137073					1,373.69
137074	8/25/2023	sdg01	SAN DIEGO GAS & ELECTRIC	0042 2198 4063	8/16/2023	UTILITIES JUL	5,989.80
		Voucher: 137074					5,989.80
137075	8/25/2023	sou08	SOUTHWEST SIGNAL SERVIC	82703	7/31/2023	TRAFFIC SIGNAL MAINT JUL	1,372.65
		Voucher: 137075		82701	7/31/2023	TRAFFIC SIGNAL MAINT JUL	472.50
				82702	7/31/2023	TRAFFIC SIGNAL MAINT JUL	53.75
137076	8/25/2023	spa01	SPARKLETTS	18139543 08132	8/13/2023	WATER CH	26.98
		Voucher: 137076					26.98
137077	8/25/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13663492	8/7/2023	PORTABLE RESTROOM SRVC	320.82
		Voucher: 137077		114-13665543	8/9/2023	PORTABLE RESTROOM SRVC	1,450.85

Sub total for GENERAL ACCOUNT US BANK: 19,778.88

30 checks in this report.

Grand Total All Checks: 153,680.23

Jm
8/23/23

Void Check Posting List
City of Del Mar

Document #: 839369 **Void Date:** 07/20/2023 **Posting #:** 31248 **Group:** dgarcia
Check #: 136579 **Bank code:** gunion **Check Date:** 05/19/23
Vendor: nv501 NV5 INC
Post into: 01/2024 **Check amount:** 2,668.75

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 40.2110.0000	CIP A/P GENERAL	2,668.75 CR
disb S*	B 40.1100.0000	CASH AND INVESTMENT	2,668.75 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	2,668.75 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	2,668.75 CR
Balance Sheet Totals:	5,337.50 DB	5,337.50 CR	Difference: 0.00

VoidCkEP
07/27/23 4:47PM

Void Check Posting List
City of Del Mar

Document #: 840320 Void Date: 06/30/2023 Posting #: 31302 Group: dgarcia
Check #: 134000 Bank code: gunion Check Date: 03/18/22
Vendor: pop03 POP UP PICNIC CO
Post into: 12/2023 Check amount: 80.00

Doc Source	Account Number	Description	Amount
disb	B 01.2110.0000	A/P GENERAL	80.00 CR
disb	S* B 01.1100.0000	CASH AND INVESTMENTS	80.00 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	80.00 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	80.00 CR
Balance Sheet Totals:		160.00 DB	160.00 CR
			Difference: 0.00

Document #: 840325 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 134344 Bank code: gunion Check Date: 05/06/22
 Vendor: att07 AT&T
 Post into: 12/2023 Check amount: 1,400.00

Doc Source	Account Number	Description	Amount
disb	B 02.2110.0000	A/P GENERAL	1,400.00 CR
disb	S* B 02.1100.0000	CASH AND INVESTMENT	1,400.00 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	1,400.00 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	1,400.00 CR
Balance Sheet Totals:		2,800.00 DB	2,800.00 CR Difference: 0.00

Document #: 840328 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 134418 Bank code: gunion Check Date: 05/13/22
 Vendor: lov06 LOVELL, SIMON
 Post into: 12/2023 Check amount: 5.91

Doc Source	Account Number	Description	Amount
disb	B 51.2110.0000	A/P-GENERAL	5.91 CR
disb	S* B 51.1100.0000	CASH AND INVESTMENTS	5.91 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	5.91 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	5.91 CR
Balance Sheet Totals:		11.82 DB	11.82 CR Difference: 0.00

Document #: 840330 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 134697 Bank code: gunion Check Date: 06/24/22
 Vendor: for11 GENEVIEVE FORTUNA
 Post into: 12/2023 Check amount: 71.65

Doc Source	Account Number	Description	Amount
disb	B 01.2110.0000	A/P GENERAL	71.65 CR

Document #: 840330 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia (Continued)
 Check #: 134697 Bank code: gunion Check Date: 06/24/22

Doc Source	Account Number	Description	Amount
disb S*	B 01.1100.0000	CASH AND INVESTMENTS	71.65 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	71.65 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	71.65 CR
Balance Sheet Totals:		143.30 DB	143.30 CR Difference: 0.00

Document #: 840332 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135010 Bank code: gunion Check Date: 08/05/22
 Vendor: mea08 GINA MEADOWS
 Post into: 12/2023 Check amount: 800.00

Doc Source	Account Number	Description	Amount
disb	B 21.2110.0000	A/P-GENERAL	800.00 CR
disb S*	B 21.1100.0000	CASH AND INVESTMENT	800.00 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	800.00 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	800.00 CR
Balance Sheet Totals:		1,600.00 DB	1,600.00 CR Difference: 0.00

Document #: 840334 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135400 Bank code: gunion Check Date: 10/14/22
 Vendor: ost02 OSTASHCHENKO, ALEXSANDR
 Post into: 12/2023 Check amount: 119.85

Doc Source	Account Number	Description	Amount
disb	B 51.2110.0000	A/P-GENERAL	119.85 CR
disb S*	B 51.1100.0000	CASH AND INVESTMENTS	119.85 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	119.85 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	119.85 CR
Balance Sheet Totals:		239.70 DB	239.70 CR Difference: 0.00

Document #: 840335 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135444 Bank code: gunion Check Date: 10/21/22
 Vendor: tom03 JIM TOMES
 Post into: 12/2023 Check amount: 600.00

Doc Source	Account Number	Description	Amount
disb	B 21.2110.0000	A/P-GENERAL	600.00 CR
disb	S* B 21.1100.0000	CASH AND INVESTMENT	600.00 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	600.00 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	600.00 CR
Balance Sheet Totals:		1,200.00 DB	1,200.00 CR Difference: 0.00

Document #: 840336 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135597 Bank code: gunion Check Date: 11/18/22
 Vendor: res01 CALWEN INC, DBA RESCUE SOURCE
 Post into: 12/2023 Check amount: 761.02

Doc Source	Account Number	Description	Amount
disb	B 01.2110.0000	A/P GENERAL	761.02 CR
disb	S* B 01.1100.0000	CASH AND INVESTMENTS	761.02 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	761.02 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	761.02 CR
Balance Sheet Totals:		1,522.04 DB	1,522.04 CR Difference: 0.00

Document #: 840337 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135841 Bank code: gunion Check Date: 01/06/23
 Vendor: tho20 JULIE THORNBURG
 Post into: 12/2023 Check amount: 800.00

Doc Source	Account Number	Description	Amount
disb	B 21.2110.0000	A/P-GENERAL	800.00 CR
disb	S* B 21.1100.0000	CASH AND INVESTMENT	800.00 DB

Void Check Posting List
City of Del Mar

Document #: 840337	Void Date: 06/30/2023	Posting #: 31304	Group: dgarcia	(Continued)
Check #: 135841	Bank code: gunion	Check Date: 01/06/23		

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb S*	B 72.1160.0000	UNION BANK - GENER	800.00 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	800.00 CR
Balance Sheet Totals:	1,600.00 DB	1,600.00 CR	Difference: 0.00

Document #: 840338	Void Date: 06/30/2023	Posting #: 31304	Group: dgarcia
Check #: 135870	Bank code: gunion	Check Date: 01/13/23	
Vendor: val17 ANTHONY J VALENTINO			
Post into: 12/2023	Check amount: 800.00		

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 21.2110.0000	A/P-GENERAL	800.00 CR
disb S*	B 21.1100.0000	CASH AND INVESTMENT	800.00 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	800.00 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	800.00 CR
Balance Sheet Totals:	1,600.00 DB	1,600.00 CR	Difference: 0.00

Document #: 840339	Void Date: 06/30/2023	Posting #: 31304	Group: dgarcia
Check #: 135916	Bank code: gunion	Check Date: 01/13/23	
Vendor: vel03 VELIA			
Post into: 12/2023	Check amount: 800.00		

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 21.2110.0000	A/P-GENERAL	800.00 CR
disb S*	B 21.1100.0000	CASH AND INVESTMENT	800.00 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	800.00 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	800.00 CR
Balance Sheet Totals:	1,600.00 DB	1,600.00 CR	Difference: 0.00

Document #: 840340 Void Date: 06/30/2023 Posting #: 31304 Group: dgarcia
 Check #: 135940 Bank code: gunion Check Date: 01/20/23
 Vendor: dan56 LITA DANTES
 Post into: 12/2023 Check amount: 800.00

Doc Source	Account Number	Description	Amount
disb	B 21.2110.0000	A/P-GENERAL	800.00 CR
disb	S* B 21.1100.0000	CASH AND INVESTMENT	800.00 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	800.00 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	800.00 CR
Balance Sheet Totals:			
	1,600.00	DB	1,600.00 CR
			Difference: 0.00

Void Check Posting List
City of Del Mar

Document #: 841943 Void Date: 08/11/2023 Posting #: 31457 Group: dgarcia
 Check #: 137027 Bank code: gusbnk Check Date: 08/11/23
 Vendor: usb03 US BANK CORP PYMT SYSTEMS
 Post into: 02/2024 Check amount: 1,321.99

Doc Source	Account Number	Description	Amount
disb	B 01.2110.0000	A/P GENERAL	1,023.56 CR
disb	B 20.2110.0000	A/P-GENERAL	4.49 CR
disb	B 21.2110.0000	A/P-GENERAL	4.04 CR
disb	B 51.2110.0000	A/P-GENERAL	15.68 CR
disb	B 55.2110.0000	A/P GENERAL	2.69 CR
disb	B 57.2110.0000	A/P GENERAL	271.53 CR
disb	S* B 57.1100.0000	CASH AND INVESTMENTS	271.53 DB
disb	S* B 21.1100.0000	CASH AND INVESTMENT	4.04 DB
disb	S* B 20.1100.0000	CASH AND INVESTMENTS	4.49 DB
disb	S* B 01.1100.0000	CASH AND INVESTMENTS	1,023.56 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	1,321.99 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	1,321.99 CR
disb	S* B 55.1100.0000	CASH	2.69 DB
disb	S* B 51.1100.0000	CASH AND INVESTMENTS	15.68 DB
Balance Sheet Totals:			
	2,643.98	DB	
		2,643.98	CR
		Difference:	0.00

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08/17/23 4:27PM

Void Check Postina List
City of Del Mar

Document #: 842420 Void Date: 08/14/2023 Posting #: 31533 Group: dgarcia
Check #: 5144 Bank code: eusbnk Check Date: 08/11/23
Vendor: bny01 THE BANK OF NY MELLON TRUST CO
Post into: 02/2024 Check amount: 53,662.50

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 65.2110.0000	A/P GENERAL	53,662.50 CR
disb S*	B 65.1100.0000	CASH AND INVESTMENTS	53,662.50 DB
disb S*	B 72.1160.0000	UNION BANK - GENER	53,662.50 DB
disb S*	B 72.1100.0000	CASH AND INVESTMENTS	53,662.50 CR
Balance Sheet Totals:	107,325.00 DB	107,325.00 CR	Difference: 0.00

Void Check Posting List
City of Del Mar

Document #: 842547 **Void Date:** 08/21/2023 **Posting #:** 31564 **Group:** dgarcia
Check #: 5161 **Bank code:** eusbnk **Check Date:** 08/18/23
Vendor: mot05 MOTOROLA SOLUTIONS, INC
Post into: 02/2024 **Check amount:** 12,081.33

<u>Doc Source</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
disb	B 01.2110.0000	A/P GENERAL	9,058.09 CR
disb	B 21.2110.0000	A/P-GENERAL	3,023.24 CR
disb	S* B 21.1100.0000	CASH AND INVESTMENT	3,023.24 DB
disb	S* B 01.1100.0000	CASH AND INVESTMENTS	9,058.09 DB
disb	S* B 72.1160.0000	UNION BANK - GENER	12,081.33 DB
disb	S* B 72.1100.0000	CASH AND INVESTMENTS	12,081.33 CR
Balance Sheet Totals:	24,162.66 DB	24,162.66 CR	Difference: 0.00



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Mayor Tracy Martinez and Council Member Dave Druker
Prepared by Emily Torres, Management Analyst
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Agreement for City Council Retreat Facilitation Services

REQUESTED ACTION/RECOMMENDATION:

Mayor Tracy Martinez and Council Member Dave Druker recommend that the City Council:

- 1) Approve an Agreement with the Centre for Organization Effectiveness for City Council Retreat Facilitation Services (Attachment A);
- 2) Authorize the City Manager to execute the Agreement; and
- 3) Allocate \$8,300 to cover facilitation services from the General Fund to the City Council Division budget as further described in the Fiscal Impact section of the report.

DISCUSSION:

Prior to the COVID-19 pandemic, the Del Mar City Council historically held Council retreats to improve the effectiveness of the City's governing body in serving the public. Prior Council retreats, which are open to the public, focused on a variety of skills and topics including teambuilding, effective leadership, and communication. During the City Council's 2023 Goals and Priorities Workshop in February 2023, the City Council decided to hold a Council retreat in the fall and tasked Mayor Martinez and Council Member Druker with identifying a professional facilitator.

To assist Council, staff solicited proposals from professional organizations to provide facilitation services for the retreat. Proposals were received from The Institute for Local Government and The Centre for Organization Effectiveness. Mayor Martinez, Council Member Druker and Assistant City Manager Clem Brown interviewed both organizations. Mayor Martinez and Council Member Druker recommend that The Centre for Organization Effectiveness (CFOE) facilitate the retreat based on their exceptional experience, qualifications, and reputation, lower cost and local presence in San Diego County. CFOE's fee is \$8,286, which includes pre-planning and development of the agenda, pre-retreat

City Council Action:

interviews and post-retreat debriefs with the City Council and City Manager, and facilitation of a one-day, six-hour retreat.

The retreat will focus on assessing the strengths of the City Council, defining the roles and responsibilities of the City Council and City Manager, and forming effective partnerships with other agencies. An initial draft agenda is included as Attachment B, which will be further refined based on insight provided to the facilitator as part of the pre-retreat interviews.

FISCAL IMPACT:

Approval of this item will require an amendment to the Fiscal Year 2023-2024 Operating and Capital Budget as listed in the table below.

PROGRAM	FUND	ACCOUNT	AMOUNT
Meetings and Travel	General Fund	01-5100-3800	\$8,300

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 & PRIORITIES

In February 2023, the City Council identified holding a facilitated Council retreat in 2023 as a City Council priority.

ATTACHMENTS:

Attachment A – Agreement with the Centre for Organizational Effectiveness
Attachment B – Draft Council Retreat Agenda

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND THE CENTRE FOR ORGANIZATION EFFECTIVENESS
FOR CITY COUNCIL WORKSHOP FACILITATION**

This Professional Services Agreement (“Agreement”) is made and entered into this 5th day of September 2023 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and The Centre for Organization Effectiveness (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide facilitation services in the form of a six-hour, in person City Council Workshop (“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 six-months from the date first written above, which may be extended for an additional six-month period upon written agreement of the 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 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 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. 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:
The Centre for Organization Effectiveness
Sommer Kehrl, Chief Executive Officer
3914 Murphy Canyon Road A164
San Diego, CA 92123

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

**THE CENTRE FOR ORGANIZATION
EFFECTIVENESS**

By: _____
Ashley Jones, City Manager

By: _____
Sommer Kehrli, Chief Executive
Officer

ATTEST:

Sarah Krietor, Administrative Services
Manager and City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide facilitation services to the City as further described, but not limited to, below:

- Intake and planning meeting with City Manager and leadership
- 30-minute interviews with Council members and City Attorney (up to 6)
- Administration of the Gallup, CliftonStrengths 34 Assessment for all workshop participants
- 30-minute Strengths debrief session (before or after workshop)
- Design and facilitation of a six hour, in-person City Council workshop prior to the end of 2023, based on Council availability
- Debrief meeting with City Manager

EXHIBIT "B"
FEE SCHEDULE

BILLING SCHEDULE		
Installment	Date	Amount
1 of 1	Upon completion of work	\$8,286

- Support requested by the Client that extends beyond the scope of this proposal will be billed at an hourly rate of \$320. Additional materials and expenses, if any, will be billed at cost.
- If additional support is requested beyond this scope, a new proposal will be required.
- If additional materials are requested, those will be billed at cost.
- The City will provide the location, all A/V equipment, flipchart stand/paper, and food as needed.



****DRAFT****

City Council Workshop Agenda

Facilitator: Sommer Kehrl, Ph.D., The Centre for Organization Effectiveness

September 29, 2023

Pre-Work:

- (1) Council Members, City Manager, and Assistant City Manager complete CliftonStrengths Assessment
- (2) Council interviews with Facilitator
- (3) Review PM Magazine article *Getting to Great: Defining the Roles of the Governing Body and Local Government Manager*

City Council Workshop Agenda

9:00am	Call to Order - Roll Call - Pledge - Welcome	Mayor
9:10am	Public Comment	
9:20am	Agenda Review	Facilitator
9:25am	Review and Discuss Council Members' CliftonStrengths	All
10:40am	Break	
10:55am	Engage in Governance Strengths Exercise & Discuss Use of Various Governance Roles to Reach City's Goals and Effective Partnership with Other Agencies*	All
12:15pm	Lunch Break	
12:45pm	Open Discussion for Specific Council Items to be Informed by Pre-Work Council Interviews (e.g., Communication, Process Improvement Opportunities, etc.)	All
2:15pm	Adjourn	

*based on PM Magazine article *Getting to Great: Defining the Roles of the Governing Body and Local Government Manager*





City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Kseniia Izgarskaia, Associate Management Analyst
Sarah Krietor, Administrative Services Manager
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Approval of Amended Agreement for Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association (DMFA)

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Adopt the Resolution (Attachment A) to adopt the amended Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association; 2) Approve the required program agreement and supporting documents (Attachments B-E); and 3) Authorize the City Manager to execute the necessary documents.

BACKGROUND/ANALYSIS:

In 2014, the City and Del Mar Firefighters Association (DMFA) mutually agreed to explore the possibility of implementing a retirement health savings account or similar program for members of the DMFA. On August 6, 2018, the City Council approved Resolution 2018-49 adopting the VantageCare Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association (DMFA) with International City/County Management Association Retirement Corporation (ICMA-RC) which is now known as MissionSquare Retirement.

The program allows DMFA employees to accumulate tax-free assets to pay for a wide-range of designated medical expenses including health insurance premiums, COBRA payments, Medicare insurance premiums, out-of-pocket medical expenses and co-pays for employees, their spouse and/or their dependents. Expenses may be reimbursed in retirement or as otherwise designated in the plan. The program does not include employer contributions and includes mandatory employee contributions in the amount of 1% for the Firefighter/Paramedic position and 3% for Fire Engineer and Fire Captain positions. As such, the RHS plan is at no cost to the City.

On July 1, 2023, the City Council approved a new Memorandum of Agreement (MOA) with the DMFA for the period July 1, 2023 through June 30, 2027. The adopted MOA requires an amendment to the existing RHS agreement with MissionSquare that would

City Council Action:

allow eligible Fire employees to convert 24 hours of accrued vacation leave annually to their RHS account, in addition to the established percentage-based contributions. Employees will be required to have a minimum balance of 96 hours of vacation leave preceding the conversion. The plan amendment adding the vacation hour conversion is binding and irrevocable, meaning all eligible DMFA members must contribute as described. As this was a negotiated benefit by the DMFA as part of the new MOA, all members have agreed to the requirements stipulated by MissionSquare.

Implementation of the RHS Plan amendment requires that the City Council adopt the Resolution (Attachment A) adopting the amended RHS plan through MissionSquare Retirement. Staff is also recommending approval of the following required supporting documents:

- MissionSquare RHS Adoption Agreement (Attachment B), which specifies how the Retiree Welfare Benefits Plan will work;
- VantageTrust Participation Agreement (Attachment C), which is the contract between the City and MissionSquare Retirement for administration of the RHS Plan;
- Declaration of Integral Part Trust (Attachment D), which establishes the legal entity that will hold the RHS assets. As with the City's existing deferred compensation plans, the City acts as the Trustee; and
- Retiree Welfare Benefits Plan (Attachment E), which identifies the benefits available to the retiree such as medical, dental, and long-term care coverage.

FISCAL IMPACT:

There is no fiscal impact associated with implementation of the amended RHS Plan. The costs of the plan are paid from RHS assets which are entirely employee funded.

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 related to the City Council Goals and Priorities.

ATTACHMENTS:

Attachment A – Resolution Adopting the Amended Retirement Health Savings Program
Attachment B – MissionSquare RHS Adoption Agreement
Attachment C – VantageTrust Participation Agreement
Attachment D – Declaration of Integral Part Trust
Attachment E – Retiree Welfare Benefits Plan

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL
MAR, CALIFORNIA, ADOPTING THE AMENDED RETIREMENT
HEALTH SAVINGS PROGRAM FOR THE DEL MAR
FIREFIGHTERS ASSOCIATION

WHEREAS, the City of Del Mar Fire employees provide valuable services to the City and its residents; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the City by enabling it to provide reasonable security regarding Fire employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that establishment of the MissionSquare Retirement Health Savings (RHS) Program serves the above objectives; and

WHEREAS, on August 6, 2018, the City Council approved Resolution 2018-49 adopting the VantageCare Retirement Health Savings (RHS) Program for the Del Mar Firefighters Association (DMFA) with International City/County Management Association Retirement Corporation (ICMA-RC) which is now known as MissionSquare Retirement; and

WHEREAS, on July 10, 2023, the City Council adopted Resolution 2023-29 approving the Memorandum of Agreement (MOA) between the City and DMFA for the period July 1, 2023 through June 30, 2027; and

WHEREAS, pursuant to the approved MOA, the City is required to approve and implement an amendment to the existing RHS Program for DMFA employees through MissionSquare to add an additional provision that would require eligible Fire employees to convert 24 hours of accrued vacation leave annually to their RHS account, in addition to the existing employee contributions in the amount of 1% for the Firefighter/Paramedic position and 3% for Fire Engineer and Fire Captain positions; and

WHEREAS, it has been determined that the amended RHS Program for the DMFA can be administered without additional cost to the City.

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

1. The above recitals are true and correct.
2. The City hereby adopts the amended MissionSquare Retirement Health Savings Program for Del Mar Firefighter Association employees through the City of Del Mar Integral Part Trust (Trust) and the City of Del Mar Retiree Welfare Benefits Plan (Plan).
3. The assets of the Plan shall be held in trust, with the City of Del Mar serving as trustee for the exclusive benefit of Plan participants and their survivors, and the

assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.

4. The City has executed the Declaration of Trust of the City of Del Mar Integral Part Trust in the form of the sample trust made available by MissionSquare Retirement.
5. The Administrative Services Manager shall be the coordinator and contact for the RHS Program and shall receive necessary reports, notices, and other plan documents and information.

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

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

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

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 5th day of September, 2023, by the following vote:

AYES:

NOES:

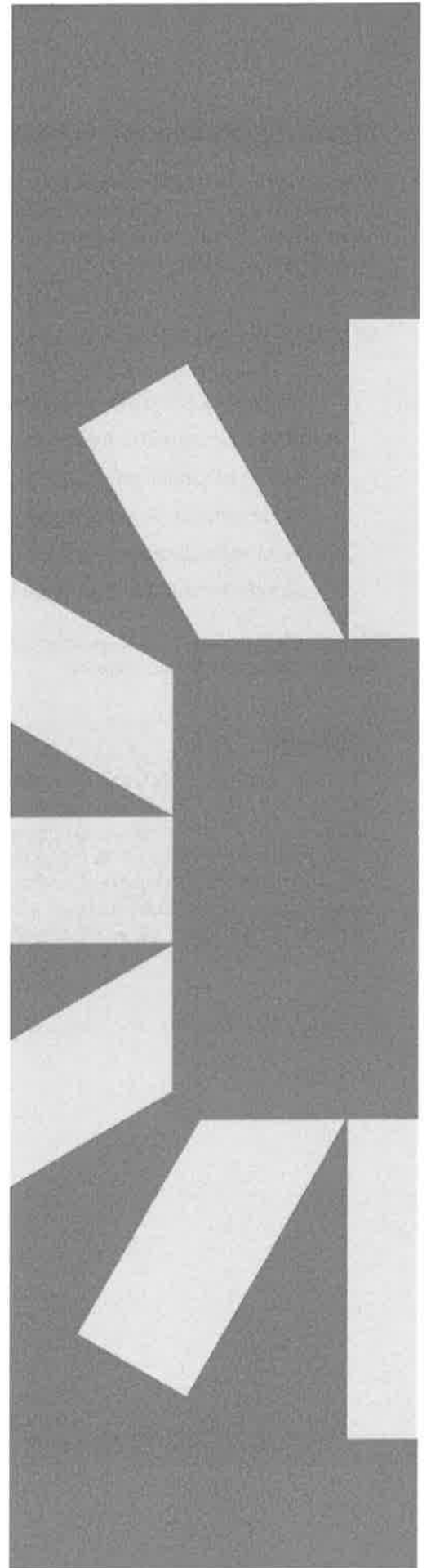
ABSENT:

ABSTAIN:

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



**Retirement Health Savings
Program**
RETURN BOOK (2 of 2)



MissionSquare Retirement Health Savings Plan

This is one of two books containing information to establish your MissionSquare Retirement Health Savings (RHS) Plan. This Return Book contains the documents that must be returned to MissionSquare Retirement to establish a RHS Plan. Should you need additional information on completing the documents, refer to Retain/Instructions Book (1 of 2).

MissionSquare RHS Adoption Documents to return to MissionSquare	Page
▪ Suggested Resolution for Adoption of the MissionSquare RHS Program OR Suggested Affirmative Statement for Adoption of the MissionSquare RHS Program	3
▪ MissionSquare RHS Adoption Agreement	6
▪ VantageTrust II Participation Agreement	15
▪ Administrative Services Agreement (provided separately)	
▪ Sample Declaration of the Integral Part Trust	22
▪ Sample Retiree Welfare Benefits Plan	31

Please retain a copy of all MissionSquare RHS Adoption Documents for your records, including the documents that are being returned to MissionSquare.

Please Note

The information in this book only takes into account the federal tax rules related to the MissionSquare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *MissionSquare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.

Suggested Resolution for Adoption

And

Suggested Affirmative Statement of Adoption

Suggested Resolution for Adoption of the MissionSquare Retirement Health Savings (RHS) Program

Plan Number: 8 803808

Name of Employer: City of Del Mar State: California

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the MissionSquare Retirement Health Savings Program ("Program") through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- the Employer
- the following position within the Employer: _____
(insert title of individual acting as trustee)

the following group or committee within the Employer: _____
(insert group or committee acting as trustee)

the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the _____ Integral Part Trust in the form of: (Select one)

- The sample trust made available by MissionSquare Retirement
- The trust provided by the Employer (executed copy attached hereto)

BE IT FURTHER RESOLVED, that the _____ shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

I, _____, Clerk of the _____

_____ of _____, do hereby certify that the foregoing

resolution, proposed by _____, was duly passed and adopted in

the _____ of the _____ of

_____ at a regular meeting thereof assembled this _____ day of

_____, 20____, by the following vote:

AYES:
NAYS:
ABSENT:

(Seal) Clerk's Signature: _____

Clerk's Title: _____

Suggested Affirmative Statement for Adoption of the MissionSquare Retirement Health Savings (RHS) Program

Plan Number: 8 803808

Name of Employer: City of Del Mar State: California

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's MissionSquare Retirement Health Savings Program through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan"); and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- the Employer
- the following position within the Employer: _____
(insert title of individual acting as trustee)
- the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the _____ Integral Part Trust in the form of: (Select one)

- The sample trust made available by MissionSquare Retirement
- The trust provided by the Employer (executed copy attached hereto)

SPECIFY that the Title _____ shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

Date: _____

Title of Designated Agent

Signature



MissionSquare RHS Adoption Agreement

MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 03808

Select as applicable:

Standalone RHS Integrated RHS Amendment to Existing Plan New Plan

I. **Employer Name:** City of Del Mar State: California

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Plan Dates:**

A. **Plan Effective Date** 07/01/2023

B. **Plan Year:** Enter the annual accounting period for the RHS program, July 1 to June 30

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** _____

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

All Employees

All Full-Time Employees

Non-Union Employees

Public Safety Employees - Police

Public Safety Employees - Firefighters

General Employees

Collectively-Bargained Employees (Specify unit(s)) _____

Other (specify group(s)) _____

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A
(write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A
(write N/A if no minimum age is required).

VI. Contribution Sources and Amounts**A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Payroll earnings

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

_____ % of Earnings*

\$ _____ each Plan Year

A discretionary amount to be determined each Plan Year

Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction in Salary – _____ % of Earnings or \$ See attached will be contributed for the Plan Year.

Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

Accrued Sick Leave _____

Accrued Vacation Leave See attached

Other (specify type of leave) Accrued Leave _____

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including direct employer and mandatory employee contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

_____ % of earnings

Definition of earnings: Same as Section VI.A. Other

\$_____ for the Plan Year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

The account is 100% vested at all times.

The vesting schedule below shall apply to direct employer contributions as outlined in Section VI.B.1.

Vesting schedules beyond 10 years are not supported. For vesting schedules that are not supported, it is the employer's responsibility to maintain and provide the vested percentage of eligible employees upon benefit eligibility.

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

* Definition of retirement includes a separation from service component and is further defined by (check one):

The primary retirement plan of the Employer

Separation from service

Normal Retirement Age (NRA) defined at age _____

Retirement plus years of service - NRA defined by employer at age ____ and _____ years of service

Other _____

For vesting purpose, you must define "retirement" and enter the age and optionally a service period associated with the NRA so that assets are vested 100% for a participant. If NRA is left blank, it will default to age 62.

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**

Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program**A. A Participant is eligible to receive benefits:**

At retirement only (also complete Section B.)
Definition of retirement:

Same as Section VII.B.

Other _____

At separation from service with the following restrictions

No restrictions

Other _____

B. Termination prior to general benefit eligibility: In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

Immediately upon separation from service

Other _____

C. A Participant who becomes totally and permanently disabled

As defined by the Social Security Administration

As defined by the Employer's primary retirement plan

Other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).

✕ Option 1: All Medical Benefits*

Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:

Medical Insurance Premiums

Medical Out-of-Pocket Expenses

Medicare Part B Insurance Premiums

Medicare Part D Insurance Premiums

Medicare Supplemental Insurance Premiums

Prescription Drug Insurance Premiums

COBRA Insurance Premiums

Dental Insurance Premiums

Dental Out-of-Pocket Expenses

Vision Insurance Premiums

Vision Out-of-Pocket Expenses

Qualified Long-Term Care Insurance Premiums

Non-Prescription medications allowed under IRS guidance

Other qualifying medical expenses (describe) _____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

XII. The Plan Will Operate According to the Following Provisions:**A. Employer Responsibilities**

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *MissionSquare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. Check this box if you are including supporting documents that include plan provisions.

Employer Signature

By: Ashley Jones

Date: 8/2/2023

Title: Ashley Jones, City Manager

Attest: Sarah Krietor

Date: 8/2/2023

Title: Sarah Krietor, Administrative Services Manager

VantageTrust II Participation Agreement

VantageTrust II Multiple Collective Investment Funds Trust Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and is effective as of the date of the authorized signature at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed MissionSquare Retirement, or its wholly owned subsidiary, MissionSquare Investments, investment advisors registered under the Investment Advisers Act of 1940, as an investment advisor, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer acknowledges that the Trust Company has appointed MissionSquare Retirement to perform various administrative functions of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of MissionSquare Retirement.
2. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
3. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

4. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (17) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.
5. **Term and Termination.** This Agreement shall be in effect from the day specified at the end of this Agreement until termination by Employer or Trust Company upon ninety (90) days prior written notice.
6. **Termination Restriction.** Employer acknowledges and agrees that, consistent with the terms applicable to the MissionSquare PLUS Fund as outlined in the Disclosure Memorandum, MissionSquare Investments retains full discretion to defer Employer-initiated withdrawals from the MissionSquare PLUS Fund for a period of not more than 12 months following notice of termination of this Agreement.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:
 - A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
 - B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to,

- and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100, as amended or clarified from time to time;
- C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
 - D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made;
 - E. Employer will not transmit, or cause to be transmitted, any order for purchase or redemption of units of the MissionSquare PLUS Fund that are not based on instructions communicated in proper form by Retirement Plan participants; and
 - F. Employer will not use the MissionSquare PLUS Fund as a temporary holding account, default investment, or investment account for employer level accounts including revenue sharing accounts or any other non-participant account. Notwithstanding the foregoing, the Employer can use the MissionSquare PLUS Fund in a forfeiture account.
2. Employer hereby represents and acknowledges the following:
- A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.
 - B. The Declaration of Trust, any addenda thereto, the Disclosure Memorandum, any applicable Fund Fact Sheets, and any additional materials and information requested by the Employer describing the Trust and its business and operation have been made available to the Employer and have been reviewed by the Employer, and that in making a prudent investment decision with respect to the contribution of assets to Trust in exchange for units and the current or future selection of one or more Funds, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given

to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

4. Upon reasonable request by the Trust Company, Employer agrees to provide the Trust Company with a list of all Employer affiliates that provide financial services to Employer, including any broker-dealer.
5. Employer acknowledges that the Trust may invest in a range of securities, whether directly or indirectly through another pooled investment vehicle. Employer acknowledges and agrees that it is solely responsible for determining that the Retirement Trust's investment in the Trust will not contravene any provision of existing law or regulations applicable to the Retirement Trust, or of the organizational or governing documents of the Retirement Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

1. **Consent to Electronic Delivery.** By submitting an email address on the signature page of this Agreement, the Employer hereby authorizes, and agrees to the use of electronic mail or web-based availability to deliver all documents required to be delivered by, or on behalf of, the Fund to the Employer under applicable law or regulation and pursuant to the Declaration of Trust, such delivery or notice of web-based availability to be sent to the email address listed on the signature page of this Agreement, unless Employer otherwise notifies Trust Company in writing. The Employer may elect not to receive such documents by electronic means by submitting a written request to Trust Company.
2. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
3. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
4. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
5. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

6. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Employee Retirement Income Security Act of 1974 ("ERISA"), Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
7. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.
8. **Notice.** All notices under this Participation Agreement must be sent in writing to the below address:

Vantage Trust Company, LLC
c/o MissionSquare Retirement
Attn: Legal Department
777 North Capitol Street, NE
Washington, DC 20002
9. **Electronic Signatures.** The parties agree that this document may be electronically signed and that any electronic signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust

By: VantageTrust Company, LLC, as Trustee,



By: Erica McFarquhar
Assistant Secretary

Plan/Retirement Trust:

City of Del Mar	803808
Plan/Retirement Trust Name	Plan Number
Plan/Retirement Trust Name	Plan Number

By: City of Del Mar	
Name of Employer or Fiduciary	Customer Number

By: 	8/03/2023
Authorized Officer Signature	Date

Ashley Jones, City Manager
Printed Name and Title

1050 Camino del Mar
Address Line 1

Del Mar, CA 92014
Address Line 2

858-755-9313
Telephone Number

Declaration of Trust of the

City of Del Mar

Name of Employer

Integral Part Trust

Declaration of Trust of the

City of Del Mar

(Name of Employer)

Integral Part Trust

Declaration of Trust made as of the 1 day of July, 2023, by and between
the (Name of Employer) City of Del Mar, (State) California

a (Type of Entity) local government entity

(hereinafter referred to as the "Employer") and (Name or Title of Trustee) City of Del Mar

or its designee (hereinafter referred to as the "Trustee").

Recitals

WHEREAS, the Employer is a political subdivision of the State of (state) California exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the (Name of Employer) City of Del Mar

Integral Part Trust (hereinafter referred to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the "Declaration"):

Article I

Definitions

- 1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.
- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
 - (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
 - (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the MissionSquare RHS Adoption Agreement.
 - (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
 - (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
 - (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
 - (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
 - (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
 - (i) **"Trust"** means the trust established by this Declaration.
 - (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

Article II

Establishment of Trust

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

Article III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of **California**.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

Article IV

Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums.

Article V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

Article VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein)

the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:

- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
 - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
 - (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
 - (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will

be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

Article VII

Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

Article IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

Article X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

Article XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

Article XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

Article XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

Article XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

Article XV

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: Ashley Jones

Title: City Manager

TRUSTEE(S):

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

City of Del Mar

Name of Employer

Retiree Welfare Benefits Plan

Retiree Welfare Benefits Plan

Table of Contents

Article I Preamble

- 1.01 Establishment of Plan
- 1.02 Purpose of Plan

Article II Definitions

- 2.01 "Benefits"
- 2.02 "Code"
- 2.03 "Dependent"
- 2.04 "Eligible Medical or Dental Expenses"
- 2.05 "Employer"
- 2.06 "Entry Date"
- 2.07 "Participant"
- 2.08 "Plan Administrator"
- 2.09 "Plan Year"
- 2.10 "Retiree"
- 2.11 "Spouse"

Article III Eligibility

- 3.01 General Requirements

Article IV Amount of Benefits

- 4.01 Annual Benefits Provided by the Plan
- 4.02 Cost of Coverage

Article V Payment of Benefits

- 5.01 Eligibility for Benefits
- 5.02 Claims for Benefits

Article VI Plan Administration

- 6.01 Allocation of Authority
- 6.02 Provision for Third-Party Plan Service Providers
- 6.03 Several Fiduciary Liability
- 6.04 Compensation of Plan Administrator
- 6.05 Bonding
- 6.06 Payment of Administrative Expenses
- 6.07 Timeliness of Payments
- 6.08 Annual Statements

Article VII Claims Procedure

- 7.01 Procedure if Benefits are Denied Under the Plan
- 7.02 Requirement for Written Notice of Claim Denial
- 7.03 Right to Request Hearing on Benefit Denial
- 7.04 Disposition of Disputed Claims
- 7.05 Preservation of Other Remedies

Article VIII Amendment or Termination of Plan

- 8.01 Permanency
- 8.02 Employer's Right to Amend
- 8.03 Employer's Right to Terminate

Article IX General Provisions

- 9.01 No Employment Rights Conferred
- 9.02 Payments to Survivor
- 9.03 Nonalienation of Benefits
- 9.04 Mental or Physical Incompetency
- 9.05 Inability to Locate Payee
- 9.06 Requirement of Proper Forms
- 9.07 Source of Payments
- 9.08 Tax Effects
- 9.09 Multiple Functions
- 9.10 Gender and Number
- 9.11 Headings
- 9.12 Applicable Laws
- 9.13 Severability

City of Del Mar

(Name of Employer)

Retiree Welfare Benefits Plan

Article I

Preamble

THIS INSTRUMENT made and published by City of Del Mar
 (hereinafter called "Employer") on the 1 day of July, 2023
 creates the City of Del Mar Retiree Welfare Benefits Plan ("Plan"), as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the
1 day of September, 2018.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's MissionSquare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 "Benefits"** means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.
- 2.02 "Code"** means the Internal Revenue Code of 1986, as amended.
- 2.03 "Dependent"** means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.
- 2.04 "Eligible Medical Expenses or Dental Expenses"** means those expenses designated by the Employer as eligible for reimbursement in the MissionSquare Retirement Health Savings Adoption Agreement.
- 2.05 "Employer"** means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.
- 2.06 "Entry Date"** means the first day the Participant meets the eligibility requirements of Article III as of such Date.

- 2.07 **"Participant"** means any Retiree who has met the eligibility requirements set forth in Article III.
- 2.08 **"Plan Administrator"** means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.
- 2.09 **"Plan Year"** means the annual accounting period of the Plan, which begins on the 1st day of July, 2023, and ends on the 30th day of June 2024, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on July 1st, and ends on month/day June 30th.
- 2.10 **"Retiree"** means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's MissionSquare Retirement Health Savings Program.
- 2.11 **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

Article IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's MissionSquare Retirement Health Savings Adoption Agreement.

Article V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.

- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's MissionSquare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

Article VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan

Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

Article VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator

shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the MissionSquare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and
- d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

Article VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time to time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

Article IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's MissionSquare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, the Plan Administrator may cause all payments thereafter becoming due to such person to be made to any other person for the benefit of the Participant, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine or feminine pronouns include all genders, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

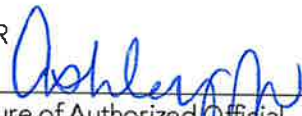
9.12 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of California.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER
By:  Title: City Manager
Signature of Authorized Official
Ashley Jones

ATTEST (if applicable)
By:  Title: Administrative Services Manager
Signature of Attestor
Sarah Krietor

MissionSquare
RETIREMENT

MissionSquare Retirement

**777 North Capitol Street, NE
Washington, DC 20002-4240**

(800) 669-7400
www.missionsq.org
56839-1022-826

EXHIBIT A
VANATAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT

The Employer will make mandatory contributions of Employee compensation as follows:

- Reduction of Salary: 1% of Earnings for Firefighter/Paramedic
- Reduction of Salary: 3% of Earnings for Fire Engineer and Fire Captain
- Conversion of Vacation Hours for Firefighter/Paramedic, Fire Engineer, and Fire Captain:
 - Annual conversion of 24 hours of vacation as a cash deposit to the Employee's RHS account at the Employee's current base hourly rate.
 - Conversion must take place in the pay period that includes September 1, 2023, and subsequently annually in the pay period that includes July 1, starting with July 1, 2024.
 - Each member is required to have the balance of a minimum of 96 hours of vacation preceding the conversion. Members are not required to convert in the years when they do not have a balance of 96 hours of accrued vacation as of July 1.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Jon Edelbrock, Director of Community Services/Lifeguard Chief
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Acceptance of a Donation from the Del Mar Foundation for All-Terrain Wheelchairs and Accessibility Mats

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council: 1) Accept a donation of \$9,000 from the Del Mar Foundation to purchase two all-terrain wheelchairs and two accessibility mats; and 2) Amend the Fiscal Year 2022-23 Operating and Capital Budget to reflect the donation.

DISCUSSION/ANALYSIS:

On July 27, 2023, the City of Del Mar received a funding commitment letter from the Del Mar Foundation (DMF) to purchase two all-terrain wheelchairs and two beach access mats in Fiscal Year (FY) 2023-24 (Attachment A). The wheelchairs replace two older wheelchairs in disrepair and the accessibility mats will be added to the 20th Street beach access area.

The accessibility mats are similar to existing mats located at the 17th and 25th Street beach accesses. The wheelchairs and accessibility mats will contribute to facilitating greater access for all individuals that use the public space, especially those with mobility impairments. DMF has previously donated multiple wheelchairs and accessibility mats to the City, which are utilized by the public daily as well as for special events including the weekly surf clinic operated by the Veteran's Affairs Medical Center. The wheelchairs will be stored in the Beach Safety Center when not in use, and the accessibility mats will be stored at Public Works during periods of significant beach sand erosion and/or high tides, preventing their use.

FISCAL IMPACT:

Acceptance of the donation from DMF will provide a total of \$9,000 in funding to purchase two all-terrain wheelchairs and two beach access mats. Council approval of the recommended action for this agenda item will amend the FY 2023-24 Operating and Capital Budget as reflected in the table below and will have no impact to the General Fund Contingency.

DESCRIPTION	ACCOUNT	AMOUNT
Revenue		
Contributions	01.4800.4831	\$9,000

		Subtotal:	\$9,000
Expenditures			
Small Tools & Equipment		01.5631.2600	\$9,000
		Subtotal:	\$9,000
TOTAL GENERAL FUND CONTINGENCY IMPACT:			\$0

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 - DMF Donation Funding Commitment Letter



August 8, 2023

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

RE: Grant from Del Mar Foundation

Honorable Mayor and City Council Members:

I am pleased to inform you that the Del Mar Foundation has approved a donation to the City in the amount of up to \$9,000 for the purchase of two Debug All-Terrain beach-accessible wheelchairs and two rollup Mobi Mats. The 15' and 33' mats will improve beach accessibility in Del Mar locations underserved by current equipment. This donation will augment similar beach wheelchairs and mats currently in use and previously donated by the Del Mar Foundation.

We are delighted to be part of the City's efforts to continue to improve access to beautiful Del Mar Beaches by those whose enjoyment of them is enhanced by the availability of this special equipment.

Yours truly,



Hylton Lonstein
President

P.O. Box 2913 Del Mar, CA 92014
Office: 225 9th Street, Del Mar • (858) 635-1363
www.delmarfoundation.org



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Joe Bride, Public Works Director
Mariel Cairns, Associate Management Analyst
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: First Amendment to Agreement with West Coast Arborists for As-Needed Citywide Tree Management and Maintenance Services

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve the First Amendment to the Agreement (Agreement) between the City of Del Mar and West Coast Arborists, Inc. (Attachment A) for as-needed citywide tree management and maintenance services; and 2) Authorize the City Manager to execute the First Amendment.

DISCUSSION/ANALYSIS:

The City of Del Mar is committed to the preservation of its urban forest and protection of the natural environment, which is codified in Section 23.50 of the Del Mar Municipal Code (City Tree Ordinance). The City's Public Works Department is responsible for the maintenance of approximately 1,500 trees located on City properties and rights-of-way. The City provides tree maintenance services to promote public safety, reduce hazardous conditions, maintain scenic ocean views, and provide visibility for motorists. The Department strategically uses a combination of contractual tree trimming services and in-house staff to maintain the urban forest consistent with best management practices.

On September 8, 2020, the City entered into an Agreement with West Coast Arborists, Inc. (WCA) (Attachment B) for as-needed citywide tree management and maintenance services for a three-year period, ending on September 8, 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 Contractor. During the initial term of the Agreement, WCA has provided high quality tree maintenance and certified arborist services to the City and has been very timely in responding to emergency requests.

Due to escalating costs of operations, WCA has requested a Consumer Price Index (CPI) based increase of 4.3% in the unit costs for tree management and maintenance services for the remainder of the term of the Agreement. As the Agreement does not

City Council Action:

provide for a CPI adjustment, an amendment to the Agreement is needed to formally approve the increase in service rates.

For these reasons, staff recommends approval of the First Amendment to extend the term of the Agreement for an additional two-year period ending on September 8, 2025, and increase unit costs for as-needed citywide tree management and maintenance services by a CPI adjustment of 4.3%.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council for this agenda item. Funds for the as-needed tree management and maintenance services, which total approximately \$120,000 annually, are included in the Council approved budget for Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

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 – First Amendment to Agreement with West Coast Arborists
- Exhibit B to Attachment A – First Amendment Fee Schedule
- Attachment B – Agreement with West Coast Arborists for As-Needed Citywide Tree Management and Maintenance Services

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEL MAR
AND WEST COAST ARBORISTS, INC.
FOR AS-NEED CITYWIDE TREE MANAGEMENT AND MAINTENANCE SERVICES**

THIS FIRST AMENDMENT to the Agreement (First Amendment) is made and entered into effective the 8th day of September, 2023, by and between the City of Del Mar, a Charter City and municipal corporation (“City”), and West Coast Arborists, Inc. (“Contractor”) (collectively “Parties”).

RECITALS

WHEREAS, on September 8, 2020, the City and Contractor entered into an Agreement (Agreement), by which the City and Contractor established the terms and conditions for providing as-needed citywide tree management and maintenance services in the parks, medians, street ends, and other public areas of the City of Del Mar for a three-year period terminating September 8, 2023; 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 First Amendment is necessary in order to extend the term of the Agreement and to provide for a 4.3% Consumer Price Index (CPI) based increase to the fees for services.

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 September 8, 2020, and terminating September 8, 2025 (“Termination Date”) unless terminated earlier as set forth herein.

Section 2. Exhibit B to the Agreement (“Fee Schedule”) is hereby removed and replaced by the new Exhibit B included with this First Amendment to provide for a Consumer Price Index based price increase of 4.3% for as-needed tree management and maintenance services.

Section 3. 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

WEST COAST ARBORISTS, INC.

By: _____
Ashley Jones, City Manager

By: _____
Patrick Mahoney, President

ATTEST:

By: _____
Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

By: _____
Leslie E. Devaney, City Attorney



Schedule of Compensation for Year 2023 - 2024

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$68.84
2	Full Prune 0-18 DBH	Each	\$83.44
3	Full Prune 19-30 DBH	Each	\$125.16
4	Full Prune 31+ DBH	Each	\$150.19
5	Crown Raise	Each	\$61.54
6	Crown Clean 0-18 DBH	Each	\$83.44
7	Crown Clean 19-30 DBH	Each	\$125.16
8	Crown Clean 31+ DBH	Each	\$150.19
9	Crown Reduction 0-18 DBH	Each	\$93.87
10	Crown Reduction 19-30 DBH	Each	\$150.19
11	Crown Reduction 31-36 DBH	Each	\$191.91
12	Crown Reduction 37+ DBH	Each	\$296.21
13	Date Palm Prune	Each	\$208.60
14	Date Palm Trunk Clean	Each	\$208.60
15	Fan Palm Prune	Each	\$87.61
16	Fan Palm Trunk Clean	Each	\$108.47
17	Palm Prune - All Other	Each	\$68.84
18	Tree & Stump Removal 0-12 DBH	Each	\$292.04
19	Tree & Stump Removal 13-18 DBH	Each	\$709.24
20	Tree & Stump Removal 19-24 DBH	Each	\$980.42
21	Tree & Stump Removal 25-30 DBH	Each	\$1,272.46
22	Tree & Stump Removal 31-36 DBH	Each	\$1,512.35
23	Tree & Stump Removal 37+ DBH	Each	\$1,971.27
24	Tree Only Removal 0-12 DBH	Each	\$250.32
25	Tree Only Removal 13-18 DBH	Each	\$646.66
26	Tree Only Removal 19-24 DBH	Each	\$907.41
27	Tree Only Removal 25-30 DBH	Each	\$1,147.30
28	Tree Only Removal 31-36 DBH	Each	\$1,428.91
29	Tree Only Removal 37+ DBH	Each	\$1,793.96
30	Stump Removal	Inch	\$20.86
31	Plant 15 Gallon Tree	Each	\$187.74
32	Plant 24" Box Tree	Each	\$375.48
33	Plant 36" Box Tree	Each	\$1,043.00
34	Arborist Report	Man Hour	\$156.45



Schedule of Compensation for Year 2023 - 2024

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Risk Assessment	Man Hour	\$156.45
36	Specialty Equipment Rental	Day	\$1,043.00
37	Crew Rental - per man	Man Hour	\$92.83
38	Emergency Crew Rental - per man	Man Hour	\$113.69
39	Emergency Response - after hours	Man Hour	\$134.55

The current rates have remained fixed since 9/1/2020. The proposed rates reflect a cost adjustment of 4.3% based on the current Consumer Price Index for All Urban Consumers (CPI-U): San Diego (July-July). Upon approval, the new rates will be effective 9/1/2023 and valid for 12 months.



Schedule of Compensation for Year 2024 - 2025

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$71.80
2	Full Prune 0-18 DBH	Each	\$87.00
3	Full Prune 19-30 DBH	Each	\$130.50
4	Full Prune 31+ DBH	Each	\$156.65
5	Crown Raise	Each	\$64.15
6	Crown Clean 0-18 DBH	Each	\$86.00
7	Crown Clean 19-30 DBH	Each	\$130.50
8	Crown Clean 31+ DBH	Each	\$156.65
9	Crown Reduction 0-18 DBH	Each	\$97.90
10	Crown Reduction 19-30 DBH	Each	\$156.65
11	Crown Reduction 31-36 DBH	Each	\$200.15
12	Crown Reduction 37+ DBH	Each	\$309.00
13	Date Palm Prune	Each	\$217.60
14	Date Palm Trunk Clean	Each	\$217.60
15	Fan Palm Prune	Each	\$91.40
16	Fan Palm Trunk Clean	Each	\$113.15
17	Palm Prune - All Other	Each	\$71.80
18	Tree & Stump Removal 0-12 DBH	Each	\$304.60
19	Tree & Stump Removal 13-18 DBH	Each	\$739.75
20	Tree & Stump Removal 19-24 DBH	Each	\$1,022.55
21	Tree & Stump Removal 25-30 DBH	Each	\$1,372.15
22	Tree & Stump Removal 31-36 DBH	Each	\$1,577.00
23	Tree & Stump Removal 37+ DBH	Each	\$2,056.00
24	Tree Only Removal 0-12 DBH	Each	\$261.10
25	Tree Only Removal 13-18 DBH	Each	\$674.45
26	Tree Only Removal 19-24 DBH	Each	\$946.00
27	Tree Only Removal 25-30 DBH	Each	\$1,196.00
28	Tree Only Removal 31-36 DBH	Each	\$1,490.35
29	Tree Only Removal 37+ DBH	Each	\$1,871.00
30	Stump Removal	Inch	\$21.00
31	Plant 15 Gallon Tree	Each	\$195.80
32	Plant 24" Box Tree	Each	\$391.60
33	Plant 36" Box Tree	Each	\$1,134.60
34	Arborist Report	Man Hour	\$163.20



Schedule of Compensation for Year 2024 - 2025

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Risk Assessment	Man Hour	\$163.20
36	Specialty Equipment Rental	Day	\$1,087.85
37	Crew Rental - per man	Man Hour	\$96.80
38	Emergency Crew Rental - per man	Man Hour	\$118.55
39	Emergency Response - after hours	Man Hour	\$140.30

The proposed rates reflect a cost adjustment of 4.3% similar to the Consumer Price Index for All Urban Consumers (CPI-U): San Diego (July 2022-July2023). Upon approval, the new rates will be effective 9/1/2024 and valid for 12 months.

**PROFESSIONAL SERVICES AGREEMENT
FOR AS-NEEDED CITYWIDE TREE MANAGEMENT AND MAINTENANCE
SERVICES BETWEEN THE CITY OF DEL MAR AND
WEST COAST ARBORISTS, INC.**

This Agreement for As-Needed Citywide Tree Management and Maintenance Services ("Agreement") is made and entered into this 8th day of September, 2020, by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and West Coast Arborists, Inc. ("Contractor") (collectively "Parties").

WHEREAS, the City desires to employ a Contractor to provide as-needed citywide tree management and maintenance services in the parks, medians, street ends, and other public areas in the City of Del Mar ("Tree Maintenance 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 Fee Schedule attached hereto as Exhibit "B" and incorporated herein; and

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

WHEREAS, Contractor 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. CONTRACTING SERVICES.

1.1 Scope of Services. The Contractor shall perform the Tree Maintenance 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. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. Such services shall be provided at the direction of the City.

1.2 Prevailing Wage Obligation. Contractor is hereby notified that this project is a public work and is subject to State prevailing wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract, from Director of the Department of Industrial Relations. Current prevailing wage rates and information is available on the Internet at <http://www.dir.ca.gov>. Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813,

and 1815 of the Labor Code.

Pursuant to the provisions of section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, a sum to be determined by the Labor Commissioner for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by it or by any subcontractor under it, in violation of the provisions of the Agreement.

All contractors and subcontractors must be registered with the Department of Industrial Relations, State of California (DIR) prior to submitting a bid on any public works project, pursuant to Labor Code section 1725.5. Quotes from contractors or subcontractors that are not currently registered as required will be deemed nonresponsive and will not be considered. This project is subject to compliance monitoring and enforcement by the DIR.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a period of three (3) years beginning on September 8, 2020, and ending on September 8, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may be extended for an additional two-year period upon agreement of both Parties. Such extension, if any, will be evidenced by a written amendment to this Agreement.

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

2.3 City's Right to Terminate for Default. Should Contractor be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Contractor 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 Contractor's default, City may terminate this Agreement, without cause, by giving written notice to Contractor. Such termination shall be effective upon receipt of the written notice. Contractor 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 Contractor shall be provided on a task order basis at the rates described in the Fee Schedule contained in **Exhibit “B.”** Contractor 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 Contractor in advance. Contractor acknowledges that it is not guaranteed any particular amount of work. Normal processing time for payment is four (4) weeks after CITY’S receipt of invoice. Notwithstanding, Contractor shall pay wages to Contractor’s employees according to the current “General Prevailing Wage Rates” issued by the Department of Industrial Relations of the State of California.

4.2 Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Contractor. Should such additional services be required, Compensation therefore shall be paid to the Contractor in accordance with Fee Schedule contained in Exhibit “B.” City and Contractor shall agree to the costs prior to commencement of such work.

5. INDEPENDENT CONTRACTOR. Contractor shall perform the services provided for herein in a manner of Contractor’s own choice, as an independent contractor and in pursuit of Contractor’s independent calling, and not as an employee of the City. The Contractor has and shall retain the right to exercise full control and supervision of all persons assisting the Contractor in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Contractor shall confer with the City at a mutually agreed frequency and inform the City of incremental work/progress as well as receive direction from the City. Neither Contractor nor Contractor’s employees shall be entitled in any manner to any employment benefits, including but not limited to employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this Agreement. It is the intent of the parties that neither Contractor nor its employees are to be considered employees of City, whether “common law” or otherwise, and Contractor shall indemnify, defend and hold City harmless from any such obligations on the part of its officers, employees and agents.

6. STATEMENT OF EXPERIENCE. Contractor 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 Contractor using the degree of care and skill ordinarily exercised by reputable Contractors practicing in the same field of service in the State of California. By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Contractor and all of Contractor’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 Contractor 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. Contractor 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 Contractor 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 services performed by Contractor, 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 Contractor, at the time that it was disclosed to Contractor by the City, (b) subsequently becomes publicly known through no act or omission of Contractor or (c) otherwise becomes known to Contractor 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 Contractor or subcontractors.

9. CONFLICTS OF INTEREST.

9.1 Contractor 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. Contractor 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 Contractor has a financial interest as defined in Government Code § 87103. Contractor 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 Contractor shall comply with all of the reporting requirements of the Political Reform Act. The Contractor shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Contractor is subject to a conflict of interest code, if applicable. The Contractor 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 Contractor was subject to a conflict of interest code.

9.3 If, in performing the Tree Maintenance Services set forth in this Agreement, the Contractor 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 Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Contractor’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 Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Prior to performing any work, Contractor shall provide proof and maintain limits no less than those specified in this Section. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than A: VIII. Carriers must be licensed to do business in the California and maintain an agent for service of process within California.

11.2 Contractor’s liabilities, including but not limited to Contractor’s indemnity obligations, under this Agreement, shall not be deemed limited in any way by 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. Failure to provide and continue in force any insurance as described in this Insurance Section shall be deemed a material breach of this Agreement, which the City may deem to constitute cause for immediate termination.

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

11.3.1 Commercial General Liability (CGL). Insurance written on an ISO Form CG 00 01 covering CGL on an “occurrence” basis. Policy shall include all elements of Coverages A, B and C. in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage 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. Insurance written on an ISO Form CA 00 01 covering any auto (Code 1) with a combined single limit of \$1,000,000 per accident for bodily injury and property damage.

11.3.3 Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident; \$1,000,000 policy limit bodily injury by disease; and \$1,000,000 each employee bodily injury by disease. The Contractor 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.

11.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Contractor and must be declared to and approved by the City. At the option of the City, either (1) Contractor shall have its insurer reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or (2) the Contractor 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 with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. Commercial general liability coverage shall be provided in the form of an additional insured policy endorsement to the MCIMETRO's insurance at least as broad as ISO CG 20 10 and CG 20 37 forms, respectively. Auto liability coverage shall be provided in the form of an additional insured policy endorsement at least as broad as the ISO CA 20 48 form.

11.5.2 For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City, its officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall provide City a conforming ISO CG 20 01 Endorsement for Commercial General Liability and ISO CA 04 50 Endorsement for Auto Liability, respectively.

11.5.3 Contractor agrees to waive all rights against City and its officials, officers, employees, agents and volunteers for recovery of damages to the extent

these damages are covered by the Commercial General Liability and Auto Liability insurance required pursuant to this Agreement. Contractor shall provide City a conforming ISO CG 24 04 Endorsement for Commercial General Liability and ISO CA 04 44 Endorsement for Auto Liability, respectively.

11.6 Verification of Coverage. The coverage forms and related endorsements required herein by Contractor shall conform to the Insurance Services Office (ISO) 2013 Edition (or the latest revision available). Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms that 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 Contractor 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 Contractor, its employees, agents, and subcontractor's performance of services under this Agreement. Contractor'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. 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 Contractor under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Contractor 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 Contractor agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Contractor, its officers, agents, representatives, employees, sub-Contractors, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend.

12.4 This Section shall not be limited by any provision of insurance coverage either Party may have in effect during the term of this Agreement. This provision shall survive the expiration or termination of this Agreement.

13. CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

14. SUBCONTRACTORS.

14.1 The Contractor's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the City.

14.2 All contracts entered into between the Contractor 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 under this Agreement and for the duration of this Agreement. The Contractor 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 Contractor.

14.3 In any dispute between the Contractor and its Subcontractors, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be had 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.

15. NON-DISCRIMINATION. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with 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. Contractor 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.

16. 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:	If to Contractor:
City Clerk	Victor Gonzalez, Vice President
City of Del Mar	West Coast Arborists, Inc.
1050 Camino del Mar	2200 E. Via Burton St.
Del Mar, CA 92014	Anaheim, CA 92806

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

18. 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 Contractor or any of Contractor's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Contractor by City. The acceptance or use of any such equipment by Contractor, Contractor's employees, or subcontractors shall be construed to mean that Contractor 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.

19. 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.

20. 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.

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

22. 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.

23. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Contractor 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.

24. NO WAIVER. No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this 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.

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

26. 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.

27. 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.

28. 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.

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

30. 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.

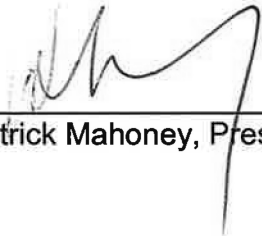
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

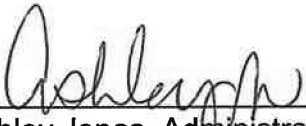
**CITY OF DEL MAR,
a municipal corporation**

By: 
CJ Johnson, City Manager

WEST COAST ARBORISTS, INC.

By: 
Patrick Mahoney, President

ATTEST:


Ashley Jones, Administrative
Services Director/City Clerk

APPROVED AS TO FORM:


Leslie E. Devaney, City Attorney

EXHIBIT A – Scope of Services

The scope of work is complete, continuous, consistent and safe tree maintenance of a variety of species throughout the City. Tree maintenance may consist of pruning, removals, stump grinding, planting, staking, pest control, fertilizing, watering, emergency response, arborist services, inventory and banner hanging work.

The Contractor shall provide all equipment, labor and materials necessary for performing tree maintenance according to the specifications in this agreement. The equipment shall be clean and well-maintained, of the latest and most efficient design. Maintenance personnel shall be uniformed professional and well trained.

Selective pruning shall be employed always based solely on the standards prescribed by the International Society of Arboriculture and according to the ANSI A300 pruning standards.

The intent and purpose of this agreement is to provide a level of tree maintenance to the areas such that each will present a safe, pleasing, and desirable appearance always within the limitations of the contracted service requirements. The contractor agrees to maintain all the designated areas covered by this Agreement at such levels. The City Public Works Director, or his designated representative, shall be the sole judge as to the adequacy and quality of the tree maintenance. The work shall be done in accordance with The City of Del Mar's Public Tree Policy Manual and the "The 'Green Book' Standard Specifications for Public Works Construction" 2018 edition including subsequent amendments, supplements and/or additions.

Where the City Public Works Director is mentioned in these provisions, it shall be noted that his designated representative may act on his behalf regarding administration of this agreement.

The term "tree" is used about both woody trees and palms in the language of this agreement, unless otherwise specified.

Complete pruning includes: raising the canopy height for building and right of way clearance, eliminating deadwood, crossing branches, and other safety concerns; shaping and thinning for the health for the health of the tree and for aesthetics.

The exact number of trees to be pruned at any one time will be determined when specific addresses and locations are provided.

Contractor is to provide all labor and equipment necessary to perform pruning operations as described in this contract.

All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree, following procedures of current industry standards, or as instructed by the City. All major pest problems shall be reported to the City Public Works Director within 24 hours from the initial identification via email.

1.1. SUPERVISION & STAFF

The Contractor shall assign a supervisor to be on site each working day, working regular working hours, for the duration of this contract. The contractor and its staff shall have skills, expertise, and experience in arboriculture; including pest control, soils, fertilizers and plant identification. The supervisor must be fluent in the English language. The supervisor shall be thoroughly knowledgeable of the General and Special Provisions of this Agreement.

1.2. WORK LISTS

a) Grid Pruning - The Public Works Department will identify pruning locations by providing an annual list of specific trees to the Contractor, along with a specific pruning assignment such as full trim, clean, raise, or palm trimming. The Contractor shall document all work onto a City Contractor Work List; and record the location, species, size, work type, quantity, unit costs and lump sum amounts for each tree trimmed.

b) Removals and Plantings - The Public Works Department will provide a work list consisting of location, tree species, size, work type, quantity, unit costs and lump sum amounts.

c) Inspection - The Contractor shall notify the Public Works Department Representative upon completion of each work list and shall not process any work list for invoicing until all sites on the list have been inspected by the Public Works Department Representative. Also, daily, or as required, the Contractor or its supervisor may walk the project with the Public Works Department Representative for determining compliance with the specifications or to discuss required work. Any tree(s), which in the opinion of the Public Works Department have not been pruned, removed or planted according to the conditions of the specifications set forth herein shall be brought to the attention of the Contractor and, if not corrected, payment to the Contractor will not be made until the condition is corrected.

d) Service Requests and Location Lists - The Contractor could be given additional service requests and location lists each day, in addition to the weekly or grid schedule list. This work will be considered as normal work and not subject to emergency work cost or crew rental costs.

1.3. TREE INVENTORY AND WORK SHEETS

All trees that are in the tract, in which the Contractor is working, shall be recorded onto a City Tree Inventory List. The Tree Inventory along with the list of trees pruned/removed shall be given to the Public Works Department Representative monthly. Each field on the inventory sheet should be filled in as follows:

a) Right of Way – This is the public right of way (and/or tree maintenance easement) as recorded in the development plans. The measurement will be the width of the parkway, or in areas in which there is no parkway, the designated footage beginning from the curb face.

b) Address – Consists of the house number and complete street name. If the tree is on the side of a corner house, the name of the intersecting street shall be included.

c) Species – Including hybrids, varieties and cultivars.

d) Diameter at Breast Height (DBH) – The measurement of the trunk diameter at 4.5 feet from the base. Multi-trunk trees shall be recorded by using the DBH of the largest trunk followed by the letter M and the total amount of the trunks.

1.4. CREW RENTAL

The standard crew is three (3) workers, one (1) chipper truck, one (1) chipper and all necessary hand tools. The crew equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work.

1.5. EMERGENCY RESPONSE WORK SCHEDULE

Emergency response work may be required to mitigate safety hazards outside of normal working hours.

a) Emergency response work will not be performed without prior approval by the Public Works Department unless a condition exists wherein it appears there is a danger of injury to persons or property.

b) Payment of emergency response work shall be in accordance with the hourly rates and unit prices in the Emergency Response Work Schedule.

c) The City reserves the right to cause any emergency response work deemed necessary by the Public Works Department to be performed by the City crews, other contractors, or day labor, at no cost to the Contractor.

d) Emergency response work is work performed after normal working hours or anytime during a 24- hour period that the Public Works Department deems an emergency. Emergency response work does not include service requests and location lists assigned during normal working hours (7 a.m. to 4 p.m. Monday through Friday, not including Holidays)

e) Emergency Response and Crew Rental rates begin when the crew arrives on site and begins work, and end at the completion of the work requested by the City. Portal to Portal pay is not allowed.

1.6. SAFETY MEASURES

a) The Contractor shall obey and adhere to Cal OSHA requirements for worker safety, and ANSI Z133.1 Safety Requirements.

b) Any person working in proximity to electrical conductors shall be properly trained in electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California.

c) Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Works Department.

d) The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the vehicle moved to a safe location. Any abandoned vehicle shall be reported to the San Diego Sheriff's Dept.

1.7. PRESERVATION OF PROPERTY

a) The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site.

b) Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor, to a condition equivalent to that existing before damage occurred.

c) The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Works Department. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Works Department. Where there is a difference in value between the trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Works Department, using the latest Council of Tree and Landscape Appraisers – Guide for Plant Appraisal.

1.8. PRESERVATION OF WILDLIFE

Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition.

1.9. QUALITY OF WORK

The Contractor shall be committed to retaining the value of all trees in its care, and at no time under this contract agreement shall the Contractor decrease the value of any tree without written authorization from the Public Works Department. The Contractor shall be skilled in arboriculture and have the expertise necessary to perform all duties to the highest standard, as required in this agreement. The Public Works Director shall be the sole judge as to the adequacy and quality of maintenance.

1.10. DISEASE CONTROL

Any monocot or dicot species that is known to transmit an infectious disease prevalent in the landscape shall be pruned with handsaws, pole saws or reciprocating saws only. Prior to pruning, all saw blades must be sterilized by a ten (10) minute

immersion in a bucket of water containing twenty-five (25) percent chlorine bleach. A fresh solution shall be mixed daily. Each tree shall be pruned utilizing a blade that has been sterilized in this fashion, thereby preventing tree-to-tree disease transmission via the saw blade. After a tree has been pruned, the saw blade shall not be utilized again until it has been sterilized by the ten (10) minute immersion method described above.

1.11. PRUNING – GENERAL REQUIREMENTS

a) Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture.

b) The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Works Department, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased.

c) The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted.

d) Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge.

e) Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Works Department, unless said branch is weakly attached or has other significant defect.

f) Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method.

g) When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent.

h) When reducing the length of a limb back to a lateral branch, the lateral should be at least one-third the diameter of the portion removed.

i) Young trees shall be pruned primarily to improve structure.

j) Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance or hazard. The cost shall be adjusted to one half that for complete raise.

k) The use of climbing spurs, gaffs, or any other climbing device that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.

l) The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Works Department of them by address.

m) Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible.

n) Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

1.12. PRUNING – WORK TYPE DESCRIPTIONS

The following four work type descriptions may be assigned to the Contractor. All general requirements for pruning shall be followed.

a) Grid Pruning – Grid pruning means routine tree pruning per pre-designated districts/grids on a scheduled cycle or any grouping of seven (7) or more trees near one another, within an approximate 200-yard radius, and shall be paid as grid pruning even when off the regularly scheduled district/grid plan.

b) Full Pruning - The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs. Selective pruning shall be implemented; any or all pruning techniques shall be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown restoration.

c) Crown Raise - In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one-half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore mentioned specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.

d) Crown Cleaning - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches. Crown cleaning shall also include crown raise, when needed to provide proper clearance.

e) Crown Reduction - In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.

f) Palm Pruning – Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base. All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully. When pruning palms in the

Phoenix genus it is imperative to sterilize all pruning equipment to avoid possible tree-to-tree transmission of the disease *Fusarium oxysporum*.

1.13. SELECTIVE PRUNING

When performing any of the pruning work types, it is imperative to employ selective pruning to prevent over pruning. If any tree in an assigned area requires a lesser amount of pruning than what has been assigned, only that which is necessary will be performed.

1.14. TREE REMOVALS

a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.

b) Trees designated for removal by the Public Works Department will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt regarding the trees(s) to be removed, the Public Works Department will be contacted before work commences.

c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.

d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Works Department.

e) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert) must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.

f) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.

1.15. TREE PLANTING AND STAKING

a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees by the California Department of Forestry and Fire Protection.

b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The standard plan for tree planting, as per Standard Plans for Public Works Construction (SPPWC), Std. Plan No 518-3, Sheet 2, shall be followed.

c) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If the container does not come off easily, it shall be cut on one or more sides, from top to bottom, to allow its removal. Circling roots shall be separated and spread outward. Densely matted roots that cannot be teased apart shall be cut cleanly in two places.

d) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.

e) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.

f) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.

g) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.

h) A plastic guard shall be placed loosely around the base of the trunk.

i) A watering basin shall be placed around the outer edge of the root ball in areas where run-off will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.

1.16. STAKING ONLY

The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the

contractor is pruning or where otherwise directed by the Public Works Department. All the standards shall be followed.

1.17. STAKE REMOVAL

The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil. All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes. Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.

1.18. REMOVAL OF BRUSH AND DEBRIS

The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations.

a) Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal.

b) Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.

1.19. TREE WATERING

Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the first year after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities. At the discretion of the Public Works Department, older trees will be included on a watering schedule.

1.20. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

1.21. MILLING

On occasion, the City may request for some of the removed Urban Forest material be milled down for special projects. The Contractor shall provide a per foot milling cost of this material. Milling can be performed on or off site.

EXHIBIT B - Fee Schedule

ITEM	DESCRIPTION	UNIT	UNIT COST	TOTAL COST
Grid Pruning				
1	Flat rate price per tree to prune city trees in the grid	EA	\$ 66.00	\$ 66.00
2	Flat rate price per tree to prune palm trees in the grid	EA	\$ 66.00	\$ 66.00
Full Prune per Service Request				
3	0"-12" Diameter Standard Height	EA	\$80.00	\$ 80.00
4	13"-18" Diameter Standard Height	EA	\$ 80.00	\$ 80.00
5	19"-24" Diameter Standard Height	EA	\$ 120.00	\$ 120.00
6	25"-30" Diameter Standard Height	EA	\$ 120.00	\$ 120.00
7	31"-36" Diameter Standard Height	EA	\$ 144.00	\$ 144.00
8	36"+ Diameter Standard Height	EA	\$ 144.00	\$ 144.00
Crown Raise per Service Request – Hardwood Tree				
9	0"-12" Diameter Standard Height	EA	\$ 59.00	\$ 59.00
10	13"-18" Diameter Standard Height	EA	\$ 59.00	\$ 59.00
11	19"-24" Diameter Standard Height	EA	\$ 59.00	\$ 59.00
12	25"-30" Diameter Standard Height	EA	\$ 59.00	\$ 59.00
13	31"-36" Diameter Standard Height	EA	\$ 59.00	\$ 59.00
14	36"+ Diameter Standard Height	EA	\$ 59.00	\$ 59.00
Crown Cleaning per Service Request – Hardwood Tree				
15	0"-12" Diameter Standard Height	EA	\$80.00	\$ 80.00
16	13"-18" Diameter Standard Height	EA	\$80.00	\$ 80.00
17	19"-24" Diameter Standard Height	EA	\$120.00	\$ 120.00
18	25"-30" Diameter Standard Height	EA	\$120.00	\$ 120.00
19	31"-36" Diameter Standard Height	EA	\$144.00	\$ 144.00
20	36"+ Diameter Standard Height	EA	\$144.00	\$ 144.00

Crown Reduction per Service Request – Hardwood Tree				
21	0"-12" Diameter Standard Height	EA	\$ 90.00	\$ 90.00
22	13"-18" Diameter Standard Height	EA	\$ 90.00	\$ 90.00
23	19"-24" Diameter Standard Height	EA	\$ 144.00	\$ 144.00
24	25"-30" Diameter Standard Height	EA	\$ 144.00	\$ 144.00
25	31"-36" Diameter Standard Height	EA	\$ 184.00	\$ 184.00
26	36"+ Diameter Standard Height	EA	\$ 284.00	\$ 284.00
Palm Pruning				
27	Prune Date Palm (Phoenix spp.)	EA	\$ 200.00	\$ 200.00
28	Clean Trunk for Date Palm (Phoenix spp.)	EA	\$ 200.00	\$ 200.00
29	Prune Fan Palm (Washingtonia spp.)	EA	\$ 84.00	\$ 84.00
30	Clean Trunk for Fan Palm (Washingtonia spp.)	EA	\$ 104.00	\$ 104.00
31	Prune all other Palm Species	EA	\$ 66.00	\$ 66.00
Tree and Stump Removal				
32	0"-12" Diameter Standard Height	EA	\$ 280.00	\$ 280.00
33	13"-18" Diameter Standard Height	EA	\$ 680.00	\$ 680.00
34	19"-24" Diameter Standard Height	EA	\$ 940.00	\$ 940.00
35	25"-30" Diameter Standard Height	EA	\$ 1,220.00	\$ 1,220.00
36	31"-36" Diameter Standard Height	EA	\$ 1,450.00	\$ 1,450.00
37	36"+ Diameter Standard Height	EA	\$ 1,890.00	\$ 1,890.00
Tree Removal Only. No Stump Removal.				
38	0"-12" Diameter Standard Height	EA	\$ 240.00	\$ 240.00
39	13"-18" Diameter Standard Height	EA	\$ 620.00	\$ 620.00
40	19"-24" Diameter Standard Height	EA	\$ 870.00	\$ 870.00
41	25"-30" Diameter Standard Height	EA	\$ 1,100.00	\$ 1,100.00
42	31"-36" Diameter Standard Height	EA	\$ 1,370.00	\$ 1,370.00
43	36"+ Diameter Standard Height	EA	\$ 1,720.00	\$ 1,720.00

	Stump Removal			
44	Stump Removal per Stump Diameter Inch at Grade	INCH	\$ 20.00	\$ 20.00
	Tree Planting and Staking			
45	15 Gallon (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ 180.00	\$ 180.00
46	24 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ 360.00	\$ 360.00
47	36 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ 1,000.00	\$ 1,000.00
	General Labor Rates			
48	Hourly Rate for 1 Ground-person	HR	\$89.00	\$ 89.00
49	Hourly Rate for 1 Equipment Operator	HR	\$89.00	\$ 89.00
50	Hourly Rate for 1 Trimmer	HR	\$89.00	\$ 89.00
	Day Rate			
51	Day Rate Service Crew	DAY	\$ 2,403.00	\$ 2,403.00
52	Specialty Equipment Day Rate	DAY	\$ 1,000.00	\$ 1,000.00
	Emergency Services			
53	During normal business hours	HR	\$ 109.00	\$ 109.00
54	After hours, weekends and/or holidays	HR	\$ 129.00	\$ 129.00
	General Arborist Services			
55	Arborist Reports	HR	\$ 150.00	\$ 150.00
56	Level 1, 2, and 3 Risk Assessments	HR	\$ 150.00	\$ 150.00



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Joe Bride, Public Works Director
Mariel Cairns, Associate Management Analyst
Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Approval of a Task Order with Michael Baker International to Perform a Lead Water Service Line Inventory

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a \$20,300 Task Order (Attachment A) with Michael Baker International (MBI) to perform a Lead Water Service Line Inventory; and 2) Authorize the City Manager to execute the Task Order.

DISCUSSION/ANALYSIS:

The California State Water Resources Control Board (SWRCB), in partnership with the U.S. Environmental Protection Agency, protects the public's drinking water from lead that can adversely affect public health by requiring water systems to monitor lead levels at consumers' taps. Recent lead legislation requires all public water systems to develop and submit a water service line material inventory and "field verification" work plan to SWRCB by October 16, 2024. SWRCB defines service lines as the pipes that carry water from the water main to a building inlet.

The City has an as-needed consulting services agreement with MBI for surveying, civil and traffic engineering, and development review services. Staff recommends that the City issue a Task Order (Attachment A) under its as-needed Agreement with MBI to perform the first steps to comply with the new legislation. The scope of work includes research of the City's record drawings, building records and historical information on water mains, service laterals, and appurtenances to produce an inventory of the City's approximately 1,900 services lines with pipe materials, installation dates, diameters, and identification methods. The next step will be to submit the inventory and a "field verification" work plan for SWRCB approval.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. There are sufficient funds available in the Fiscal Year 2023-2024 Operating and Capital Budget.

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

City Council Action:

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 & PRIORITIES:

Lead Rule Service Line Inventory Assessment is listed as a Tier 1 City Council priority for Fiscal Years 2023-2024 and 2024-2025.

ATTACHMENTS:

Attachment A – Task Order for MBI

Exhibit A to Attachment A – Proposal for Lead Water Service Line Inventory



We Make a Difference

August 16, 2023

Mr. Joe Bride, PE
Public Works Director
City of Del Mar public Work Department
2240 Jimmy Durante Blvd
Del Mar, CA 92014

Subject: Lead Service Lines Inventory Proposal for Data collection and condition Assessment Service

Dear Joe:

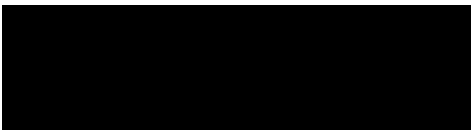
Michael Baker International, Inc. is pleased to submit our proposal for Civil Engineering Services associated with the above-referenced project. The fee reflects the effort required to populate the Excel form prepared by the California Water Board, required for the determination of lead water service lines in the City of Del Mar

Attached is our Scope of Services, Exhibit A; Proposed Compensation, Exhibit B; and an identification of certain items not contained in our Scope of Services, Exhibit C.

Please review the enclosed and if it meets with your approval, provide us with your Contract for execution and our records. Please attempt to incorporate the body of this proposal along with the attached exhibits within your Standard Contract.

We appreciate the opportunity to provide this proposal and look forward to continuing our valued relationship with you. Please feel free to call if you have any questions.

Sincerely,



Joanne Tyler, PE, PLS, QSD
Department Manager - Land Development

EXHIBIT A Scope of Services

Consultant agrees to perform the following Scope of Services:

In performing its services hereunder, Michael Baker International, Inc. (Consultant) has or will receive information prepared or compiled by others, the accuracy and completeness of which Consultant is entitled to rely upon without independent evaluation or verification.

1. DATA COLLECTION AND REVIEW

Task 1.1 Coordination with District

Consultant shall gather key GIS data, digital data and hard copy data from the District that includes water mains, valves, customer water meters and service lines.

Task 1.2 Research

Consultant shall gather data sets such as as-builts, building records at the City of Del Mar and the County of San Diego, if necessary.

Task 1.3 Interviews

Consultant shall conduct interviews with District staff and relevant experts to gather historical data that is not present in District and City Records.

Task 1.4 Meetings and Coordination

Consultant shall attend project kickoff and project meetings and provide coordination with Client and other Consultants. A maximum of six (6) hours has been budgeted for this task. Any additional efforts will be provided as additional services as defined herein.

2. DATA ANALYSIS

Task 2.1 Preparation of refined data base

Consultant shall clean and update the District's data base of service lines with information gathered. Using the Excel form prepared by the California Water Board.

Task 2.2 Meetings and Coordination

Consultant shall attend meetings with Client, and other consultants to review the Design Development package, review drawings, coordinate with other Subconsultants, and to provide consulting services. A maximum of four (4) hours has been budgeted for this task. Any additional efforts will be provided as additional services as defined herein.

Additional Services

Services which are not specifically identified herein as services to be performed by Consultant or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that Consultant perform services which are Additional Services, however, Consultant is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event Consultant performs Additional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at Consultant's standard rates, within 30 days of receipt of Consultant's invoice.

Assumptions

Consultant's obligations are based upon the following understanding:

- 1) Update the GIS data base is not part of this scope of work.
- 2) District shall provide the Consultant with digital and hard copies of water service data require complete task one.

Exhibit A
Client's Initials_____

**EXHIBIT B
 Compensation**

Client agrees to compensate Consultant for such services monthly on a fixed fee percentage complete basis plus an estimated budget amount of \$500 for the cost of reimbursable expenses.

1.	<u>DATA COLLECTION AND REVIEWS</u>		
	Task 1.1	Coordination with District.....	\$5,000
	Task 1.2	Research.....	4,800
	Task 1.3	Interviews.....	1,000
	Task 1.4	Meetings and Coordination.....	<u>1,200</u>
		Data Collection and Review Total	\$12,000
2.	<u>DATA ANALYSIS</u>		
	Task 2.1	Preparation of refined Data Base	\$7,000
	Task 2.2	Meetings and Coordination.....	<u>800</u>
		Data Analysis Total	\$7,800
		 SUBTOTAL	 \$19,800
		 REIMBURSABLES (budget)	 \$500
		 TOTAL	 \$20,300

Progress billings will be forwarded to the Client on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by the Consultant. Reimbursable expenses will be billed at cost plus 10%.

Payment Provisions

Client shall pay the Consultant for basic services within 30 days of receipt of invoice from Consultant. In no event shall non-payment of Client by Owner relieve Client’s responsibility to pay Consultant for Services, basic or additional, approved or authorized by Client.

The fees proposed herein shall apply until January, 2024. Due to ever-changing costs, Consultant may increase that portion of the contract fee for which work remains to be completed after that date. The adjustment will be based on the average percentage increase of the new rate schedule over the previous year. This adjustment may be applied annually if the project extends beyond what would normally be considered a reasonable project processing and approval period.

Work shall commence upon receipt of an initialed copy of these Contract Exhibits along with your Standard AIA Form of Agreement.

Exhibit B
 Client's Initials_____

EXHIBIT C
Specific Exclusions

- 1) Pot Holing
- 2) Preparation of any exhibits or plans.
- 3) Field testing of water within laterals.
- 4) Field investigation of water meter and line.
- 5) Anything not specifically included in this proposal.

Exhibit C
Client's Initials_____



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Karen Falk, Principal Engineer
Mariel Cairns, Associate Management Analyst
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Approval of Professional Services Agreement with Bucknam Infrastructure Group, Inc. for the 2023 Pavement Condition Assessment and Five-Year Pavement Management Plan

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve the Professional Services Agreement (Agreement) between the City of Del Mar and Bucknam Infrastructure Group, Inc. (Attachment A) to provide citywide pavement condition assessment services and prepare a five-year pavement management plan; and 2) Authorize the City Manager to execute the Agreement.

DISCUSSION/ANALYSIS:

The City of Del Mar owns and maintains approximately 25 miles of arterials, local streets, and paved alleys. The City's street maintenance program completes pavement repairs annually. Typically, street segments have been prioritized and repaired as components of Capital Improvement Program infrastructure projects. Due to significantly reduced funding during the COVID-19 pandemic and the unprecedented rainfall from the past winter storms exacerbating cracks and potholes throughout the City, the backlog of locations in the City requiring pavement rehabilitation or repair has increased.

The City last developed a pavement management plan in 2013 that is now obsolete. Significant funding, totaling \$1,445,000, was included in the current two-year budget for paving projects and the completion of a citywide paving condition assessment and development of a Five-year Pavement Management Plan (PMP). The PMP will provide a strategic approach to efficiently use available funding for prioritized street repairs.

The paving assessment and PMP work will begin with performing a walking field survey to evaluate all paved roadways maintained by the City. These walking field surveys will assess existing condition and formulate a Pavement Condition Index (PCI) for each road segment. Segmented areas are defined as entire blocks between cross streets or shorter distances where pavement conditions are not uniform for the entire block. Based on PCI

City Council Action:

and associated recommended repair techniques, a prioritized list of repairs with estimated costs will be prepared. The PMP will evaluate various funding scenarios to aid in budgeting and future decision-making. Once the PMP is prepared, the database will be updated annually following completion of rehabilitation and replacement projects. Subsequent comprehensive field surveys are recommended at five (5) year frequencies to maintain accurate PCIs and evaluate whether certain segments have deteriorated earlier than anticipated and update recommended improvements.

Since this field survey and pavement condition assessment and preparation of a five (5) year PMP requires specialization, on July 7, 2023, the City issued a Request for Proposals (RFP) inviting submittals from qualified firms. The City received and evaluated proposals from four consulting firms including BA Sharaf, Bucknam Infrastructure Group (Bucknam), Infrastructure Management Services, and Quality Engineering Solutions.

Per Del Mar Municipal Code Section 7.16, the selection of architects, engineers, land surveyors and construction management firms shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the professional services required.

Based on the project team's project approach, experience and qualifications, efficiency, and recent local experience, staff recommends entering into an agreement with Bucknam for a \$16,772 base fee plus \$3,228 contingency for a total not-to-exceed contract amount of \$20,000. Bucknam's schedule proposes to complete the scope of work this calendar year, allowing the City to plan for construction of the most critical pavement repairs in early 2024.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Approval of this agreement is associated with the 2023 Pavement Condition Assessment and Five-Year Pavement Management Plan, which is a Tier 2 Council priority project for Fiscal Years 2023-24.

ATTACHMENTS:

Attachment A – Agreement with Bucknam Infrastructure Group, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND BUCKNAM INFRASTRUCTURE GROUP, INC.
FOR 2023 PAVEMENT CONDITION ASSESSMENT
AND FIVE-YEAR PAVEMENT MANAGEMENT PLAN**

This Professional Services Agreement (“Agreement”) is made and entered into this 5th day of September, 2023 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Bucknam Infrastructure Group, Inc. (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide citywide pavement condition assessment services and prepare a five (5)-year pavement management plan (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

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

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

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

1. CONSULTING SERVICES.

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

1.2. Project Coordinator. The City’s Principal Engineer is hereby designated as the Project Coordinator for the 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. Peter Bucknam is hereby designated as the Project Director for Consultant. City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services.

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

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a one-year period from September 5, 2023, through September 5, 2024.

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 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 ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with 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:
Bucknam Infrastructure Group, Inc.
Peter Bucknam, President
3548 Seagate Way, Suite 230
Oceanside, CA 92056

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

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

18. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or

interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF DEL MAR,
a municipal corporation

BUCKNAM INFRASTRUCTURE GROUP, INC.

By: _____
Ashley Jones, City Manager

By: _____
Peter Bucknam, President

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT “A” SCOPE OF SERVICES

Project Understanding / Approach

As the City of Del Mar’s infrastructure matures, the City’s staff is striving to update the City’s Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, priority Arterial Capital Improvement Program (CIP) / Local “neighborhood” and budgetary reporting within the PMP database. **Bucknam’s experience through adherence to scopes, schedules and costs have proven themselves over the past twenty-five (25) years of PMP service to San Diego County local agencies.**

The City requires a team that will not only survey the defined sections using cost-conscious ASTM D6433 methodologies but will create a comprehensive program that includes the enhancement of your five-year PMP CIP, neighborhood maintenance, PMP training, essential data for PS&E bid document preparation, stewardship of the PMP and GIS links to the PMP,

Bucknam will provide these services through our proactive and accurate update of your PMP; we will address the City’s primary goals of:

- Establishing project kickoff meeting to finalize scope of work, all team members, project schedule and deliverables
- Assessing and validating all street classifications, segmentation and segment metrics (turn-key effort)
- Surveying 25 miles of Arterial, Collector, Local and Alley streets;
 - Verifying / updating pavement centerline and metric data (PMP vs. GIS);
 - Through the use of Bucknam’s pavement segmentation Artificial Intelligence (AI) calculations;
 - Generating 2023 Pavement Condition Index (PCI) ratings for each segment and overall network;
- Developing a proactive overlay rehabilitation schedules based on potential \$500k, \$750k and \$1M capital funding levels;
- Establishing solid recommendations for current / future maintenance needs;
- Utilizing the City’s existing funding to generate a baseline five (5) year CIP;
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., Maintain PCI, Improve PCI, etc.)
- Publishing multiple budget scenarios within MyRoads® (Bucknam’s PMP-GIS web-portal/dashboard);
- Providing all necessary PMP documentation to the City at or before the defined RFP deadline (December 2023);

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Del Mar it will be essential to establish, up front, the Public Works Department pavement management priorities. Our team will set a Project Kickoff meeting with the key Public Works staff to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/zone maintenance, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Public Works/Maintenance staff as well as build stronger ARTERIAL CIP and LOCAL neighborhood maintenance programs that complement large Public Works CIP projects.

The essential topics to be discussed will include the review and assessment of survey areas based on recent maintenance/rehabilitation work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours; Field review meetings; monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 2.5 miles of arterial/local/alley QC).

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

Since we will collect required distress information on Bucknam's Army Corps of Engineers MicroPAVER mobile field tablets with the Del Mar PMP database live, our staff will be able to perform immediate quality control tests.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. **Over the past two years, Bucknam has submitted fifty (50) San Diego/TransNet, METRO/OCTA compliant reports for SD, LA and Orange County municipalities.**

Our surveys follow the accepted ACOE ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff has attended the OCTA PMP Distress Training Classes held in each year, 2011 thru 2023.

In February 2023 our staff was acknowledged as “qualified inspectors and firm” to prepare PMP’s compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2025).

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering / Public Works departments. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Per the RFP, our project schedule (see Section 3) will be agreed upon. Once established, Bucknam will demonstrate each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (5 field technicians are available and will drive the proactive schedule).

With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed Excel maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2024-25 and beyond.

4) Major Tasks

TASK 4.1: Pavement Condition Surveys

First and foremost, the assessment of the City’s pavement segmentation is one of the key priorities for this project. With ten (10) years between major inspections it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section true area SF quantities are verified, accurate and reliable. This will be completed by utilizing Bucknam’s cloud-based learning technology (AI) to correctly quantify square footages for each pavement section (see sample below).

Bucknam's use of cloud-based learning technology is initiated by providing the AI with the City of Del Mar's most recent aerial image; in doing so, all AC and PCC pavement true areas are calculated. These calculations are possible due to the cloud-based learning tech's inherent working knowledge of how to recognize edge-of-pavement, surface types, medians, bus pads and AC/PCC surface limits.



This ability will allow Bucknam to obtain the necessary quality control measurements for defined Del Mar PMP segments and to perform segment true area SF variance reports. This will in turn create more accurate PCI's, engineering project cost estimations, total centerline / square footages of the Del Mar network as well as for each unique pavement segments.

We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Del Mar PMP database + GIS links.

Once the pavement segmentation has been assessed and verified, the necessary 25 miles of Arterial, Collector, Local and Alley inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Our surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements.

1. **PMP Surveys** - All sections are surveyed through industry standard walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's RFP the following pavement sections are to be surveyed for the upcoming 2023 PMP update:

- The inspection of approximately 25 centerline miles of Arterial / Collector, Local and Alley segments will be performed;
- Recent overlay rehabilitation applications will reduce total mileage of survey – TBD;

Our use of Tablet-based units allows our staff to collect pavement data with the City of Del Mar's PMP database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. Field Attribute Data (updated and/or verified)

- Street Name, From/to, indicating the assigned limits of the section
- Historical PCI tracking from previous inspections and 2023 PCI inspections
- Segment rank, length, width, and total true area of the section

3. Conditional data will be evaluated for all street segments and will include:

- ASTM D6433 20 AC & 19 PCC distresses by type, severity and sample area
- Sampling/conditional data typically pulled from within edge-of-pavement to edge-of pavement
- PCI ratings (0-100), taking into account the surface condition, level of distress

4. Section Distress and PCI Reporting

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct, and the project is running smoothly. Our submittal will include:

- PCI Variance report comparing 2013 PCI's and/or work histories to 2023 PCI's
- Street centerline miles, lane miles, and pavement area
 - Reported as an entire network
 - Reported by functional classification (arterial, collector, local)
- Current street network Pavement Condition Index ratings
 - Report as an entire network
 - Reported by functional classification (arterial, collector, local)
- Pavement segment tabular listing for the entire street network
 - PCI Report – sorted by PCI (worst to best)
 - PCI Report – sorted alphabetically

Deliverable: Citywide PCI Reports (65% and 100% status PCI reports), Summary findings

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.2: Maintenance and Rehabilitation Assessment / Priorities

We will assist the City in developing the most cost-effective preventative maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. This will be accomplished by meeting to discuss and strategize pavement applications that are currently being used by the City. We will use this data to conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

We will establish the Del Mar maintenance/rehabilitation “decision tree” that will be used to generate pavement recommendations that match current fiscal year rehabilitation approaches/City practices and

revenues (\$500k, \$750k, etc.). This will be accomplished by assessing/updating the unique and individual PCI ranges within Bucknam's internal MicroPAVER software based on functional class (i.e. arterial, collector, local) work histories and age. Our staff will review the Del Mar projected deterioration curves that have been developed based on recent 2023 pavement inspections, surface types, and road classes.

All current market material and labor/unit costs will be integrated into the PMP recommendations and will be derived from the City's most recent construction bids for pavement rehabilitation.

We will account for inflation rates when long-term revenue projections are made. Our Project Manager and Principal will work closely with the City in defining repair and rehabilitation strategies for each fiscal year as well as establish PMP zones for the street networks. Once the repair/rehabilitation strategies have been defined, the identification of a five-year Priority Forecasted Maintenance/Rehabilitation schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (minimum of three (3) scenarios; i.e. \$500,000 funding level, \$750,000 funding level, \$1,000,000 funding level, optional Maintain PCI and Increase PCI budgets through five-year models)
- Budgetary recommendations that satisfy City guidelines
- Local fiscal year reporting/improvement scheduling
- Pavement improvement scheduling with the City's major CIP projects (water, sewer, etc.); when necessary

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 4.3: Final Citywide CIP / Pavement Rehabilitation Program

We will deliver the Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management.

The report will be prepared in a format that uses the information delivered by the PMP database in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual priority programs for street maintenance/rehabilitation for a 5-yr period (ARTERIAL, LOCAL and ALLEY Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Recommended multi-year Overlay Program focusing on efficiently prolonging the life of the Del Mar PMP road network;
- Modeling and finalization of at least three (3) budget scenarios that typically include:

- \$500,000, \$750,000 and \$1,000,000 annual funding levels;
- Future revenues needed based on historical data (trends);
- Maintain PCI and/or Increase PCI budget models;
- Publication of multiple budget scenarios within City's GIS Enterprise & MyRoads® (Bucknam web-portal/dashboard);
- A detailed breakdown of deferred maintenance (backlog); and

Our recommendations will provide guidance to the City on how to implement stronger preventative maintenance / rehabilitation strategies and/or increase funding through PMP data examples. **Bucknam will conduct a PMP presentation to City staff at community meetings and City Council meetings (pro bono).**

Registered Engineer

Mr. Steve Bucknam, P.E. will review all completed data within the final report incorporating the results of our pavement evaluation and conditions. We will provide recommendations for pavement rehabilitation and replacement projects based upon field data and analysis.

Deliverable: Upon final approval, one (1) digital copy of the Final Pavement PMP Report (.pdf), PMP-GIS shapefile will be sent to the City.

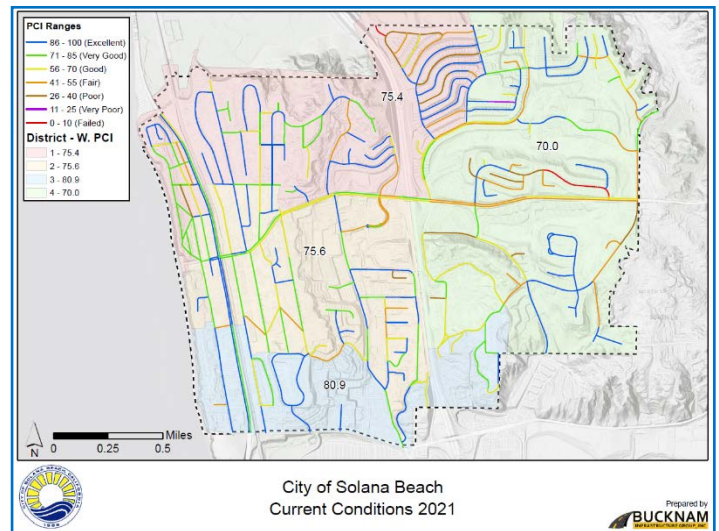
TASK 4.4: PMP – GIS Mapping

As an enhancement and proactive approach to this project, our staff will establish a 2023 Pavement-GIS link between Del Mar's PMP database and the City's GIS system. The viable GIS/centerline data will be exported from the City's ArcGIS Enterprise; this will allow our staff to immediately utilize the data and prepare for internal PMP editing, survey and reporting. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project.

The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- 5-yr Arterial / Local Rehabilitation Programs
- Functional classification maps

Once the City has approved the Pavement Condition Report, we will update the necessary PMP-GIS linkages. By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

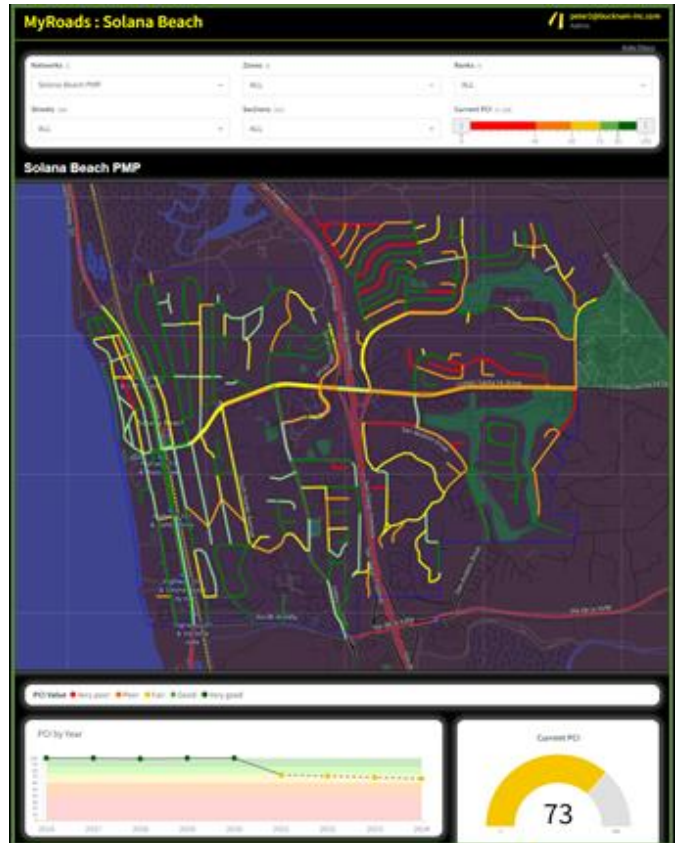


Deliverable: Complete GIS files/themes based on list above (shapefiles).

TASK 4.5: Del Mar MyRoads® PMP Web-Portal

Del Mar MyRoads® PMP Web-Portal – Bucknam’s MyRoads® PMP web-portal is a great match for the Del Mar PMP today and the future. **Our application brings your PMP data to life within a dynamic dashboard!**

Bucknam now provides all our PMP clients with a unique and agency driven “MyRoads®” web-portal that provides instantaneous access to your pavement management database. This “dashboard” allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports. To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete. **Bucknam has shown, your neighbor to the north, the 2023 Solana Beach MyRoads® account actively working!**



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

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

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

TASK 4.6: PMP Training / Annual PMP Technical Support

We will provide City staff with quality training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and MyRoads® use.

Bucknam staff will conduct comprehensive training sessions covering PMP implementation, PMP methodologies, field survey practices, PCI calculations, PMP data use, editing/updating the database, MyRoads®, budget needs analysis, and how to publish PMP data to GIS.

Training typically involves one (1) day of training on the PMP software (if needed) and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology.

Technical support will include the provision of annual PMP support services upon completion of the project. Once the City has approved the Pavement Condition Index Report under this year's work effort, this service will become active. Our typical support services include:

- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.1
- AC/PCC work history updates within the City's PMP/MyRoads®
- Additional pavement management – GIS mapping
- Additional PMP field/in-house training, operational use
- GIS Enterprise assessment, management, implementation, support

The agreement will include the provision of onsite and telephone support for the City staff.

Deliverable: PMP training, field and internal technical support services (annual)

**EXHIBIT "B"
 FEE PROPOSAL**

Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
2023 Base Fee	\$295/hr	\$200/hr	\$155/hr	\$150/hr	\$104/hr	\$90/hr	
Task 1 Project Implementation							
Task 1.1 Project Kickoff		1			1		\$304
Task 1.2 Project Status Meetings - Quality Control		2		1	5		\$1,070
Task 2 Client Satisfaction							
Task 2.1 Project Deliverables	1	2	1		1	1	\$1,044
Task 3 Project Schedule							
Task 3.1 Work Flow / Project Schedule		2			2		\$608
Task 4 Scope of Work							
Task 4.1 Pavement Condition Surveys (approx. 25 miles) - Arterial, Collector, Local and Alley Surveys - AI True Area SF Calculation of AC/PCC segments (25 miles)		2		2	37		\$4,548 \$1,350
Task 4.2 Maintenance and Rehabilitation Assessment - Priorities		2					\$400
Task 4.3 Citywide CIP / Pavement Rehabilitation Program	1	16		2		1	\$3,885
Task 4.4 PMP - GIS Mapping		1	4		2		\$1,028
Task 4.5 Del Mar MyRoads PMP Web-Portal							\$400
Task 4.6 PMP Training / Annual PMP Technical Support		1			10		\$1,240
Reimbursables (mileage, printing, materials)							\$895
All deliverables will become property of the City of Del Mar							
All Tasks are negotiable							
Total Hours per Staff	2	29	5	5	58	2	
2023 Total Base Fee	\$ 590	\$ 5,800	\$ 775	\$ 750	\$ 5,800	\$ 180	\$16,772
Optional Services							
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.							

***Notes / Assumptions:**

- All Tasks - Bucknam will utilize their own MicroPAVER license for project tasks
- Task 4.2 - Bucknam will utilize minimum 20% sampling rate during surveys
- All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2025

\$3,228 reserved for optional task requests, as directed by City.

Total Contract Fee = \$20,000



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: September 5, 2023

SUBJECT: Award of Construction Contract with Portillo Concrete, Inc. for the Beach Colony Pedestrian Improvement Project

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Award a \$171,000 construction contract to Portillo Concrete, Inc. (Attachment A), which includes the Base Bid plus three Alternate Bid Items, for the Beach Colony Pedestrian Improvement Project; 2) Approve \$92,570 in funding for additional pedestrian ramp improvements included as Alternate Bid Items; 3) Authorize the City Manager to execute the contract; and 4) Amend the Fiscal Year (FY) 2023-2024 Operating and Capital Budget as described in the Fiscal Impact section of this report.

DISCUSSION/ANALYSIS:

Several pedestrian curb ramps along Coast Boulevard in the Beach Colony do not meet current American with Disabilities Act (ADA) standards. The City is eligible to use its five-year Community Development Block Grant (CDBG) funding for this project and hired NV5 Incorporated (NV5) to evaluate compliance with current ADA standards and design improvements for those locations that are deficient. The evaluation and design included curb ramps at the Coast Boulevard intersections between 17th and 22nd Streets.

During design, NV5 prepared an Engineer's Estimate for all recommended work totaling \$181,680. Taking into consideration the established budget of approximately \$80,000 available in CDBG funding, the bid package included a Base Bid and Alternate Bid items. The Base Bid included the intersections of Coast Boulevard with 20th Street, 21st Street, and 22nd Street. The Engineer's Estimate for the Base Bid items was \$82,650. Additional pedestrian improvements on Coast Boulevard at the intersections of 17th Street, 18th Street, and 19th Street were designed and included in the bid package as Alternate Bid Items. Alternate Bid Items allow the City to compare the cost of additional improvements with the project's budget and enable the City to decide whether to award additional scope of work. The City reserves the right to award the contract for the Base Bid items only or for the Base Bid plus one or more Alternate Bid Items.

City Council Action:

In accordance with the City’s Municipal Code and Public Contract Code, a notice inviting sealed bids was published on June 30, 2023, was posted to the City’s website and the contractor’s notification web platform Bidnet.com and circulated in a newspaper.

Following the bid solicitation process, five bids were received and opened on August 17, 2023. The verified bid amounts are listed below:

Bidder	Base Bid	Alternate A1	Alternate A2	Alternate A3	Total of Base Bid + Alternate Bid
Portillo Concrete	\$ 80,000	\$ 34,000	\$ 37,000	\$ 20,000	\$ 171,000
Angus Asphalt	\$ 89,300	\$ 66,300	\$ 67,600	\$ 55,800	\$279,000
Fordyce Construction	\$ 94,335	\$ 51,930	\$ 49,290	\$ 25,290	\$212,845
Tri-Group Construction and Development	\$ 99,000	\$ 40,000	\$ 40,000	\$ 30,000	\$209,000
LC Paving & Sealing	\$ 112,450	\$ 35,500	\$ 35,500	\$ 25,500	\$208,950
For Reference: Engineer’s Estimate	\$ 82,650	\$36,530	\$41,270	\$21,230	\$181,680

Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on the Base Bid alone. Staff evaluated Portillo Concrete, Inc. (Portillo) and their Base Bid of \$80,000 (Attachment B) and determined them to be the lowest responsive and responsible bidder. Portillo’s previous performance on several similar construction contracts for the City of Del Mar has exceeded expectations in quality, schedule, and leadership.

Portillo’s Base Bid includes three locations that only require replacement of existing truncated domes and five locations that require full reconstruction at an average price of \$14,500 per pedestrian ramp. Portillo’s Alternate Bid Items total \$91,000 and include the full reconstruction of ten additional ramps at an average price of \$9,100 per pedestrian ramp. The City will benefit from the economies of scale (i.e., minimal additional mobilization costs, consolidated construction management and staff time) and reduced impacts to the community if the alternate items are also constructed under one contract. For these reasons, staff recommends award of the Base Bid plus Alternate Items 1, 2, and 3 for a total contract amount of \$171,000 to Portillo.

Pending City Council approval, the project will begin in October 2023 after the contract is executed and a Notice to Proceed is issued. The project duration is estimated to be 100 calendar days and completion is expected in December 2023. Upon construction completion, all ADA improvements will be added to the City’s ADA Transition Plan in accordance with Federal and State Access Laws.

FISCAL IMPACT:

Approval of this item will require Council to amend the FY 2023-2024 Operating and Capital Budget by allocating an additional \$92,570 of General Fund monies. In addition, Council is requested to approve carrying over \$126,930 of unspent FY023 TransNet and CDBG funds as listed in Table A below.

Table A: Project Funding Sources

PROGRAM	FUND	ACCOUNT	AMOUNT
Beach Colony Pedestrian Imp (FY23)	CDBG	40.7000.7050	\$ 80,000
Beach Colony Pedestrian Imp (FY23)	TransNet	44.7000.7050	\$ 20,000
Roadway & Sidewalk Imp (FY23)	TransNet	44.7000.7050	\$ 26,930
Beach Colony Pedestrian Imp (New)	General Fund	40.7000.7050	\$ 92,570
Total Funding:			\$219,500

Table B provides an estimate of projected expenditures through project completion.

Table B: Projected Expenditures

DESCRIPTION	AMOUNT
Engineering Design and Services During Construction (NV5)	\$ 23,484
Construction Management (as-needed consultant)	\$ 15,000
Construction Contract Award (Base Bid + A1, A2, A3)	\$171,000
Construction Contingency	\$ 10,016
Total Expenditures:	\$219,500

ENVIRONMENTAL IMPACT:

This project is listed among the classes of projects determined to have less than significant adverse effect on the environment and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Class 1(c)- Existing Facilities. The project involves physical modifications to existing sidewalk pedestrian ramps to ensure American with Disabilities (ADA) compliance and all work will be done within existing public rights-of-way. Staff has further determined that none of the six exceptions to the use of a categorical exemption would apply to this project (CEQA Guidelines Section 15300.2).

PRIOR CITY COUNCIL REVIEW:

On April 3, 2023, the City Council approved Resolution 2023-09 that amended the City’s TransNet Local Street Improvement Program of Projects for Fiscal Years (FY) 2023 through 2027, which identifies Project DM06: Sidewalk, Street, and Drainage improvements for partial funding by TransNet revenue. On December 5, 2022, the City Council approved a Task Order with NV5 Incorporated to perform engineering services for the Beach Colony Pedestrian Improvement Project. On January 10, 2022, the City Council authorized an application for Community Development Block Grant (CDBG)

funding for the reconstruction of sidewalks, walkways, and pedestrian ramps to meet ADA compliance.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Beach Colony Pedestrian Improvement Project is listed as Tier 1 essential capital improvement project on the City Council’s list of goals and priorities for FY 2023-2024.

ATTACHMENTS:

- Attachment A – Contract with Portillo Concrete Incorporated for Beach Colony Pedestrian Improvement Project
- Attachment B – Portillo Concrete Incorporated’s Bid Proposal

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

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

RECITALS

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT** hereinafter referred to as the "Project."

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

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

1. CONTRACTOR'S OBLIGATIONS.

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

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

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

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

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

2. SECURITY FOR CONTRACTOR'S PROMISE TO PERFORM.

- 2.1 For contracts above \$25,000, the Contractor shall post and maintain during the full term of this Contract security for Contractor's promise to perform this Contract in the following forms and amounts:
 - A. The amount of the performance security shall be 100% of bid amount.
 - B. The form of the security shall be one of the following:
 1. Cash;
 2. Cashier's check made payable to the City;
 3. A certified check made payable to the City;
 4. A bond, executed by an approved surety insurer using the Performance Bond form found herein or a substitute form acceptable to and approved by the City, made payable to the City; or
 5. The Contractor may elect to deposit securities of a value equivalent to the amount of the performance security in accordance with the provisions of section 22300 of the Public Contract Code. The City will make the final determination as to the value of the posted securities.
- 2.2 The City shall retain five percent (5%) of each payment due the Contractor under this Contract until completion and acceptance of the Project. The Contractor may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of Section 22300 of the Public Contract Code and thereby become entitled to receive one hundred percent (100%) of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.
- 2.3 For contract amounts above \$25,000, the Contractor shall file a payment bond using the Payment Bond form found herein or a substitute form acceptable to

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

and approved by the City, in the amount of 100% of bid amount, with and subject to the approval of the Director of Public Works in accordance with Civil Code section 3247.

3. CONTRACT AMOUNT AND SCHEDULE.

- 3.1 The City agrees to pay and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule attached hereto as **Attachment B** and incorporated by reference as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 3.2 Contractor agrees to complete the Work on BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT in a time period not to exceed **ONE HUNDRED (100)** calendar days per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice To Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

4. TERMINATION OF CONTRACT.

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

5. STATUS OF THE CONTRACTOR.

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

6. SUBCONTRACTING.

The Contractor's ability to subcontract is limited by and must comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code sections 4100 *et seq.* If the Contractor subcontracts any of the Work to be performed under this Contract, the Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractor and of the persons either

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract shall create any contractual relations between any subcontractor of Contractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract applicable to Contractor's Work unless specifically noted to the contrary in the subcontract in question approved in writing by the City.

7. ASSIGNMENT OF CONTRACT.

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

8. VERBAL AGREEMENT OR CONVERSATION.

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

9. DISPUTES.

- 9.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.
- 9.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.
- 9.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.
- 9.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:
- A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

- B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:
1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.
 2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
 3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.
- C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:
1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.
 2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

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

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

10. HOLD HARMLESS.

- 10.1 The Contractor agrees to indemnify and hold the City; the City's officers, officials, employees and agents; the Engineer; and the Engineer's officers, officials, employees and agents (together, the "City Indemnified Parties"), harmless from, and against any and all liabilities, claims, demands, causes of action, losses, suit damage, expenses and costs, including all costs of defense, expense costs and investigation expenses thereof, arising out of, or in any manner connected directly or indirectly to the acts, omissions or performance of Work by the Contractor or Contractor's agents, employees, subcontractors, officials, officers or representatives. Upon demand, Contractor shall, at its own expense, defend the City Indemnified Parties from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, regardless of whether or not such a claim, loss or liability is caused in part by a party indemnified hereunder.
- 10.2 By inspecting, approving or accepting the improvements, City shall not have waived the protections afforded herein to the City Indemnified Parties or diminished the obligation of Contractor, who shall remain obligated in the same degree to indemnify and hold the City Indemnified Parties harmless as provided above.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

- 10.3 Contractor's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the City Indemnified Parties' sole active negligence or willful misconduct.

11. RESPONSIBILITY FOR DAMAGE.

- 11.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions.
- 11.2 The Contractor shall maintain vehicle liability, and property damage insurance in the amount of not less than \$2,000,000 for one person injured in one accident, and not less than \$2,000,000 for two or more persons injured in any one accident, and not less than \$2,000,000 with respect to any property damage involved and public general liability insurance in the amount of not less than \$2,000,000 each occurrence or in the aggregate.
- 11.3 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.
- 11.4 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better.
- 11.5 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.
- 11.6 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.
- 11.7 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

- 11.8 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.
- 11.9 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City and its officers, consultants, agents, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.10 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.
- 11.11 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11.0 of this Contract.

12. NOTICES.

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

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

Portillo Concrete, Inc.
Attn: Mario Portillo
3527 Citrus Street
Lemon Grove, CA 91945
mportillo@portilloconcreteinc.com

13. LIQUIDATED DAMAGES; EXTENSION OF TIME.

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

14. PERFORMANCE.

The City hereby promises and agrees with the Contractor to employ, and does hereby employ the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

conditions hereinafter set forth, and the City and the Contractor for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

15. CONTRACT AUTHORITY OVER PROPOSAL.

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

16. CONTRACT DOCUMENTS.

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

1. Notice Inviting Bid(s)
2. Information and Instructions for Bidders
3. Proposal
4. Contract
5. Worker's Compensation Certificate
6. Performance Bond
7. Payment Bond
8. Modifications to the Standard Specifications: General Provisions, Special Provisions, Construction Methods
9. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
10. [Addenda and approved Change Orders](#)
11. Project Specifications: Appendices A through F

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

17. ATTACHMENTS.

The following Contract Documents are attached hereto:

- A. [Scope of Work](#)
- B. Proposal/Bid Schedule/Schedule of Values
- C. Worker's Compensation Certificate
- D. Performance Bond
- E. Payment Bond

18. NON-DISCRIMINATION.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with 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.

19. CALIFORNIA LAW; VENUE/MISCELLANEOUS.

This Contract shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Contract shall be brought in the County of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

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

Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. CONFLICTS BETWEEN TERMS.

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

24. SIGNING AUTHORITY.

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

[SIGNATURES ON THE FOLLOWING PAGE]

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

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

CITY OF DEL MAR,
a municipal corporation

PORTILLO CONCRETE, INC.
a California Corporation

By: _____
Ashley Jones, City Manager

By: _____
Mario Portillo, President/CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

ATTACHMENT A – SCOPE OF WORK

Contractor shall refer to [BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT Specifications \(including Appendices A through F\) and Drawings](#) for the description of the scope of work to be performed.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

ATTACHMENT B – BID SCHEDULE

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Base Bid Schedule of Values. **Description of Bid Items included in Modifications to the Standard Specifications “Greenbook” Part 1 – General Provisions, Item 7-6 – Bid Items.**

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Stormwater Pollution Control & Best Management Practices (BMPs)	1	LS	\$ 3,000.00	\$ 3,000.00
3	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
4	Furnish and Install Improvements at Coast Boulevard at 22 nd Street (Sheet 2 of 5)	1	LS	\$ 5,000.00	\$ 5,000.00
5	Furnish and Install Improvements at Coast Boulevard at 21 st Street (Sheet 2 of 5)	1	LS	\$ 12,000.00	\$ 12,000.00
6	Furnish and Install Improvements at Coast Boulevard at 20 th Street (Sheet 3 of 5)	1	LS	\$ 45,000.00	\$ 45,000.00
Total:					\$ 80,000.00

Total Base Bid (Items 1 through 6) of Project, in Numbers: \$80,000.00

Total Base Bid (Items 1 through 6) of Project, in Words: Eighty Thousand Dollars & Zero Cents
 \$80,000 Dollars and 0 Cents

ALTERNATE BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
A1	Furnish and Install Improvements at Coast Boulevard at 19 th Street (Sheet 3 of 5)	1	LS	\$ 34,000.00	\$ 34,000.00
A2	Furnish and Install Improvements at Coast Boulevard at 18 th Street (Sheet 4 of 5)	1	LS	\$ 37,000.00	\$ 37,000.00
A3	Furnish and Install Improvements at Coast Boulevard at Seagrove Parking (Sheet 4 of 5)	1	LS	\$ 20,000.00	\$ 20,000.00
Total:					\$ 91,000.00

Total Alternate Bid (Items A1 through A3) of Project, in Numbers: \$91,000.00

Total Alternate Bid (Items A1 through A3) of Project, in Words: Ninety One Thousand & Zero Cents
 \$91,000 Dollars and 0 Cents

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

ATTACHMENT C - WORKER'S COMPENSATION CERTIFICATE

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

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

BOND NO.: _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

BOND NO. _____

ATTACHMENT D - PERFORMANCE BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation ("City") on the ____ day of _____, 20____, awarded to **[Name of Contractor]** ("Principal") a contract for the work described as **BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$.....) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation costs and expenses incurred by City in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-in-Fact

- NOTE: (a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

BOND NO. _____

ATTACHMENT E - PAYMENT BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation (hereinafter designated as City), on ____ day of _____, 20__ awarded to _____

(hereinafter designated as the Principal) a contract for the work described as follows:

BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT

WHEREAS, said Principal is required by Chapter 5, Title 3, Part 6, Division 4 (including, specifically, Section 9550) of the California Civil Code to furnish a bond in connection with said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by City under the terms of the above-referenced contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, pursuant to Section 9554 of the California Civil Code, if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the California Revenue and Taxation Code, with respect to such work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the City and Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his claim. Surety hereby waives notice of any such change, extension of time, addition, alteration or modification herein mentioned.

This bond is executed by Surety to and shall comply with the provisions of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-In-Fact

(Attach required acknowledgements)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND PORTILLO CONCRETE, INC.
FOR BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

PROPOSAL SUBMITTED BY:

Name of Bidder Portillo Concrete, Inc.
Business Address 3527 Citrus St.
Lemon Grove, CA. 91945

The undersigned Bidder proposes and agrees, if this Bid is accepted by the OWNER, to enter into a contract with the OWNER in the form of agreement included in the Contract Documents to complete all WORK as specified or indicated under the Contract including Addenda Nos. __, __, and __; and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. Bidder will enter into a contract within 10 calendar days after receipt of the agreement forms from the OWNER, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the OWNER within ten (10) days after the undersigned has received notice of the award of the Contract from the OWNER and that the Contract is ready for signature, the OWNER may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the OWNER.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform WORK in the State of California according to the CONTRACTOR's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15 (e). Any bid not containing this information, or bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and locality where the WORK is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

The bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those certificates and attachments which are a part of this proposal.

In addition, the undersigned bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the OWNER, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the WORK and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

I/We agree to construct the City of Del Mar BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT, for the price listed on this proposal sheet.

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Base Bid Schedule of Values. **Description of Bid Items included in Modifications to the Standard Specifications “Greenbook” Part 1 – General Provisions, Item 7-6 – Bid Items.**

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Stormwater Pollution Control & Best Management Practices (BMPs)	1	LS	\$ 3,000.00	\$ 3,000.00
3	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
4	Furnish and Install Improvements at Coast Boulevard at 22 nd Street (Sheet 2 of 5)	1	LS	\$ 5,000.00	\$ 5,000.00
5	Furnish and Install Improvements at Coast Boulevard at 21 st Street (Sheet 2 of 5)	1	LS	\$ 12,000.00	\$ 12,000.00
6	Furnish and Install Improvements at Coast Boulevard at 20 th Street (Sheet 3 of 5)	1	LS	\$ 45,000.00	\$ 45,000.00
Total:					\$ 80,000.00

Total Base Bid (Items 1 through 6) of Project, in Numbers: \$80,000.00

Total Base Bid (Items 1 through 6) of Project, in Words: Eighty Thousand Dollars & Zero Cents

\$80,000 Dollars and 0 Cents

ALTERNATE BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
A1	Furnish and Install Improvements at Coast Boulevard at 19 th Street (Sheet 3 of 5)	1	LS	\$ 34,000.00	\$ 34,000.00
A2	Furnish and Install Improvements at Coast Boulevard at 18th Street (Sheet 4 of 5)	1	LS	\$ 37,000.00	\$ 37,000.00
A3	Furnish and Install Improvements at Coast Boulevard at Seagrove Parking (Sheet 4 of 5)	1	LS	\$ 20,000.00	\$ 20,000.00
Total:					\$ 91,000.00

Total Alternate Bid (Items A1 through A3) of Project, in Numbers: \$91,000.00

Total Alternate Bid (Items A1 through A3) of Project, in Words: Ninety One Thousand & Zero Cents

\$91,000 Dollars and 0 Cents

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

BID SCHEDULE NOTES:

Bids are to be submitted for every item on Base Bid Schedule and Alternate Bid Schedule. The amount of the bid for comparison purposes will be the total Base Bid Price. The bidder shall set forth for each unit basis item of WORK a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The City of Del Mar reserves the right to vary the estimated quantities in accordance with the percentages listed in each section of the Special Provisions – Technical Provisions, Part 4 – Measurement and Payment. If no percentage is given, the quantities shall not vary more than plus or minus 25 percent in accordance with the Standard Specifications.

The CONTRACTOR is required to maintain and guarantee bid prices for a period of 30 days after bid opening.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the ENGINEER from measured quantities of WORK performed based upon the Schedule of Values.

The Contract prices paid for the WORK shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.

The Bidder shall provide the information requested on the following pages for each subcontractor who will perform WORK under this contract in excess of one-half of one percent of the total bid price. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of the General Provisions that require that not less than 50 percent of the WORK shall be performed with the bidder's own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that failure to specify a subcontractor for any portion of the WORK to be performed under the contract in excess of one-half of one percent of the bid, shall be deemed that the Bidder has agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the WORK except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices Act (Section 4100 et seq. of the California Government Code).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

DESIGNATION OF SUBCONTRACTORS

If no subcontractors are to be employed for the portions of WORK described, enter the word "None." If Bidder proposes to subcontract any portion of WORK not described below, provide information description labeled "Other." Attach additional sheets if necessary.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number
NONE			

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 4. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Information for Items 5 through 6 shall be furnished by the low bidder within three days of request by the OWNER.

- (1) Contractor's name and address: Portillo Concrete, Inc.
3527 Citrus Street
Lemon Grove, CA. 91945
- (2) Contractor's telephone number: 619-466-463
- (3) Contractor's license: Primary classification: A, B, C-8
State License No.: 680144 Expiration date: 10/31/2024
Supplemental classifications held, if any: _____
- (4) Name of person who inspected site(s) of proposed WORK for your firm:
Name: Mario Portillo Date of Inspection: 8-16-23
- (5) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.
- (6) Upon request, submit a general description of the plan to accomplish the WORK and a proposed schedule.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal state or local government project because of a violation of law or a safety regulation?

YES _____ NO X

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the CONTRACTOR, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

**CONTRACTOR'S CERTIFICATION OF AWARENESS
OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Sections 1101 - 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

AFFIDAVIT OF NONCOLLUSION

As required by California Public Contracts Code section 7106, the CONTRACTOR has submitted as Attachment E the affidavit of noncollusion, which is attached hereto and incorporated herein as though fully set forth at length.

NOTE: The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire, Statement and Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Portillo Concrete, Inc.

as Principal and The Gray Casualty & Surety Company
as Surety, are held and firmly bound unto the **CITY OF DEL MAR**, as **OWNER** in the penal sum of (10% of
bid) _____

ten percent of total amount bid Dollars, (\$ 10%) for each payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 24th day of July, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to **THE CITY OF DEL MAR**, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT

NOW THEREFORE,

- (a) If such Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein states.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid, and said Surety does hereby waive notice of any such extension. The Surety agrees that if the City commences litigation to collect amounts due under this bond, the Surety shall pay, in addition to the amount of the Bond, all reasonable attorney fees and costs incurred by the City.


BI-14

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE BEACH COLONY PEDESTRIAN IMPROVEMENT PROJECT**

GUARANTY/BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be herein affixed and these presents to be signed by their officers, the day and year first set forth.

Portillo Concrete, Inc. _____
_____ 

The Gray Casualty & Surety Company
BY: _____ 
Cyndi Beilman, Attorney-in-Fact _____

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 20__

before me _____ a Notary Public in and
for said County and State personally appeared _____

_____ known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ Corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as Attorney-In-Fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.

NOTE: The Attorney-In-Fact must attach a certified copy of the Power of Attorney.

*** SEE ATTACHED ACKNOWLEDGMENT ***

Notary Public in and for the County of

State of California

BI-15

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Portillo Concrete, Inc.

Project: Beach Colony Pedestrian Improvement Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Rebecca James, Riley Shoen, and Cyndi Beilman of LaMesa, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of July, 2023.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of July, 2023.

Leigh Anne Henican



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

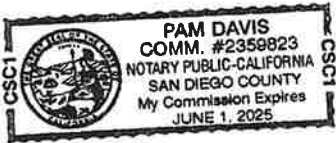
STATE OF CALIFORNIA

County of San Diego

On July 24, 2023 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Carrier Ratings

Proposed Insurance Companies	A. M. Best's Rating & Financial Size Category
The Gray Casualty & Surety Company	A- VIII

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the surety program proposed by the insurers, based on the information provided by your company. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

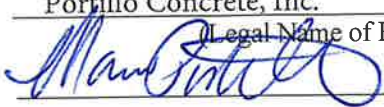
In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: Portillo Concrete, Inc.
(Legal Name of Bidder)

by:  President/CEO
(Signature) (Title)

Dated July 25th, 2023, at Lemon Grove

Business Address: 3527 Citrus Street

Lemon Grove, CA. 91945

Telephone: 619-466-4639

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Karen Brindley, Planning and Community Development Director
Sarah Krietor, Administrative Services Manager
Via Ashley Jones, City Manager

DATE: September 5, 2023

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

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement retroactively effective to August 3, 2023, with Civic Solutions, Inc. (Attachment A) to provide contract planning services, which was previously authorized by the City Manager on an urgency basis due to the high volume of work and current vacancies in the City's Planning and Community Development Department.

DISCUSSION/ANALYSIS:

The Planning & Community Development Department (Planning Department) is experiencing ongoing staffing shortages due to changes in the public sector labor market affecting agencies across California. The Planning Department has eight (8) full-time funded planning positions including Principal Planner (2), Senior Planner (2), Associate Planner (3) and Assistant Planner (1). Currently, there are two vacant Senior Planner positions, and a temporary, extended absence at the Associate Planner level. The Planning Department organization chart is included as Attachment B for reference.

In response to these significant staffing challenges, the City has increased its recruitment efforts and has explored options to arrange for as-needed contract planning services to supplement and support existing full-time staff until the current vacant positions are filled. Entering into an agreement with an outside firm will allow the Planning Department the flexibility to use contract planning services as needed to ensure the City's community planning needs, including completing City Council goals and priorities, are fulfilled despite fluctuations and changes in full-time staffing.

In order to meet an immediate and critical need, staff entered into an emergency Agreement with Civic Solutions, Inc. for contract planning services (Attachment A) during the Council's August recess based on Del Mar Municipal Code Section 7.04.090 (O) - Exemption from Bidding. Civic Solutions, Inc. specializes in municipal planning for smaller coastal agencies and has recent experience supporting similar North County coastal agencies. The emergency Agreement is for a shorter period of 1-year, which will allow the City to address an immediate need and provide for staff time to prepare a Request for Qualifications (RFQ) to solicit

City Council Action:

proposals from qualified firms to provide as-needed contract planning services on a longer-term basis.

Civic Solutions, Inc. was scheduled to place a contract planner with the City on August 9, 2023; however, the arrangement fell through. The City is continuing to work with Civic Solutions, Inc. to coordinate contract planning support as soon as possible.

FISCAL IMPACT:

This is no fiscal impact associated with this action. Funds necessary to cover the contract planning services are included in the Fiscal Years 2023-2024 Capital and Operating Budget.

ENVIRONMENTAL REVIEW:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Agreement with Civic Solutions, Inc.

Attachment B – Planning and Community Development Department Organization Chart

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

This Professional Services Agreement ("Agreement") is made and entered into this 3rd day of August, 2023 by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and Civic Solutions, Inc. ("Consultant") (collectively "Parties").

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

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

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

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

1. CONSULTING SERVICES.

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

1.2. Project Coordinator. Karen Brindley, Planning and Community Development Director, is hereby designated as the Project Coordinator for City and will monitor the progress and execution of this Agreement. Consultant shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for Consultant. George Buell, Senior Vice President, is hereby designated as the Project Director for Consultant. City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services.

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

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a period of one (1) year beginning on August 3, 2023 and ending August 3, 2024. The agreement may be extended for an six (6) month period, upon written approval of both parties.

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

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

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

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

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

4. COMPENSATION.

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

4.2 Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be

required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

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

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

7. AUDIT OF RECORDS.

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

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

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

9. CONFLICTS OF INTEREST.

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

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

9.3 If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

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

11. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

12. DEFENSE AND INDEMNIFICATION.

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

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

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

13. SUBCONTRACTORS.

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

13.2 All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this

Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

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

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

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

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

If to Consultant
Thomas G. Merrell
President
27362 Calle Arroyo
San Juan Capistrano, CA 92675
merrell@civicsolutions.com

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

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

18. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or

interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

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

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

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

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

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

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

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

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

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

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

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

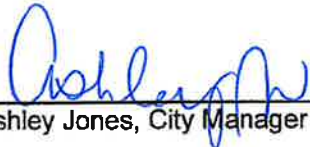
29. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party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

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF DEL MAR,
a municipal corporation

CIVIC SOLUTIONS, INC.

By: 
Ashley Jones, City Manager

By: 
Thomas G. Merrell, President

ATTEST:


Sarah Krietor, Administrative Services Manager/City Clerk

APPROVED AS TO FORM:


Leslie E. Devaney, City Attorney



August 1, 2023

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

Subject: Professional Planning Services Proposal

Dear Ms. Brindley:

This letter is provided to follow up on our meeting yesterday and serves as a proposal to perform professional planning services in your Department. As discussed, Civic Solutions is available to work with your Planning team. The following are examples of the types of service we can provide:

Zoning Review & Customer Service

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

Development Review

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



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

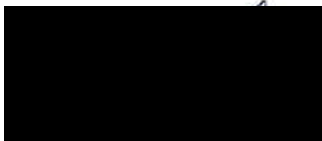
We have staff capable of working on Advance Planning initiatives and preparing CEQA documentation up to and including Mitigated Negative Declarations, and through a subconsulting relationship with another local firm we can also provide GIS programming, analysis, and mapping services.

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

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

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

Sincerely,
CIVIC SOLUTIONS, INC.



George Buell
Senior Vice President

Attachments:

1. Company Profile
2. Fee Schedule



Company Profile

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

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

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

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



Contract Planning Services
City of Del Mar

FEE SCHEDULE

POSITION	FY '23-'24
PRINCIPAL PLANNER	\$160
SENIOR PLANNER	\$150
ASSOCIATE PLANNER	\$135
ASSISTANT PLANNER	\$125
PLANNING TECHNICIAN	\$110
CLERICAL	\$85

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

REIMBURSABLE EXPENSES

- Reproductions of plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Transmittals sent via USPS, FedEx, UPS, etc.

Rates are in effect only for FY '23-'24, and are subject to annual review and adjustment on July 1 each year thereafter.

CONTACT INFORMATION

Corporate Name Civic Solutions, Inc.
Corporate Office 27362 Calle Arroyo, San Juan Capistrano, CA 92675
Phone (949) 489-1442
Web Address www.civicsolutions.com
Federal Tax ID 33-0689860

President Thomas G. Merrell
Senior Vice President George Buell
Vice President Mary Wright

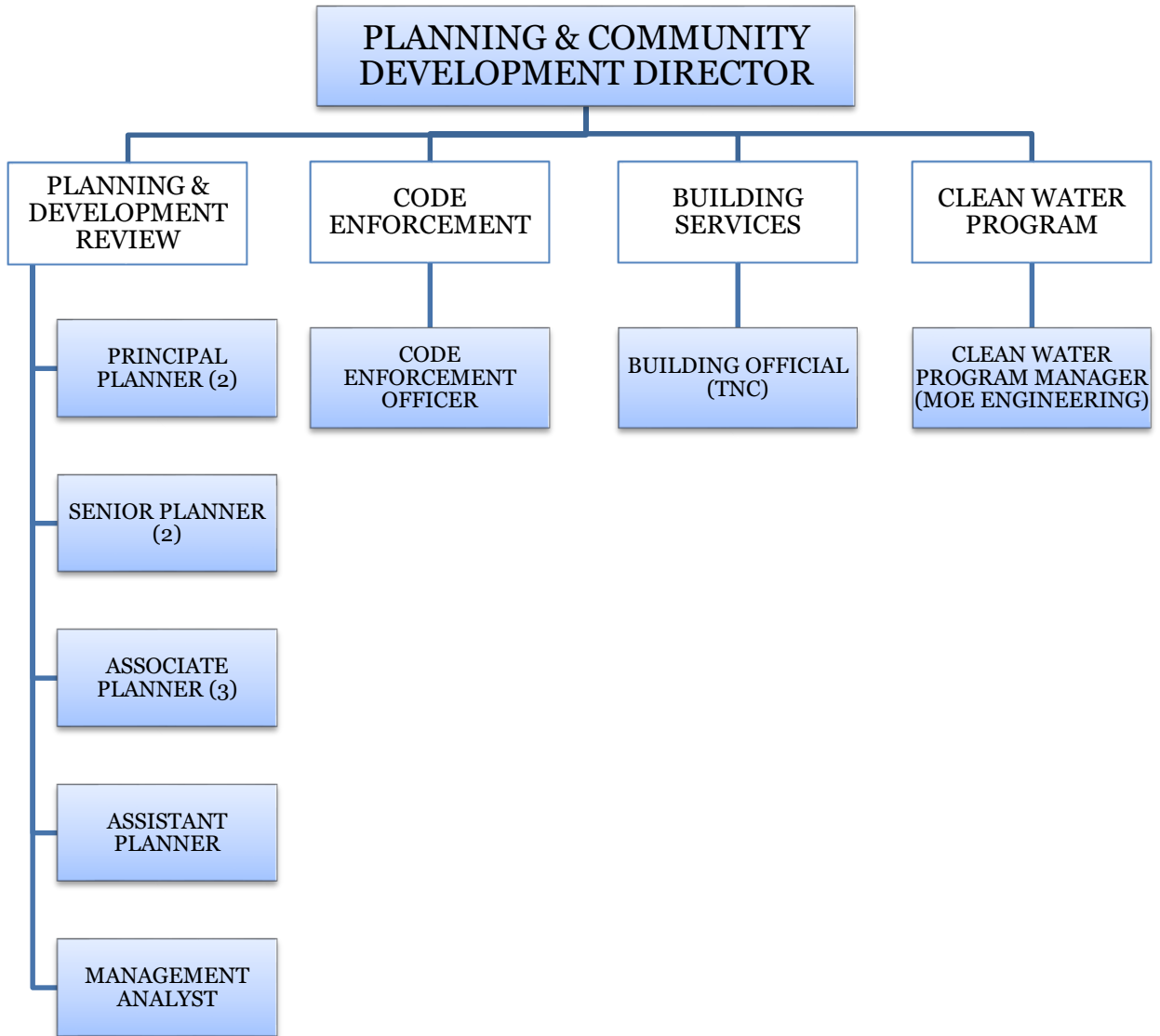
August 1, 2023



CITY OF
DEL MAR

**Planning & Community Development Department
Organizational Chart**

CURRENT PLANNING
LONG RANGE PLANNING
ECONOMIC REVITALIZATION
ZONING ADMINISTRATION
ENVIRONMENTAL REVIEW
CODE ENFORCEMENT
CLEAN WATER PROGRAM
BUILDING SERVICES





City of Del Mar Agenda Report



TO: Honorable City Council Members

FROM: Mayor Tracy Martinez and Councilmember Terry Gaasterland

DATE: September 5, 2023

SUBJECT: Resolution of Support for a Robust Public Outreach and Participation Process related to the LOSSAN Rail Realignment Project

REQUESTED ACTION/RECOMMENDATION:

Mayor Martinez and Councilmember Gaasterland request that the City Council adopt a Resolution in support of the San Diego Association of Governments (SANDAG) conducting a robust, responsive, and transparent public outreach and participation process related to the LOSSAN Rail Realignment Project.

DISCUSSION/ANALYSIS:

In 2017, SANDAG staff completed a conceptual alignment study that identified potential rail alignments that would remove the tracks from the environmentally sensitive Del Mar bluffs and relocate them to an inland location.

Following completion of the conceptual study, in 2020 SANDAG staff began the San Diego Regional Rail Alignment Study (Rail Realignment Study), which builds upon and further refines the five alternative rail realignments proposed in the 2017 conceptual study. SANDAG's stated purpose of the Rail Realignment Study is to modernize the rail corridor to support future infrastructure investments, reduce travel times, increase capacity, and enhance safety to ensure the long-term viability and resiliency of the corridor.

Periodic updates regarding the SANDAG Rail Realignment Study have been provided to the Del Mar City Council, including July 2020, May 2021, and most recently on July 24, 2023. On July 24, SANDAG staff provided details on how they plan to inform and engage the public regarding the Rail Realignment project throughout the process.

As explained by SANDAG staff, the plan is to conduct a series of in-person and online public information and listening sessions throughout each stage of the process, the first of which was held in-person on August 30, 2023, at the Del Mar Civic Center. Additional outreach will be conducted via social media, mailed post cards to over 14,000 business/residential properties, coordination with key stakeholders and community

City Council Action:

groups, advertisements in the Del Mar Times and Coast News, and ongoing updates and information that will be made publicly available on SANDAG’s website.

Following completion of the Rail Realignment Study, future phases of the overall project will include environmental review, full design, and construction. The envisioned timeline would achieve project completion by 2035, with the tracks no longer operating on the Del Mar bluffs.

The City of Del Mar has expressed strong support for relocating the rail line to an inland location away from the environmentally sensitive and fragile bluffs. However, in doing so, it is critically important to the City of Del Mar that SANDAG commit to engaging the public through every means possible to ensure a robust public participation process in which the public can participate fully, receive answers to questions, and provide feedback for consideration prior to decisions being made. The purpose of the proposed Resolution is to formally acknowledge and memorialize that expectation for SANDAG and the public.

FISCAL IMPACT:

There is no fiscal impact 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 Action (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:

Relocation of the rails from the Del Mar bluffs is a stated priority for the Del Mar City Council.

ATTACHMENTS:

Attachment A – Resolution Expressing Support for SANDAG Conducting a Robust Public Outreach and Participation Process Related to the LOSSAN Rail Realignment Project

RESOLUTION NO. 2023-XX

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

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

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

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

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

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

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

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

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

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

3. The City Council directs the City Manager to provide a copy of this Resolution to SANDAG.

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

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 5th day of September, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Council Members Dave Druker and Dwight Worden, Council Liaisons to the Finance Committee
Prepared by Denise Galvan, Management Analyst

DATE: September 5, 2023

SUBJECT: Finance Committee Appointment

REQUESTED ACTION/RECOMMENDATION:

The City Council Liaisons to the Finance Committee recommend that the City Council appoint Kenneth Barrett as a voting member to the Finance Committee to serve a full three-year term effective September 5, 2023, and ending on September 30, 2026.

DISCUSSION/ANALYSIS:

The Finance Committee (Committee) serves as an advisory committee to the City Council and provides recommendations on City finances including updates to the City's operating and capital budgets, budget forecasts and trends in revenues, expenditures, project costs and cash flows; Annual Comprehensive Financial Report (ACFR); CalPERS Cost Sharing Pool Reports and the related annual contributions to the Pension Reserve Fund; City's Pension Reserve Policy; City's financial metrics; and other assignments from the Council, such as long-term planning, fee assessments, and sources of possible revenues. The Committee consists of nine members well versed in financial matters. At least eight of the Committee members must be residents of Del Mar.

There is currently one vacancy on the Committee due to the term expiration of K. Alan Lonbom on July 31, 2023. City staff advertised the vacancy, and one Citizen Interest Form was received during the recruitment period from Kenneth Barrett (Attachment A). The Council Liaisons to the Committee have reviewed the application and recommend that the City Council appoint Kenneth Barrett as a voting member for a full three-year term starting on September 5, 2023, and ending on September 30, 2026.

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

ATTACHMENTS:

Attachment A – Citizen Interest Form
Attachment B – Finance Committee Roster

City Council Action:

DEL MAR CITIZEN INTEREST FORM

RECEIVED

JUN 24 2023

CITY OF DEL MAR

I. APPLICANT INFORMATION

Barrett _____ Kenneth _____ E _____
 Last Name First Name Middle Initial

_____ Del Mar, CA _____
 Home Street Address* City, State

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

_____ 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 1st, 2nd choice, etc.):

- | | |
|--|---|
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Arts Advisory Committee | <input type="checkbox"/> Parks and Recreation Committee |
| <input checked="" 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 a strong financial and business background, and thus believe I can contribute to the Finance Committee.

Education:

AB, Engineering Sciences- Dartmouth College, 1988
 MBA- Harvard Business School, 1995
 MS, Applied Biosciences- University of Arizona, 2006

Relevant Experience (job or volunteer etc.):

DMSB Rotary member, since 2007
TPAC Committee member, since 2017

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

TPAC (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
Glenn Evans	Klish Way	[REDACTED]
Martin Horton	Klish Way	[REDACTED]
Paul Cleveland	Hoska Drive	[REDACTED]

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

Residency

	Month	Year
I have been a resident of California since:	August	2006
I have been a resident of San Diego County since:	August	2006
I have been a resident of Del Mar since:	September	2010

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.

30+ years of reviewing financial reports during business career.

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

I think it is always useful to have fresh eyes review the finances of a small city. I also hope to spur any relevant benchmarking of finances of other comparable Coastal Towns, to learn other best practices.

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 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?

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.

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> North Bluff | <input type="checkbox"/> North Beach |
| <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.

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

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

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

Signature

Date

6-24-23

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 or call (858) 755-9313 and a staff member will get back to you promptly.



City of Del Mar
Finance Committee

Board Roster



Jeffrey G. Sturgis

2nd Term Nov 09, 2020 - Nov 09, 2023

Appointing Authority City Council

Position Chair



Tom L Tullie

2nd Term Nov 09, 2020 - Nov 09, 2023

Appointing Authority City Council

Position Vice Chair



Jas K Grewal

2nd Term Jul 31, 2021 - Jul 31, 2024

Appointing Authority City Council



Laura Pierce

1st Term Jul 31, 2021 - Jul 31, 2024

Appointing Authority City Council

Position Secretary



Laura S Demarco

1st Term May 02, 2022 - May 31, 2025

Appointing Authority City Council



Steven Allen Mcdowell

1st Term Aug 01, 2022 - Aug 31, 2025

Appointing Authority City Council



William T Scott

1st Term Aug 01, 2022 - Aug 31, 2025

Appointing Authority City Council



Michael Minter

1st Term Nov 14, 2022 - Nov 30, 2025

Appointing Authority City Council



Vacancy

Appointing Authority City Council



City of Del Mar Agenda Report



TO: Honorable Mayor and City Council Members

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

DATE: September 5, 2023

SUBJECT: Approval of Fifth Amendment to Cooperative Fire Management Services Agreement

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council approve a Fifth Amendment to the Agreement for Cooperative Fire Management Services (Attachment A) to add an Administrative Fire Captain position and authorize the City Manager to execute the Agreement.

DISCUSSION/ANALYSIS:

In October 2009, the City of Del Mar entered into a Cooperative Management Services Agreement (COOP) with the cities of Encinitas and Solana Beach and the Rancho Santa Fe Fire Protection District (FPD) for the purposes of sharing fire department management functions. The COOP outlines the services provided by the parties, compensation, and payment terms. The COOP has been amended four times to reflect changes in the organizational structure, removing the Rancho Santa Fe FPD, and modifying the cost allocation formula to include an administrative fee.

The COOP, which became effective on October 15, 2009, promotes cost-effectiveness and efficiency across several local government agencies. Some of the benefits include cost savings due to the equitable cost sharing of management services, improved public safety with enhanced supervisory effectiveness, better communication with shift personnel and improved chief officer response times, better firefighter training with improved coordination among instructors and the merging of training programs, and an opportunity to secure a greater number of Federal, State, and non-profit grants because of the expertise and experience that management staff offers.

An Administrative Battalion Chief position was originally added to the Fire Department management structure in 2017, whose responsibilities for all three cities include coordinating all fire department suppression and emergency medical training, assisting with North Zone development and coordination of multi-jurisdictional training, scheduling and coordinating County wildland fire suppression training, developing and overseeing new hire testing, coordinating new hire fire academies, as well as coordinating and conducting all probationary testing. The Administrative Battalion Chief also coordinates with Palomar College for credit tracking and reimbursement, as well as with the California Firefighter Joint Apprenticeship

City Council Action:

Committee (CAL-JAC). In addition to the already sizable workload of the training responsibilities, the Administrative Battalion Chief has been tasked with tracking all employee certifications and qualifications, fire apparatus design, managing the department safety and health and wellness programs, and providing oversight of the Community Emergency Response Team (CERT).

Firefighter and Emergency Medical Training requirements have created a heavy workload for the Administrative Battalion Chief. The addition of an Administrative Fire Captain position would provide administrative support to the Administrative Battalion Chief providing program-level span of control assistance. This new position would allow the Administrative Battalion Chief to delegate lower priority tasks and assignments to better focus efforts on developing training programs that are updated and aligned with the new California State Training Requirements. The Administrative Fire Captain would also create, implement, and monitor an annual training program. This recommendation is in line with the Management and Administrative Study done by Fitch & Associates in 2021.

On June 6, 2023, the Fire Governance Committee, which is made up of elected officials and city managers from the COOP participating cities and for Del Mar included Mayor Martinez and City Manager Jones, met and there was consensus among the group in support of the Fire Chief's recommendation to add the Administrative Training Captain position to the COOP Agreement to be provided by the City of Encinitas.

FISCAL IMPACT:

Approval of the Fifth Amendment to the Agreement for Cooperative Management Services will result in a net increase in costs to the City of Del Mar of less than \$27,000. A breakdown of the proportionate cost for each City is included as Attachment B. If approved by the City Council, the funds necessary to cover the costs for this position will be included in the Midyear Budget process.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Fifth Amendment to Agreement for Cooperative Management Services
Attachment B – Breakdown of Proportionate Cost for Administrative Training Captain

**FIFTH AMENDMENT TO
AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES**

This Fifth Amendment to the Agreement (“Fifth Amendment”) is entered into and effective the 5th day of September, 2023, (“Effective Date”), by and between the City of Del Mar, City of Encinitas, and City of Solana Beach (collectively the “Parties”).

RECITALS

WHEREAS, on October 15, 2009, the cities of Del Mar, Encinitas, and Solana Beach and the Rancho Santa Fe Fire Protection District entered into that certain Agreement for Cooperative Management Services (“Agreement”); and

WHEREAS, effective July 1, 2013, the Rancho Santa Fe Protection District is no longer a party to the Agreement, and the Agreement was amended to reflect that the cities of Del Mar, Encinitas, and Solana Beach are the remaining parties to the Agreement; and

WHEREAS, Section 14 of the Agreement allows for the Agreement to be amended only by written consent of the Parties to the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement to add an Administrative Fire Captain to the list of positions to be furnished by the Encinitas Fire Department.

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit “A” (Description of Services) is hereby deleted and a new Exhibit “A” (Description of Services) adding an Administrative Fire Captain position is attached hereto as Attachment “1” is substituted in its place.
2. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
3. Except as specifically provided herein, all terms shall have the same meaning as defined in the Agreement.
4. Except as specifically amended herein, the Agreement and any prior amendments shall remain in full force and effect.

[Signatures on Next Page]

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

City of Del Mar,
a municipal corporation

By: _____
Ashley Jones, City Manager

City of Encinitas,
a municipal corporation

By: _____
Pamela Antil, City Manager

City of Solana Beach,
a municipal corporation

By: _____
Gregory Wade, City Manager

ATTACHMENT 1

EXHIBIT A

Description of Services

The **Encinitas Fire Department** will furnish the management services that include the positions of Fire Chief (1), Administrative Fire Captain (1), Fire Marshal (1), Senior Deputy Fire Marshal (1), and Management Analyst (1), to the Cities of Del Mar and Solana Beach in order to manage all Fire Departments. All other Chief Officers may be furnished by any of the three cities.

If there is a change to the allocation of positions noted above, all three cities agree to re-evaluate the cost allocation structure.

If the Fire Chief determines that an employee of this management services agreement is being utilized excessively by one party of this agreement, then the Parties agree that all three City Managers shall meet to re-balance the workload or discuss other appropriate remedies.

Cooperatively, said management services shall include the following:

1. Management Services

- a. Under the direction and supervision of the City Managers of Del Mar, Encinitas, and Solana Beach, provide broad policy guidance, fire management expertise and leadership to Del Mar, Encinitas, and Solana Beach fire personnel.
- b. Confer with Del Mar, Encinitas, and Solana Beach Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by all Departments to their respective citizens.
- c. As directed by the City Managers, respond to citizen complaints regarding personnel or services, requests for services, and inquires.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Oversee maintenance program for fire stations and serve as point of contact for fire personnel for facility maintenance or procurement requests.

- h. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the cities of Del Mar, Encinitas, and Solana Beach.
- i. Supervise personnel of the Del Mar, Encinitas, and Solana Beach Fire Departments. Supervise adherence to Del Mar, Encinitas, and Solana Beach Department policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- j. As directed by the City Managers, attend and represent the Del Mar, Encinitas, and Solana Beach Fire Departments and implement each City's policies and directives at various local and regional meetings [i.e. City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of each Department.
- l. Direct the forecast of funds needed for staffing, equipment, materials and supplies.
- m. Monitor and approve expenditures and request budget adjustments.
- n. Provide overhead supervision for safety, command, and control functions on an as needed basis.
- o. Provide support personnel dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- p. Assist in the maintenance of the Cities' emergency plans and coordinate training for each City's staff.
- q. Administer grant programs and submit applications for grants.
- r. Prepare and review budgets and facilitate cost recovery.

2. Duty Coverage

- a. Provide emergency incident command officer coverage.
- b. Perform a management role and assume command of field operations as well as direct assigned personnel at the scene of emergencies involving fire, all types of accidents, gas leaks, flooded structures, hazardous materials and life saving and rescue work.
- c. Make decisions on the utilization and practical application of agency resources to ensure proper emergency coverage is maintained.
- d. Effectuate policies, orders, rules and regulations. Enforce agency rules and regulations and recommend and takes disciplinary action when necessary.
- e. Assure agency health and safety guidelines are followed, and exercise discretion to ensure a safe working environment is maintained.
- f. Respond to incidents requiring a chief officer, when necessary.
- g. Daily supervision of personnel. Supervise adherence to agency policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency

operations policies, memorandum of understanding, vacation, and sick leave policies, etc.).

- h. Conduct morning briefings with all shift personnel at the fire stations.
- i. Communicate daily activities with each Operations Chief and disseminate critical information.
- j. Meet with company officers in each station to explain new orders, answer questions, discuss policies and procedures, and ensure proper awareness of new standards.
- k. Receive and relay any pertinent information; deliver interdepartmental mail.
- l. Perform annual evaluations of company officers assigned to shift and ensure annual evaluations are complete for all members assigned to shift.
- m. Assist Company Officer with counseling and coaching of subordinates when there is a performance or personnel problem, if necessary.
- n. Participate in training activities and observe companies as they participate in training/drills.
- o. Act as initiating official for investigations and citizen's complaints; Analyze information obtained and handle as appropriate, or develop a report for further consideration.
- p. Maintain records and review RMS reports per developed program.
- q. Participate in captains' meetings when on duty.
- r. Participate in agency scheduled operations or staff meetings.
- s. Review FirstWatch response data at the end of every shift.
- t. Review Monthly Activity Reports.

3. Training Officer

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Del Mar, Encinitas, and Solana Beach Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Ensure that all firefighters are instructed in the same firefighter techniques (North Zone Operations and Training Manual).
- f. Provide training guidance and management to Del Mar, Encinitas, and Solana Beach fire personnel.
- g. Establish training standards and develop curriculum and lesson plans.
- h. Develop a master training schedule including multi-company drills on a regular basis.
- i. Training shall include the development of a training academy for new hires.

- j. Evaluate training effectiveness and periodically review training records for completeness.
- k. Represent the Del Mar, Encinitas, and Solana Beach Fire Departments at Zone and County training activities and meetings.
- l. Provide oversight of the Department(s) Community Emergency Response Team (CERT) program(s).
- m. Oversee firefighter recruitment, testing (including promotional) and hiring.

ATTACHMENT B - FY 23-24 Budget Estimate - Administrative Fire Captain

	DMR	SOL	ENC	Total (Salary & Benefits)
ENC DIRECTOR PS/ FIRE CHIEF--GORDON	\$ 41,504	\$ 73,963	\$ 229,081	\$ 344,549
ENC BATTALION CHIEF--WILLIAMS	\$ 29,555	\$ 52,669	\$ 163,128	\$ 245,352
ENC BATTALION CHIEF--POFF	\$ 29,555	\$ 52,669	\$ 163,128	\$ 245,352
ENC BATTALION CHIEF--CINCOTTA	\$ 27,320	\$ 48,686	\$ 150,792	\$ 226,798
ENC ADMIN FIRE CAPTAIN - VACANT	\$ 26,545	\$ 47,305	\$ 146,514	\$ 220,364
ENC FIRE MARSHAL--SCHMIDT	\$ 25,699	\$ 45,797	\$ 141,844	\$ 213,340
ENC SR. DEPUTY FIRE MARSHAL--VACANT (unfilled)	\$ -	\$ -	\$ -	\$ -
ENC FIRE ADMIN MANAGER (DP, GRANTS)--JIMENEZ	\$ 21,947	\$ 39,112	\$ 121,138	\$ 182,197
ENC ADMIN BATTALION CHIEF (TRAINING)--SPAULDING	\$ 30,652	\$ 54,623	\$ 169,180	\$ 254,455
ENC DEPUTY FIRE CHIEF (SUPPORT SERVICES)--SANCHEZ	\$ 37,010	\$ 65,955	\$ 204,276	\$ 307,241
TOTAL - Salary & Benefits	\$ 269,788	\$ 480,779	\$ 1,489,081	\$ 2,239,648
ENC BATTALION CHIEF - WILLIAMS - OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
ENC BATTALION CHIEF - POFF - OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
ENC BATTALION CHIEF - CINCOTTA- OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
TOTAL - Salary & Benefits & Overtime	\$ 280,254	\$ 499,431	\$ 1,546,851	\$ 2,326,538

ESTIMATE SALARY & BENEFITS ONLY				Total
ENC COST RECOVERY	\$ 269,788	\$ 480,779	N/A	\$ 750,567
SOL COST RECOVERY	\$ -	N/A	\$ -	\$ -

ESTIMATE OVERTIME				Total
ENC COST RECOVERY	\$ 10,467	\$ 18,652	\$ -	\$ 29,119
SOL COST RECOVERY	\$ -	\$ -	\$ -	\$ -

TOTA ESTIMATE				Total
ENC COST RECOVERY	\$ 280,254	\$ 499,431	N/A	\$ 779,686
SOL COST RECOVERY	\$ -	N/A	\$ -	\$ -

Cost Allocation	DMR	SOL	ENC
	12.046%	21.467%	66.487%



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: September 5, 2023

SUBJECT: Introduction of an Ordinance Amending the City's Local Coastal Program Land Use Plan and Del Mar Municipal Code Chapter 30.80 Parking Regulations Consistent with the May 10, 2023, California Coastal Commission Action Identifying Modifications Required to Obtain Final Certification of the Parking-Related Local Coastal Program Amendment

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council introduce an Ordinance (Attachment A) to amend the City's Local Coastal Program Land Use Plan and Del Mar Municipal Code (DMMC) Chapter 30.80 Parking Regulations consistent with the May 10, 2023 California Coastal Commission (CCC) Conditional Certification Action.

EXECUTIVE SUMMARY:

The proposed Ordinance will repeal and replace Ordinance 997 and amend Ordinance 982 to correct the Ordinance language required for final certification by the Coastal Commission. See Attachment B, which shows the required Ordinance changes in strikeout-underline format. This is considered an administrative corrective action because the City Council previously considered and approved all of the Conditional Certification changes to the Parking Code; however, not all of the specific language required by the CCC was included in the previously adopted City Ordinances.

DISCUSSION/ANALYSIS:

On December 13, 2021, the City Council adopted a package of parking-related amendments (Ordinance 982) that included various parking adjustments to address items requested by business owners during the COVID-19 pandemic as measures to facilitate occupancy of vacant tenant suites and the provision of outdoor dining and accessory food/beverage carts for local restaurants intended to facilitate economic recovery downtown. The Del Mar Village Association and local restaurant owners (i.e., Zel's, En

City Council Action:

Fuego, Viewpoint, and Hillstone) are interested stakeholders who have participated throughout the process.

On May 10, 2023, the Coastal Commission took action to conditionally approve the City's Parking Code Amendments on the condition that the City complete follow up actions to amend Local Coastal Program (LCP) Land Use Plan policies and amend the parking code to commit a parking space inventory and monitoring within a quarter mile of the shoreline and San Dieguito Lagoon, and associated actions for preparation of a Parking Management Program (PMP) by January 1, 2030, and updates to the PMP at least every 10 years. See the CCC Conditional Approval Letter in Attachment C.

On June 5 and June 19, 2023, the City Council took necessary actions to incorporate the required modifications approved by the CCC on May 10, 2023. On June 19, 2023, the City Council adopted Ordinance 997 amending the City's Local Coastal Program Land Use Plan and implementing regulations in DMMC Chapter 30.80. The June 19, 2023 City Council report can be found here: <https://www.delmar.ca.us/AgendaCenter/ViewFile/Agenda/06192023-3246>

It was brought to staff's attention by Coastal Commission staff that some of the language required by the May 10, 2023, CCC action was inadvertently left out of the adopted Ordinance. Based on Coastal Act requirements, the language in the City's adopted Ordinance must match the CCC language adopted on May 10, 2023. Therefore, Ordinance 997 must be repealed and replaced to incorporate the following CCC modifications:

1. Clarification that the existing conditions and parking inventory covers areas of the City within ¼ mile of the shoreline including the San Dieguito Lagoon riverfront (30.80.020 H.1, as shown in highlighted text in Attachment B).
2. Clarification that the existing conditions and parking inventory covers publicly available (not private) on-and off street parking (30.80.020 H.3, as shown in highlighted text in Attachment B).
3. Clarification that should these code changes lapse with the January 1, 2031, expiration that any business relying on the revised parking code would be considered legal non-conforming (30.80.030 C.1 Table (required parking ratios), as shown in highlighted text in Attachment B).

All of the above referenced modifications were discussed with the City Council at the June 5, 2023, public hearing and are incorporated into the proposed Ordinance. In terms of next steps, the proposed Ordinance will be submitted to the CCC after Ordinance adoption, then scheduled for final certification at a future CCC meeting at which time the package of parking amendments will take effect.

FISCAL IMPACT:

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

HOUSING IMPACT:

Approval of this parking-related Ordinance will have no impact on the City of Del Mar's housing supply or housing affordability in that the requested amendments are not related to housing.

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 18, Section 15265 (Adoption of Coastal Plans and Programs) and Article 19, Section 15301 (Existing Facilities).

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES

Implementation of the Parking Code Adjustments is a City Council identified Tier 1 priority special project for completion in Fiscal Year 2023-2024.

ATTACHMENTS:

Attachment A – Proposed Ordinance (Amending Ordinance 982 and Replacing 997)
Attachment B – Strikeout-Underline (Amendments to Ordinances 982 and 997)
Attachment C- CCC Conditional Approval Letter

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, TO REPEAL AND REPLACE ORDINANCE 997 ADOPTED BY THE CITY COUNCIL ON JUNE 19, 2023, AND AMEND ORDINANCE 982 ADOPTED BY THE CITY COUNCIL ON DECEMBER 13, 2021, IN ORDER TO CORRECT DEFICIENCIES IN THE PRIOR ORDINANCES FOR CONSISTENCY WITH THE MAY 10, 2023, CALIFORNIA COASTAL COMMISSION ACTION IDENTIFYING MODIFICATIONS REQUIRED TO OBTAIN FINAL CERTIFICATION OF THE SUBMITTED PARKING-RELATED LOCAL COASTAL PROGRAM AMENDMENT APPLICATION

WHEREAS, the Del Mar City Council adopted Ordinance 982 on December 13, 2021, to implement measures for 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 with required modifications; and

WHEREAS, the Del Mar City Council adopted Ordinance 997 on June 19, 2023, to incorporate the CCC modifications required on May 10, 2023; and

WHEREAS, upon review of Ordinance 997, CCC staff found that the Ordinance language was not consistent with the May 10, 2023, conditional approval by the Coastal Commission and required further modification to be deemed consistent for final certification; and

WHEREAS, all of the modifications required by the CCC were presented and discussed with the Del Mar City Council at the June 5, 2023 hearing but language was inadvertently left out of the Ordinance adopted on June 19, 2023; and

WHEREAS, if the City Council adopts the Del Mar Municipal Code amendments as modified and included herein, City staff will submit the Ordinance to the CCC to obtain final certification of the associated parking-related Local Coastal Program Amendment.

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 CCC'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 this Ordinance repeals and replaces Ordinance 997 adopted by the City Council on June 19, 2023, and amends Ordinance 982 adopted by the City Council on December 13, 2021, as set forth in the following sections.

SECTION THREE: 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 Land Use Plan (LUP) Policy IV-29 from the City's Local Coastal Program, 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 that covers, at a minimum, areas of the City within one-quarter mile of the shoreline, including the San Dieguito Lagoon riverfront, 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 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 restaurant.

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 for publicly available on- and off-street parking.

4. Analysis of the results of the inventory and occupancy, including demand analyses that use best practices by peer cities and industry-wide standards as guidance. Recommendations shall be 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 FOUR: 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

Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage outside of the Beach Commercial Zone	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).
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	<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 as those for the Beach Commercial Zone in Section 30.80.030(C) and any development that occurred under this section shall be considered legal non-conforming. 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 Consumption of Food and/or Beverage located in the Beach Commercial Zone</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 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</p>

	January 1, 2031, then the parking requirements shall be as shown as those for the Beach Commercial Zone in Section 30.80.030(C) and any development that occurred under this section shall be considered legal non-conforming. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.
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No changes to Sports & Recreation Club/Facility through Industrial/Manufacturing/Laboratory/Wholesale Printing.

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

SECTION SEVEN: 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 EIGHT: 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 18th day of September 2023.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of 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 18th day of September, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Strikeout-Underline Identifying CCC Modifications

The following identifies the full scope of the text that modifies Ordinance 982 and more specifically identifies, in underlined/highlighted text, the language that had been inadvertently omitted from Ordinance 997:

DMMC Section 30.80.020 F-G would be amended to include the following:

- 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.

DMMC Section 30.80.020 H. (General Parking Regulations) would be amended as follows:

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 **that covers, at a minimum, areas of the City within one-quarter mile of the shoreline, including the San Dieguito Lagoon riverfront,** 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 restaurant.
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 for publicly available on- and off-street parking.
4. Analysis of the results of the inventory and occupancy, including demand analyses that use best practices by peer cities and industry-wide standards as guidance. Recommendations shall be 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.

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

<p>Restaurant/Bar/Cocktail Room/Other Business Consumption of Food and/or Beverage outside of the Beach Commercial Zone</p> <p>Lounge/Tea for the On-Site</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 in Section 30.80.030(C) <u>and any development that occurred under this section shall be considered legal non-</u></p>
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	<p>conforming. 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 Consumption of Food and/or Beverage located in the Beach Commercial Zone</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 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 in Section 30.80.030(C) and any development that occurred under this section shall be considered legal non-conforming. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.</p>

CALIFORNIA COASTAL COMMISSION

SAN DIEGO AREA
 7575 METROPOLITAN DRIVE, SUITE 103
 SAN DIEGO, CA 92108-4421
 (619) 767-2370



May 11, 2023

Ms. Amanda Lee
 Principal Planner
 City of Del Mar
 1050 Camino del Mar
 Del Mar, CA 92014

Re: Certification of City of Del Mar LCP Amendment No. LCP-6-DMR-21-0081-2 (Parking Adjustments)

Dear Ms. Lee,

On May 10, 2023, the California Coastal Commission approved the above referenced amendment to the City of Del Mar Local Coastal Program (LCP). The amendment involves changes to the Implementation Plan (IP) to modify parking ratios for restaurants and several commercial uses in order to provide for increased flexibility for business owners and maintain a vibrant and pedestrian-friendly downtown area. More specifically, the changes to the IP included a reduction in parking ratios for restaurants, and a new exemption for outdoor dining space that is equal to or less than indoor dining space. Also included was a proposal for restaurants to have one accessory food or beverage cart per lot that cannot interfere with required off-street spaces. The proposed revisions to the IP also included an exemption for existing commercial properties in the Central Commercial (CC) Zone to change out their tenant spaces with retail sales, restaurant, or personal service uses while retaining their non-conforming parking. After the City's submittal of the IP amendment, Commission staff identified several inconsistencies between the City's request to revise parking standards in the IP and the existing parking standards in the certified LUP. Thus, City staff requested Commission staff incorporate several suggested modifications to the parking policies of the LUP in order to ensure consistency with the requested IP changes.

The Commission approved the LCP amendment with suggested modifications that address the protection of public access. The suggested modifications require the development of a new Parking Management Plan (PMP), which is to be completed no less than every 10 years, with the first deadline being January 1, 2030 (unless extended by the Executive Director). The changes to the parking standards proposed by the LCP are to remain in effect until the year 2031, unless amended to extend the changes based on the conclusions of the PMP. The exception is the Beach Commercial Zone, for which a suggested modification was made in order to retain the existing parking standards of the IP within that zone.

To correct the discrepancy between the parking standards of the IP and the LUP, several suggested modifications were made at the request of the City. This includes the removal of the specific parking standards contained in the LUP and the addition of several new parking and transportation-focused policies to protect public access and promote sustainable transportation. These include providing parking as appropriate for new development, managing parking without significantly impacting coastal resources or public access to the

coast, consideration of shared parking opportunities, and the inclusion of transportation demand management strategies to reduce congestion and parking demand and vehicle miles travelled.

Before the amendment request can become effectively certified, the Executive Director must determine that implementation of the approved amendment will be consistent with the Commission's certification order. This is necessary because the amendment was certified with suggested modifications.

In order for the Executive Director to make this determination, the local government must formally acknowledge receipt of the Commission's resolution of certification, including any terms or suggested modifications; and take any formal action which is required to satisfy them, such as revised plan policies, rezonings or other ordinance revisions. This certification must also include production of new LCP text demonstrating that the amendment, as approved by the Commission and accepted by the City, will be incorporated into the City's certified Local Coastal Program immediately upon concurrence by the Commission of the Executive Director's determination. The local government's action must be completely consistent with the Commission's certification order; if you are considering any change from what is presented in the attached suggested modification, you should contact this office immediately.

The Commission's certification order remains valid for six months from the date of its action; therefore, it is necessary for the City of Del Mar to take the necessary steps within six months. If you believe that the City of Del Mar will need additional time, you may request up to a one-year time extension but such an extension must be granted by the Coastal Commission at a subsequent hearing. As soon as the necessary documentation is received in this office and accepted, the Executive Director will report his/her determination to the Commission at its next regularly scheduled public hearing. If you have any questions about the Commission's action or this final certification procedure, please contact our office. Thank you and the other staff members who worked on this planning effort. We remain available to assist you and your staff in any way possible to continue the successful implementation of the local coastal program.

Sincerely,

Handwritten signature of Stephanie Leach in cursive script.

Stephanie Leach
Coastal Planner

A. Land Use Plan Modifications

Staff recommends the following suggested revisions to the proposed Land Use Plan be adopted. The underlined sections represent language that the Commission suggests be added, and the ~~struck-out~~ sections represent language which the Commission suggests be deleted from the language as originally submitted.

1. Delete the entirety of Policy IV-30, including the Off-Street Parking Regulations:

~~The City shall apply the following Off-Street Parking Regulations to new projects and redevelopment projects to assure that the parking needs generated by new development are provided on-site.~~

~~[...]~~

2. Add a new Policy IV-30 as follows:

Provide parking for residents, visitors, and employees as part of new development in accordance with the City's certified Implementation Plan.

3. Add a new Policy IV-31 as follows:

Provide and manage parking so that it is reasonably available when and where it is needed, without significantly impacting coastal resources or public access to coastal amenities and facilities.

4. Add a new Policy IV-32 as follows:

To help reduce parking demand, consider flexibility in parking requirements such as shared parking opportunities, improved public transit services, reduced auto ownership, provision of car sharing opportunities, or other means, provided that public access is not reduced.

5. Add a new Policy IV-33 as follows:

Reduce the amount of land devoted to parking through measures such as parking structures, shared parking, and managed public parking while still providing appropriate levels of parking to maintain access to the shoreline.

6. Add a new Policy IV-34 as follows:

Where potential for significant transportation impacts is identified for proposed development, require implementation of transportation demand management (TDM) strategies as a mitigation tool to improve mobility, reduce congestion and parking demand, and reduce vehicle miles traveled (VMT), greenhouse

gas emissions, and air pollution. The City shall actively encourage and, where appropriate to avoid impacts to public access and circulation, require development to implement incentives and programs to increase the use and availability of sustainable transportation (e.g., carpooling, bicycles, public transit, rail service, walking) such as the provision of employee transit passes or subsidies, ridesharing programs, bike racks, on-site showers and lockers, and similar measures.

B. Implementation Plan Modifications

Staff recommends the following suggested revisions to the proposed Implementation Plan be adopted. The underlined sections represent language that the Commission suggests be added, and the ~~struck-out~~ sections represent language which the Commission suggests be deleted from the language as originally submitted.

7. Add a new subsection (7) to Section 30.80.020(F) as follows:

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 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 Coastal Commission.

8. A new section (H) shall be added to Section 30.80.020 as follows:

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 that covers, at a minimum, areas of the City within one-quarter mile of the shoreline, including the San Dieguito Lagoon riverfront, 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 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.

LCP-6-DMR-21-0081-2 (Parking Adjustments)
Suggested Modifications

- 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 restaurant.
 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 for publicly available on- and off-street parking.
 4. Analysis of the results of the inventory and occupancy, including demand analyses that use best practices by peer cities and industry-wide standards as guidance. Recommendations shall be 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.
9. Parking requirements found in Section 30.80.030(C)(Non-Residential Use Parking Requirements) shall be modified as follows for the subject uses:

Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage outside of the Beach Commercial Zone

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)).

LCP-6-DMR-21-0081-2 (Parking Adjustments)
Suggested Modifications

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 as those for the Beach Commercial Zone in Section 30.80.030(C) and any development that occurred under this section shall be considered legal non-conforming. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.

10. Parking requirements for the Beach Commercial Zone shall be added to Section 30.80.030(C)(Non-Residential Use Parking Requirements) as follows:

Restaurant/Bar/Cocktail Lounge/Tea Room/Other Business for the On-Site Consumption of Food and/or Beverage located in the Beach Commercial Zone

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 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)).

11. Parking requirements for outdoor dining proposed in Section 30.80.030(C)(Non-Residential Use Parking Requirements) shall be modified as follows:

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

No additional parking requirement if outdoor seating area is equal to or less than the indoor seating area.

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.

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

LCP-6-DMR-21-0081-2 (Parking Adjustments)
Suggested Modifications

by January 1, 2031, then the parking requirements shall be as shown as those for the Beach Commercial Zone in Section 30.80.030(C) and any development that occurred under this section shall be considered legal non-conforming. The January 1, 2031 deadline may be extended for good cause by the Executive Director of the Coastal Commission.



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: September 5, 2023

SUBJECT: Introduction of an Ordinance to Implement Housing Element Program 1F
Relating to the Regulation of Manufactured Homes

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council introduce an Ordinance (Attachment A) to implement 6th Cycle Housing Element (Housing Element) Program 1F relating to the regulation of manufactured homes.

DISCUSSION/ANALYSIS:

Housing Element Program 1F requires processing of municipal code amendments to demonstrate compliance with State law relating to the regulation of manufactured homes by December 31, 2023. Manufactured homes are defined as a single dwelling unit constructed wholly or partially off-site that is installed on a permanent foundation system.

The City currently regulates manufactured homes under various sections of the Del Mar Municipal Code (DMMC), including, but not limited to, Chapters 30.04 and 30.86 governing zoning and Chapter 23.16 relating to moving buildings. The proposed DMMC amendments (A-23-001) demonstrate that the code does not include any impediments to the installation of manufactured homes by completing the required action pursuant to Housing Element Program 1F (Manufactured Housing) as further described below.

Federal Certification Requirements	The federal government sets the certification requirements for manufactured homes in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974. The proposed Ordinance requires applicants demonstrate compliance with the certification requirement.
California Government Code Section 65852.3 Requirements	The California Government Code requires that local jurisdictions (including charter cities) comply with the following, which are all reflected in the proposed Ordinance:

City Council Action:

	<ul style="list-style-type: none"> • Allow manufactured housing to be placed on a permanent foundation system and installed on lots that allow single- dwelling units, including residential and commercial zones • Allow manufactured housing subject to the same development standards as conventional single dwelling units and permitted in the same manner that conventional residential structures are permitted • Allows architectural requirements to be imposed related to roof overhang, roofing material, and siding material so long as such requirements do not exceed those imposed on conventional single dwelling units • Restricts City from applying any development standards that have the effect of precluding manufactured homes from being installed as permanent residences • Allows age limitation homes manufactured more than 10 years prior to the permit application date to install the manufactured home <p>In Del Mar, manufactured homes and conventional single dwelling units will all be subject to the same Design Review Board discretionary design review permit process in accordance with DMMC Chapter 23.08, unless otherwise specified per applicable law that a new dwelling unit on the lot is subject only to ministerial processes (i.e., Senate Bill 9 projects or Accessory Dwelling Units).</p>
<p>Proposed Del Mar Municipal Code (DMMC) Amendments</p>	<p>The amendments generally clarify that the municipal code, zoning, and permit processes for manufactured homes comply with State law by:</p> <ul style="list-style-type: none"> • Creating a new DMMC Chapter 23.15 (Manufactured Homes) to clarify definitions, specify requirements for installation and obtaining a building permit, and identify that manufactured homes are allowed in all zones that allow single dwelling units (i.e., R1, R2, RM, RC, and the Carmel Valley Precise Plan) • Amending DMMC Sections 23.16.020 (Moving Buildings - Issuing Authority) and 30.86.050 (Supplemental Regulations - Buildings Moved) to clarify that manufactured homes are subject to the same zoning standards and approval process as a conventional dwelling unit in the same zone, which is Design Review Board approval through a discretionary design review permit process in accordance with DMMC Chapter 23.08,

	<p>unless otherwise specified per applicable law that a new dwelling unit on the lot is subject only to ministerial processes (i.e., Senate Bill 9 projects or ADUs)</p> <ul style="list-style-type: none">• Amending Section 30.04.130 (Manufactured Home – Definition) for consistency with Chapter 23.15
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On July 10, 2023, the Planning Commission unanimously recommended City Council approval of the proposed DMMC amendments (A-23-001) by a vote of 5-0. The item was approved on the consent calendar. There were no public speakers and there was no submitted public correspondence for the item.

The proposed Ordinance is not subject to a Local Coastal Program (LCP) amendment because the applicable code sections are not within the certified LCP. If introduced, the second reading and adoption of the Ordinance would take place on September 18, 2023. The ordinance will take effect 30 days from the date of City Council adoption. Strikeout-underline for the proposed code amendment is shown in Attachment B.

HOUSING IMPACT:

The Ordinance will not result in any change in the City’s housing capacity. Instead, it ensures that the City’s code does not include any impediments for manufactured homes. This action implements the certified 6th Cycle Housing Element Program 1F.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The proposed ordinance would not result in significant effects on the environment or an increase in the severity of effects on the environment as previously analyzed and identified in the 6th Cycle Housing Element Final Program Environmental Impact Report (PEIR). Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is necessary. The Final PEIR and associated Mitigation, Monitoring, and Reporting Program (MMRP) was certified by the City Council on October 5, 2020 (State Clearinghouse (SCH) No. 2020029064). The Final PEIR is available at: www.delmar.ca.us/DocumentCenter/View/7171/Final-PEIR-91020

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Implementation of Housing Element Program 1F in accordance with the certified Housing Element is a Tier 1 City Council identified priority for completion in Fiscal Year 2023-2024.

ATTACHMENTS:

- Attachment A – Proposed Ordinance to Implement Housing Element Program 1F Relating to the Regulation of Manufactured Homes
- Attachment B – Code Amendment in Strikeout-Underline

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADDING A NEW CHAPTER 23.15 (MANUFACTURED HOMES) TO THE DEL MAR MUNICIPAL CODE; AND AMENDING DEL MAR MUNICIPAL CODE SECTION 30.04.130 (MANUFACTURED HOMES DEFINITION); AMENDING DEL MAR MUNICIPAL CODE SECTION 30.86.050 (SUPPLEMENTAL REGULATIONS – BUILDINGS MOVED); AND AMENDING DEL MAR MUNICIPAL CODE 23.16.020 (MOVING BUILDINGS – ISSUING AUTHORITY) ALL RELATING TO THE REGULATION OF MANUFACTURED HOMES IN THE CITY OF DEL MAR

WHEREAS, California Government Code Section 65852.3 regulates the installation of manufactured homes that meet federal safety and construction standards as certified by the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. §§ 5401 et seq.) in single dwelling unit residential zones within local jurisdictions in the State of California; and

WHEREAS, State law requires cities and counties, including charter cities, to: (i) allow manufactured homes to be placed on a permanent foundation in any lot zoned for conventional single dwelling units, and (ii) only subject manufactured homes and the lots on which they are placed to the same development standards as conventional single dwelling units; and

WHEREAS, State law allows cities and counties, including charter cities, to: (i) impose architectural requirements on the manufactured home structure relating to roof overhang, roofing material, and siding material, even if similar requirements are not imposed on conventional single-family residential dwellings (so long as such requirements do not exceed those imposed on conventional single dwelling units), and (ii) prohibit the installation of a manufactured home that was manufactured more than 10 years prior to the application date for a permit to install the manufactured home; and

WHEREAS, State law further restricts cities and counties, including charter cities, from applying any development standards on manufactured homes that have the effect of precluding manufactured homes from being installed as permanent residences; and

WHEREAS, the City currently regulates manufactured homes in the City under various sections of the Del Mar Municipal Code (“DMMC”), including, but not limited to, Chapters 30.04 and 30.86 governing zoning and Chapter 23.16 relating to moving buildings; and

WHEREAS, the certified City of Del Mar 6th Cycle Housing Element Update (2021-2029) includes Housing Element Program 1F (Manufactured Housing), which commits the City to amend certain provisions under the DMMC by December 31, 2023, to regulate

manufactured homes consistent with State law under Government Code Section 65852.3; and

WHEREAS, the City desires to amend the DMMC to define manufactured homes and clarify the City's ability to regulate manufactured homes consistent with State law.

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

SECTION ONE: That the foregoing recitals are true and correct.

SECTION TWO: That a new Chapter 23.15 (Manufactured Homes) is hereby added to the Del Mar Municipal Code to regulate manufactured homes in the City of Del Mar consistent with California Government Code Section 65852.3, as follows:

Chapter 23.15 – Manufactured Homes

23.15.010 – Purpose

It is the purpose of this Chapter to provide standards and criteria for the placement, design, and construction of manufactured homes installed on a permanent foundation system in single dwelling unit residential zones within the City of Del Mar consistent with State law under California Government Code Section 65852.3, as those provisions may be amended or superseded from time to time.

For purposes of promoting the public health, safety and general welfare, and more specifically for the purpose of providing City residents a suitable living environment and maintaining certain minimum building standards for residential dwellings, the following standards are hereby established for the installation of manufactured homes on a permanent foundation system in single dwelling unit residential zones.

23.15.020 – Definitions

For purposes of this Chapter, the following definitions shall apply:

A. Manufactured home means a single dwelling unit constructed wholly or partially off-site that is installed on a permanent foundation system, and which is certified in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974, and compliant with Section 18551 of the California Health and Safety Code.

B. National Manufactured Housing Construction and Safety Standards Act of 1974 means the Federal Act codified at 42 U.S.C. Sections 5401 et seq., as those provisions may be amended or superseded from time to time.

23.15.030 – Permitted Zones

Subject to compliance with the provisions of this Chapter, manufactured homes are permitted in zones where single dwelling units are an allowed use as follows:

- A. Very Low Density Residential Zone (R1-40)
- B. Modified Low Density Residential Zone (R1-14)
- C. Low Density Residential Zone (R1-10)
- D. Low Density-Beach Residential Zone (R1-10B)
- E. Medium Density Single-Family Residential Zone (R1-5)
- F. Medium Density Single-Family Residential Zone-Beach (R1-5B)
- G. Carmel Valley Precise Plan Specific Plan (CVPP)
- H. Medium Density Mixed Residential-East (RM-East)
- I. Medium Density Mixed Residential-West (RM-West)
- J. Medium Density Mixed Residential-Central (RM-Central)
- K. Medium Density Mixed Residential-South (RM-South)
- L. High Density Mixed Residential (R2)
- M. Residential Commercial (RC)

23.15.040 – Requirements for Installation of Manufactured Homes

In lieu of a home installed by conventional construction, the placement of a manufactured home on a lot within a permitted zone identified in Section 23.15.030 of this Chapter shall be permitted if done in compliance with the following requirements:

- A. **Required Certification.** At the time of application for installation of a manufactured home, the applicant shall demonstrate that the manufactured home meets federal certification standards in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974.
- B. **Permanent Foundation.** Pursuant to Section 18551 of the California Health and Safety Code, the manufactured home must be installed on a permanent foundation system.
- C. **Building Permit Required.** Prior to installing a manufactured home on a permanent foundation system, the manufactured home owner or a licensed contractor shall obtain a building permit from the Planning & Community Development Department in compliance with the requirements set forth in Section 18551 of the California Health and Safety Code and the local process for review and issuance of a building permit as set forth in Section 23.05.030.
- D. **Age Limitation.** No more than ten (10) years may have elapsed between the manufacture date of a manufactured home and the application date for a building permit to install the manufactured home on a permanent foundation.

E. Compliance with Applicable Ordinances. All ordinances applicable to conventional single dwelling units within the applicable zone in which a manufactured home is located shall also apply to manufactured homes, including, but not limited to, requirements for utility connections including water and sewer, height, lot coverage, setbacks, parking, and other residential development standards.

F. Hazard Control and Risk Reduction. The manufactured home placement shall be subject to the same hazard control and risk reduction standards as any conventional single dwelling unit that would be placed on the same lot.

G. Architectural Review Requirements Specific to Manufactured Homes. Manufactured homes shall be subject to the same architectural standards as conventional single dwelling units and look substantially like a conventional single dwelling unit as to its roof overhang, roofing material, siding material, parking and zoning requirements. Proposed manufactured homes and conventional single dwelling units are subject to a discretionary design review permit process in accordance with Chapter 23.08, unless otherwise specified per applicable law that a new dwelling unit on the lot is subject only to ministerial processes.

SECTION THREE: That Del Mar Municipal Code Section 30.04.130 (“M” Words and Phrases Defined) is hereby amended as follows:

A. Manufactured Home means a single dwelling unit constructed wholly or partially off-site that is installed on a permanent foundation system, and which is certified and compliant with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. §§ 5401 et seq.), and compliant with Section 18551 of the California Health and Safety Code. For purposes of this Title, a manufactured home shall be subject to the same regulatory standards and permit review process applicable to conventional single dwelling units in the zone in which it is located, unless expressly stated in Chapter 23.15 of this Code.

B. through G. [No change]

SECTION FOUR: That Del Mar Municipal Code Section 30.86.050 (Supplemental Regulations - Buildings Moved) is hereby amended as follows:

No building or structure shall be moved on a lot or parcel of land, or relocated from one lot or parcel of land to another, unless such building or structure conforms, or is made to conform to all provisions of this Title applicable to the property upon which the building will be located. All buildings or structures moved within the City, or from outside the City to within the City, shall first be approved by the Design Review Board pursuant to this Code. For purposes of this Section, some exceptions apply to manufactured homes, which are regulated under Chapter 23.15 of this Code.

SECTION FIVE: That Del Mar Municipal Code Section 23.16.020 (Moving Buildings - Issuing Authority) is hereby amended as follows:

- A. [No change]
- B. Exercising the authority to move a building in accordance with a permit shall be expressly conditioned upon the applicant first having obtained all other permits and licenses required for the building move. If the building is to be located within the City, the applicant shall first comply with the Design Review and zoning requirements of this Code. For purposes of this Section, some exceptions apply to manufactured homes, which are regulated under Chapter 23.15 of this Code.

SECTION SIX: The City Council finds that the proposed Ordinance would not result in significant effects on the environment or an increase in the severity of effects on the environment as previously analyzed and identified in the 6th Cycle Housing Element Final Program Environmental Impact Report (PEIR). Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is necessary. The Final PEIR and associated Mitigation, Monitoring, and Reporting Program (MMRP) was certified by the City Council on October 5, 2020 (State Clearinghouse (SCH) No. 2020029064). The Final PEIR is available at: www.delmar.ca.us/DocumentCenter/View/7171/Final-PEIR-91020

SECTION SEVEN: This Ordinance was introduced by the City Council on September 5, 2023.

SECTION EIGHT: 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.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 18th day of September 2023.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of 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 18th day of September, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Code Language – Strikeout-Underline format

That a new DMMC Chapter 23.15 (Manufactured Homes) be added as follows:

Chapter 23.15 – Manufactured Homes

23.15.010 – Purpose

It is the purpose of this Chapter to provide standards and criteria for the placement, design, and construction of manufactured homes installed on a permanent foundation system in single dwelling unit residential zones within the City of Del Mar consistent with State law under California Government Code Section 65852.3, as those provisions may be amended or superseded from time to time.

For purposes of promoting the public health, safety and general welfare, and more specifically for the purpose of providing City residents a suitable living environment and maintaining certain minimum building standards for residential dwellings, the following standards are hereby established for the installation of manufactured homes on a permanent foundation system in single dwelling unit residential zones.

23.15.020 – Definitions

For purposes of this Chapter, the following definitions shall apply:

- A. *Manufactured home* means a single dwelling unit constructed wholly or partially off-site that is installed on a permanent foundation system, and which is certified in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974, and compliant with Section 18551 of the California Health and Safety Code.
- B. *National Manufactured Housing Construction and Safety Standards Act of 1974* means the Federal Act codified at 42 U.S.C. Sections 5401 et seq., as those provisions may be amended or superseded from time to time.

23.15.030 – Permitted Zones

Subject to compliance with the provisions of this Chapter, manufactured homes are permitted in zones where single dwelling units are an allowed use as follows:

- A. Very Low Density Residential Zone (R1-40)
- B. Modified Low Density Residential Zone (R1-14)
- C. Low Density Residential Zone (R1-10)
- D. Low Density-Beach Residential Zone (R1-10B)
- E. Medium Density Single-Family Residential Zone (R1-5)
- F. Medium Density Single-Family Residential Zone-Beach (R1-5B)
- G. Carmel Valley Precise Plan Specific Plan (CVPP)
- H. Medium Density Mixed Residential-East (RM-East)

- I. Medium Density Mixed Residential-West (RM-West)
- J. Medium Density Mixed Residential-Central (RM-Central)
- K. Medium Density Mixed Residential-South (RM-South)
- L. High Density Mixed Residential (R2)
- M. Residential Commercial (RC)

23.15.040 – Requirements for Installation of Manufactured Homes

In lieu of a home installed by conventional construction, the placement of a manufactured home on a lot within a permitted zone identified in Section 23.15.030 of this Chapter shall be permitted if done in compliance with the following requirements:

- A. Required Certification. At the time of application for installation of a manufactured home, the applicant shall demonstrate that the manufactured home meets federal certification standards in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974.
- B. Permanent Foundation. Pursuant to Section 18551 of the California Health and Safety Code, the manufactured home must be installed on a permanent foundation system.
- C. Building Permit Required. Prior to installing a manufactured home on a permanent foundation system, the manufactured home owner or a licensed contractor shall obtain a building permit from the City Planning & Community Development Department in compliance with the requirements set forth in Section 18551 of the California Health and Safety Code and the local process for review and issuance of a building permit as set forth in Section 23.05.030.
- D. Age Limitation. No more than ten (10) years may have elapsed between the manufacture date of a manufactured home and the application date for a building permit to install the manufactured home on a permanent foundation.
- E. Compliance with Applicable Ordinances. All ordinances applicable to conventional single dwelling units within the applicable zone in which a manufactured home is located shall also apply to manufactured homes, including, but not limited to, requirements for utility connections including water and sewer, height, lot coverage, setbacks, parking, and other residential development standards.
- F. Hazard Control and Risk Reduction. The manufactured home placement shall be subject to the same hazard control and risk reduction standards as any conventional single dwelling unit that would be placed on the same lot.
- G. Architectural Review Requirements Specific to Manufactured Homes. Manufactured homes shall be subject to the same architectural standards as conventional single dwelling units and look substantially like a conventional single dwelling unit as to its roof overhang, roofing material, siding material, parking and

zoning requirements. Proposed manufactured homes and conventional single dwelling units are subject to Design Review Board approval through a discretionary design review permit process in accordance with Chapter 23.08, unless otherwise specified per applicable law that a new dwelling unit on the lot is subject only to ministerial processes.

That DMMC Section 30.04.130 (“M” Words and Phrases Defined) be amended as follows:

- A. *Manufactured Home* means a ~~one-family dwelling~~ single dwelling unit constructed wholly or partially off-site that is installed on a permanent foundation system, and which is certified and compliant with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. §§ 5401 et seq.), and compliant with Section 18551 of the California Health and Safety Code. For purposes of this Title, a manufactured home shall be subject to the same regulatory standards and permit review process applicable to ~~either~~ conventional single dwelling units ~~one-family dwellings~~ in the zone in which it is located, unless expressly stated in Chapter 23.15 of this Code.
- B. through G. [No change]

That DMMC Section 30.86.050 (Supplemental Regulations - Buildings Moved) be amended as follows:

No building or structure shall be moved on a lot or parcel of land, or relocated from one lot or parcel of land to another, unless such building or structure conforms, or is made to conform to all provisions of this Title applicable to the property upon which the building will be located. All buildings or structures moved within the City, or from outside the City to within the City, shall first be approved by the Design Review Board pursuant to this Code. For purposes of this Section, some exceptions apply to manufactured homes, which are regulated under Chapter 23.15 of this Code.

That DMMC Section 23.16.020 (Moving Buildings - Issuing Authority) be amended:

- A. [No change.]
- B. Exercising the authority to move a building in accordance with a permit shall be expressly conditioned upon the applicant first having obtained all other permits and licenses required for the building move. If the building is to be located within the City, the applicant shall first comply with the Design Review and zoning requirements of this Code. For purposes of this Section, some exceptions apply to manufactured homes, which are regulated under Chapter 23.15 of this Code.



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
Wendy House, Deputy City Attorney
Via Ashley Jones, City Manager

DATE: September 5, 2023

SUBJECT: Report on Items Related to Development of Short-Term Rental (STR) Policies and Regulations Including California Coastal Commission (CCC) Actions and Court Decisions and Ongoing STR Data and Information Collection

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council:

1. Receive a report from the City Attorney's office providing an overview of the legal landscape regarding short-term rentals including relevant court decisions and CCC actions to be considered in the development of new STR policies and regulations;
2. Authorize staff to initiate a STR operator registration process to establish a database of existing STRs within the last 10 years (see background summary in Attachment A);
3. Review supplemental June 2023 STR data (Attachment B); and
4. Confirm which California jurisdictions are to be used to collect sample STR policy and regulation data for presentation to the Council on September 18, 2023 (Attachment C).

BACKGROUND:

The creation of new STR regulations is a City Council priority special project. This project initially began in 2016, and has involved several CCC actions, legal challenges, and enforcement considerations as well as processing delays due to the timing of court decisions rendered during the COVID-19 pandemic (see Attachment A for additional background information).

Work on this special project resumed in January 2023, with the following actions having occurred to date:

City Council Action:

STR Data Collection

In January 2023, the City contracted with consulting firm DTA, to collect STR data specific to the City of Del Mar during the timeframe of January 1, 2023, through April 30, 2023, and provide a report with data analysis to the City Council.

On July 10, 2023, the City Council received a report with STR data and analysis to provide a general understanding of STRs in Del Mar (i.e., number; type; average length of stay, rental rate and occupancy rates; and general location in the City). The City Council asked for additional STR data through the month of June 2023 with additional details including bedrooms per unit, maximum visitor occupancy per unit, and parking. Attachment B provides the additionally requested data and a comparison to the prior reported data, which is summarized below.

- The number of STRs increased from 107 STRs (April) to 125 STRs (June 2023), which increased as a percentage from 4.2% to 4.9% of the City's total 2,574 dwelling units per the 2020 Census. This does not include any STRs advertised in Wavecrest Resort or L'Auberge Villas.
- When comparing the April and June 2023 data, there was an increase in the average days per rental from three days to five days, a slight decrease in average daily rental rate from \$630 to \$625, and an increase in the average STR occupancy rate (occupancy compared to availability) from 62% to 82%.
- Following is a breakdown of STRs by location:
 - 57-59% of the existing STRs are operating in residential zones in the North Beach neighborhood (RM-West, RM-East, and R1-5 zones)
 - 26-28% of the existing STRs are operating in residential zones in the south bluff neighborhoods (R2 and RM-South zones)
 - 15% of the existing STRs are operating in residential zones in the hills neighborhoods (R1-10 and CVPP)
 - The Wavecrest Resort timeshares and L'Auberge Vacation Villas provide an additional 43 STR options in locations where short-term vacation rentals are an existing allowed use.

Council Guiding Principles & Objectives for STR Regulations

On July 24, 2023, the City Council determined the guiding principles and objectives for development of new STR regulations as follows:

1. Honor the existing policies in the Del Mar Community Plan.
2. Maintain the residential character of neighborhoods in residential zones.

3. Honor the tradition of vacation rentals during the summers, holidays, and horse-racing season.
4. Ensure protection of the public health, safety, and general welfare.
5. Ensure the City's natural resources will be preserved and protected.
6. Ensure STRs will not overburden public improvements, facilities, and services.
7. Minimize adverse impacts to adjacent private properties and the surrounding neighborhood.
8. Consider distribution and concentration of STRs throughout the community.
9. Craft regulations that are easy to understand and implement.
10. Communicate expectations for civil conduct in line with "good neighbor" policies.
11. Establish enforcement protocols, and ensure regulation of short-term rentals is, at a minimum, revenue neutral to the City.

Council Approach & Next Steps in Process

Below is an outline of the approach and planned next steps identified by the City Council:

- Collect data/examples from other jurisdictions and have a preliminary policy discussion – September 18
- Prepare draft framework for ordinance consistent with the Council guiding principles and objectives.
- Prepare environmental analysis of the draft ordinance and consider alternatives.
- Conduct public outreach including the local hotels/motels and other stakeholders.
- Obtain Council direction on process to require Transient Occupancy Tax (TOT).
- Hold noticed public hearing of the Planning Commission to review the draft ordinance and provide a recommendation to the City Council.
- Hold noticed public hearings of the City Council to introduce and adopt an ordinance.
- Submit the adopted ordinance to the CCC for certification.

DISCUSSION/ANALYSIS:

CCC action is required to approve new STR regulations in the City and, as described in more detail below, the City will need to process amendments to the City's certified Local Coastal Program (LCP) Land Use Plan and implementing regulations within the zoning code to effectuate any new STR regulations.

Framework for CCC Approval of a Proposed Local Coastal Program Amendment

The Coastal Act requires each city and county located within the California Coastal Zone to develop a LCP, including a Land Use Plan and Implementation Plan. The LCP and any LCP amendment (LCPA) must be approved and certified by the CCC to take effect. The CCC certified the City of Del Mar's Land Use Plan in 1993 and Implementation Plan in 2001. To

adopt a proposed Ordinance amending its certified LCP, the City provides notice to the public and an opportunity for public comment and participation in the adoption process. City staff also works with CCC staff to obtain input on the draft Ordinance/LCPA. The City then holds public hearings before the Planning Commission and City Council to consider the proposed Ordinance/LCPA. Once adopted by the City Council, the City submits the Ordinance/LCPA to the CCC for certification.

The CCC holds a public hearing to consider and vote on the LCPA submission. The standard of review applied by the CCC for approval of a proposed LCPA is the City's Implementation Plan must conform with the Land Use Plan and the Land Use Plan must be consistent with the Coastal Act. After voting on the proposed LCPA, the CCC notifies the City of its action, which is either to: (i) approve the LCPA as submitted with no modifications; (ii) conditionally approve the LCPA with suggested modification(s); or (iii) deny the LCPA. If the Coastal Commission grants approval with suggested modifications, the City can either accept and make the modifications or process and submit a new Ordinance/LCPA to the Coastal Commission for consideration. If the CCC denies the proposed Ordinance/LCPA, it does not become effective.

CCC Review of STR Regulations in Coastal Jurisdictions

The CCC reviews STR ordinances on a discretionary, case-by-case basis, and has never implemented a one-size-fits-all approach to approving STR regulations. Thus, it can be difficult to predict how the CCC will view proposed regulations. In 2016, the CCC issued a guidance letter stating it supports local ordinances that both allow and regulate STRs¹. In essence, the CCC recognizes STRs serve as a source of visitor-serving accommodations near the beach and shoreline and promote coastal access, especially for larger groups and families that might not otherwise be able to afford a more expensive traditional option like hotels. The CCC also acknowledges STRs raise legitimate concerns involving potentially adverse impacts to the community, such as community character, noise, parking, traffic, and garbage impacts, as well as a decrease in housing stock and affordability, and a strain on public services. Accordingly, the CCC has stated STR regulations should strike a reasonable balance between ensuring availability of STR rentals for coastal visitors and preserving neighborhood character and long-term housing for local residents.

As part of this special project, the City Attorney's Office was tasked with reviewing past CCC decisions from the date the City last submitted STR regulations to the CCC for review in 2018. In doing so, it was discovered that even though the CCC approves context-specific STR regulations which are unique to each jurisdiction, there are certain general trends that have developed throughout the years, including the following:

¹ See.

https://documents.coastal.ca.gov/assets/la/Short_Term_Vacation_Rental_to_Coastal_Planning_&_Devt_Directors_120616.pdf

- Prohibition on STR Bans: CCC has historically not supported bans or undue restrictions of STRs and encourages the continued operation of STRs in residential dwellings.
- Accommodation of Existing, Non-Conforming STRs: CCC has required allowing existing, non-conforming STRs to continue operating in certain zones under new STR regulations. Other jurisdictions have been required to allow non-conforming uses where a city expressly recognized the then-existing use, such as by issuing a business license, or collecting TOT from STRs.
- Intensity of Use: CCC has approved limits on the concentration of STRs – total number of STRs allowed within certain areas (e.g., by neighborhood, by communitywide ratio, etc.); location of STRs – limited to certain zones within the jurisdiction; and/or buffers – distance separation requirements between STRs, when such restrictions don't affect the supply of STRs compared to the current demand.
- Overall Limit: CCC has approved caps on the maximum number of STRs that may operate within a jurisdiction, so long as other use restrictions (e.g., distance separation requirement) do not prevent an area from meeting its cap.
- Length of Stay: CCC has approved limits on the minimum and maximum amount of time a STR may be used as a vacation rental during a given year or season.
- Ample Alternative Visitor-Serving Accommodations: CCC has upheld more restrictive regulations when there are ample alternative visitor-serving accommodations within the Coastal Zone of a jurisdiction (e.g., hotels, motels, inns, bread and breakfasts, etc.).
- Hosted vs. Non-Hosted STRs: CCC has found, absent specific circumstances, limiting STRs to “hosted”, “owner-occupied”, or “primary residence” rentals generally does not provide the space and privacy desired by families and larger groups traveling together.
- Reasonable Operational Requirements: CCC supports and encourages the implementation of reasonable and balanced “good neighbor” operational restrictions (e.g., requirements related to occupancy, parking, noise, traffic levels, garbage 24/7 management contact, signage, STR permitting, enforcement protocols; etc.).

More restrictive approaches to the above trends have generally only been approved by the CCC when there is clear evidence STRs are causing specific, significant adverse impacts to a coastal jurisdiction (usually geographic) that cannot be mitigated using less feasible alternatives. The CCC typically will not approve more restrictive regulations if a jurisdiction does not provide sufficient data, analysis and/or justification to show why the regulations are necessary.

Case Law Regulating STRs

The City Attorney's Office also reviewed court cases involving challenges to STR ordinances in coastal jurisdictions. While there are other cases on the subject, of those that are published and therefore legal precedent, the following three recent cases are most relevant to the CCC's authority to review and take action on STR regulations within coastal jurisdictions:

- *Keen v. City of Manhattan Beach* (022) 77 Cal.App.5th 142. The City of Manhattan Beach adopted zoning ordinances as part of its certified LCP. In 2015 and 2019, the city adopted two ordinances "reiterating" the city's ban on STRs without obtaining CCC approval. Keen, a STR property owner, filed a writ petition to enjoin the city from enforcing a ban on STRs pending the city obtaining CCC approval. The city argued its zoning laws always banned STRs through permissive zoning, and therefore the new ordinances were not an amendment to the LCP requiring CCC approval. The trial court ruled the city failed to identify any old zoning provision with a long-term/short-term rental distinction: "Because its ordinances say nothing about the duration of rentals, the City cannot credibly insist its ordinances permit long-term residential rentals but have always banned short-term rentals. That interpretation makes no sense." The Court of Appeal ultimately upheld the lower court's ruling and determined the city's ban on STRs was an amendment to the city's certified LCP requiring CCC approval.
- *People v. Venice Suites, LLC* (2021) 71 Cal.App.5th 715. The plaintiff in this case argued STRs were impliedly prohibited under a permissive zoning scheme. The Court of Appeal noted that a permissive zoning argument does not apply to STRs where the zoning ordinances do not expressly contain a length of occupancy requirement for different types of housing (e.g., apartment, hotel, residential building, etc.): "Application of the permissive zoning scheme...would lead to an absurd result where neither short-term nor long-term occupancies would be allowed...because a length of occupancy is not expressed."
- *Kracke v. City of Santa Barbara* (2021) 63 Cal.App.5th 1089. In 2015, without obtaining CCC approval, the City of Santa Barbara began regulating STRs as "hotels" under its municipal code, which effectively banned STRs in the Coastal Zone. Kracke, the owner of a STR property management company, filed a writ petition to enjoin the city from enforcing its STR ban unless it obtained CCC approval. The city claimed STRs are not expressly regulated under its certified LCP and are therefore excluded from the Coastal Act, giving the city the right to regulate them at their discretion. The trial court held the city's ban constituted a "development" under the Coastal Act and therefore, the city could not ban STRs without obtaining CCC approval. The Court of Appeal affirmed the lower court's ruling and found the city instituted the ban on STRs without the CCC's review or approval in violation of the Coastal Act.

Based on these cases, courts have generally found permissive zoning may not apply to STRs in certain circumstances, such as where zoning codes do not distinguish between specific types of uses (e.g., length of occupancy for long-term versus short-term rentals). Permissive zoning is a legal principle providing a use is considered prohibited unless it is expressly permitted under a zoning ordinance. Thus, if a jurisdiction's ordinance does not expressly regulate the duration of any rental, a jurisdiction may not be able to argue STRs are prohibited because they are not expressly permitted by the code.

NEXT STEPS

Establish Database of Existing STRs

Staff recommends that the City Council authorize staff to initiate a process to establish a database of existing STRs within the last 10 years. This would include requesting STR operators electronically submit requests to register their existing STRs in a database via the City's website by a specified date. The information required for registration would include supporting documentation to substantiate STR operations within the last 10 years such as fully executed rental agreements at the subject property, a business license identifying STR business at the subject property, federal or state income tax returns specifying STR business operation at the subject property, printed or online advertising or contracts at the subject address with the source/date of publication, and other evidence of STR operations at the subject property. The information provided would solely be used to identify the number of STRs operating within the last ten years for the purpose of discussions related to new short-term rental regulations and would not be used for code enforcement purposes. If the Council is agreeable, staff recommends that the call for STR registrations would be for a period of 90-days, beginning immediately with a deadline of December 5, 2023.

Direction on new STR Policy Framework and Implementing Regulations

At the next City Council meeting on September 18, 2023, the City will solicit public input on options related to a new STR policy framework and implementing regulations. It is expected forthcoming decisions will be evaluated and considered with the Council's identified STR guiding principles and objectives in mind and that the discussion will involve City Council direction related to the following:

- Locations: Determine which zones should allow STR use and whether certain geographic areas should be subject to different standards to limit the intensity of use (i.e., specific residential neighborhoods).
- STR Use Types: Determine whether STR regulations should differentiate between STR operations of a primary residence, or within a portion of a primary residence, that is occupied by the property owner for a majority of the calendar year.

- Registration/Licensing: Identify the approval process requirements such as business license and required registry for STR-specific license, certificate, or permit; and determine the frequency (i.e., annual or longer duration for renewal).
- Intensity of Use: Determine whether to set an overall limit on the number of STRs citywide (i.e., percentage of total housing units), whether to set limits on concentration of STRs in specific areas, require a minimum number of nights per occupant stay, or limit the number of days per year that hosts can rent their STR.
- Manner of Rental: Determine whether additional regulations should be required such as health and safety regulations (i.e., insurance requirements, fire safety inspections, and emergency information posted for guests inside the unit), limits on the number of guests (daytime/nighttime), limits on use of STRs for large gatherings and events. The expectation is that all STR operations comply with existing California Building Code and Del Mar Municipal Code regulations (i.e., occupancy, parking, trash, lighting, noise, and nuisance controls).
- Good Neighbor Requirements: Confirm expectations related to implementation of good neighbor policies and the required procedures for communication of the designated point of contact and requirements for timely response to complaints.
- Taxes: Provide direction for proceeding with the steps necessary to authorize City collection of Transient Occupancy Tax (TOT) for STR operations.

Comparable Jurisdictions for STR Policies/Regulations

The following sixteen (16) California jurisdictions provide a range of examples for future policy discussion of good neighbor policies, procedures for communication of the designated point of contact, and limits on length of stay and STR concentration, including examples of proposed caps on STRs that were previously approved or denied by the CCC:

- San Diego Region: Cities of Carlsbad, Oceanside, San Diego, and Solana Beach
- Other California Jurisdictions: Cities of Carpinteria, Dana Point, Laguna Beach, Newport Beach, Palm Springs, Pismo Beach, San Clemente, Santa Cruz, and Trinidad. Counties of Santa Barbara; Santa Cruz, and San Mateo.

Each identified jurisdiction accommodates STR use subject to permit/licensing, TOT, and other requirements. See Attachment C for a summary with additional detail. Staff requests that the Council consider the above list of jurisdictions and confirm or modify the list so that staff may proceed with compiling comparable data for the Council's consideration on September 18, 2023.

HOUSING IMPACT:

STRs involve commercial use of a dwelling unit that can displace long-term housing stock. This special project to establish new STR policies/regulations is consistent with the City's Housing Element Program 5C, which commits the City to implement measures to reduce current vacancy rates in units off-site property owners that report the units as unoccupied and having no long term housing tenant. The intent is to protect the residential character of neighborhoods in residential zones by creating new opportunities for STRs in commercial zones and maintaining the majority of dwelling units in residential zones for long-term housing.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) because CEQA only applies to projects with the potential for causing a significant effect on the environment. For the purpose of CEQA, there is no change in baseline environmental conditions as a result of the action.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The STR Regulations special project is a City Council identified priority for completion in FY 2023-2024.

ATTACHMENTS:

Attachment A – STR Background Summary

Attachment B – Supplemental Data Analysis through June 2023

Attachment C – STR Regulation Data from Other California Jurisdictions

Background Summary and Policy Context

Prior Actions to Accommodate Existing Short Term Rentals (STRs) Until New Regulations Take Effect

This City Council priority special project began in 2016 and has involved several California Coastal Commission (CCC) actions, legal challenges, and enforcement considerations as well as processing delays due to the timing of the final court decisions rendered during the COVID 19 pandemic, which required the City Council to postpone work on a new STR ordinance and direct the City's limited resources to address the highest priority public health and safety issues and legal mandates.

Initial Moratorium:

After experiencing a significant increase in the number of STRs operating in residential zones, on April 4, 2016, the City Council adopted a moratorium on new STRs in residential zones and provided for existing, non-conforming STRs to temporarily continue to operate while new regulations are processed. The moratorium ended on November 6, 2017 (when Ordinance 934 was adopted). The moratorium was replaced with a Council-adopted forbearance policy to accommodate STRs in operation prior to April 4, 2016, until new STR regulations take effect (see forbearance discussion below).

STR "7/28 Ordinance" - Ordinance 934:

November 6, 2017 - The City Council adopted Ordinance 934 to establish new STR regulations. This ordinance, also referred to as the "7/28 ordinance", never became effective because Zoning/Local Coastal Program Amendments require CCC certification per the California Coastal Act in order to take effect.

June 7, 2018 – After the CCC conditionally certified Ordinance 934 in June 2018, the City processed an extension. However, while the City was waiting for final resolution of litigation, the conditional CCC approval expired on December 13, 2019.

February 7, 2021 - The court dismissed the final case (City of Del Mar v. California Coastal Commission) because the CCC's conditional approval had expired on December 13, 2019.

Adoption of Forbearance Policy Currently in Effect:

The forbearance policy was adopted by Council Resolution 2017-71 on November 6, 2017, to accommodate STRs in operation prior to April 4, 2016, until new STR regulations take effect. The forbearance has been consistently applied, enforced, and maintained:

Date	City Council Action
Nov 6, 2017	Adopted new STR Ordinance 934 and Resolution 2017-71 to establish Forbearance Policy
Sep 4, 2018	Approved six-month extension to March 2019 (Resolution 2018-61)
Feb 11, 2019	Approved one-year extension to February 2020 (Resolution 2019-09)

Feb 3, 2020	Approved one-year extension to February 2021 (Resolution 2020-05)
Feb 1, 2021	Approved two-year extension to February 2023 (Resolution 2021-04)
Jan 23, 2023	Approved two-year extension to January 2025 (Resolution 2023-02)

What is an STR?

STR’s are generally defined as visitor accommodation (commercial activity) in a dwelling unit where the unit as a whole is rented for less than 30 consecutive days. However, some STR operators offer rentals of a portion of the dwelling unit and/or as multiple STR rental options within a single dwelling unit.

General Description of Coastal Act

The Coastal Act requires public access to be protected, provided, and maximized. The CCC considers STRs as a means for visitors to access the coast. The relevant policy Section 30213 of the Coastal Act states “Lower cost visitor and recreation facilities shall be protected, encouraged, and where feasible, provided. Developments providing public recreational opportunities are preferred.” The CCC has interpreted that STRs are a type of lower cost visitor accommodation, more affordable than traditional hotels that can facilitate members of the public with low or moderate incomes to access and recreate at the coast. Further, the CCC has taken the position that coastal jurisdictions should expressly accommodate STRs within Local Coastal Program policies and regulations. The CCC has generally interpreted STRs to be both a visitor-serving use and a form of residential use. In terms of length of stay, CCC staff has indicated an expectation in the past that the local regulations accommodate the ability for a weekend getaway to provide visitor opportunities during the most common times individuals are able to travel. That being said, the CCC has expressed recognition that each community is unique and may address STRs differently.

Local Policy Context

Del Mar Community Plan (General Plan)

The Del Mar Community Plan expresses the community’s policy vision to guide development. It is the main point of reference for all land use-related decisions. The Community Development section of the Community Plan includes the City’s Land Use Element and the most relevant land use policies related to the topics of STRs and housing included below:

Overall Goal: Preserve and enhance the special character of Del Mar, the elements of which are a village-like community of substantially single family residential character, a picturesque and rugged site, and a beautiful beach.

Community Development Goal 3: Preserve and enhance Del Mar’s special residential character and small town atmosphere with its harmonious blending of buildings and landscape in proximity to a beautiful shoreline.

Goal 3 Objective C: Adopt strong positive controls to prevent future commercial development which is incompatible with the existing residential character of the community.

Goal 3 Objective D: Preserve existing and insure adequate housing for diverse age and socio-economic groups within the community.

Goal 3 Objective E: Encourage and facilitate provision of lower cost housing for low- and moderate-income households.

Community Development Goal 5: Preserve the economic integrity of the community.

Goal 5 Objective A: Maintain a balanced philosophy toward commercial growth which permits the City's income to keep pace with its expenditures while insuring compatibility with all other goals and objectives of the Community Plan.

Goal 5 Objective B: Promote those uses of the commercial area which will be of greatest economic benefit to the community while insuring compatibility with all other goals and objectives of the Community Plan.

Goal 5 Objective D: When feasible and appropriate, require an economic analysis on any future proposed community plan revisions.

Community Development Goal 6: Assure continuing public participation in city planning by developing procedures in which citizens can participate in updating General Plan goals and policies and help in implementing programs including consultation and advice on enabling legislation.

City of Del Mar Community Plan - Housing Element (6th Cycle 2021-2029)

The Del Mar Housing Element identifies the following goals, policies, and programs:

- Provide new types of housing opportunities and housing capacity for a greater range of income levels by pursuing development at the State Fairgrounds, promoting accessory dwelling units, and incorporating multiple dwelling unit development in various commercial zones;
- Remove governmental constraints to create new opportunities for affordable housing through modified regulations, incentives, and streamlining of processes;
- Establish a regulatory framework that supports the maintenance and improvement of existing housing, including the preservation of affordable housing;
- Provide equal opportunities and access to housing options within the community for residents of all abilities consistent with the City's overall housing policy goal 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.";

- Provide affordable housing assistance resources and information to residents, property owners, and individuals seeking to remain living in the community or to relocate to Del Mar; and
- Identify the challenges faced by special needs groups working and/or living in the community and taking actionable steps towards assisting those groups consistent with the City's housing goals.

Housing Element Program 5C commits the City to implement measures to reduce current vacancy rates in units off-site property owners that report the units as unoccupied and having no long term housing tenant.

Local Coastal Program (LCP) Land Use Plan (LUP)

Any proposed land uses must conform with the policies of the Coastal Act. The standard of review for any prospective STR Ordinance will be the City's certified LCP LUP. Relevant LCP policies include:

LUP Goal IV-A: Provide physical and visual access to coastal recreation areas for all segments of the population without creating a public safety concern, overburdening the City's public improvements, degrading the City's natural resources, or causing substantial adverse impacts to adjacent private properties.

LUP Policy II-6: Encourage visitor-serving and recreation-oriented businesses that blend harmoniously with the traditional small-town character of the community.

LUP Goal V-B: Provide the public with quality overnight accommodations and other visitor-serving facilities which enhance the unique village character of the community.

LUP Policy V-10: The City shall ensure that development of visitor-serving facilities is compatible with surrounding development and is consistent with the policies of this Land Use Plan intended to preserve environmentally sensitive resources.

Regulatory Context – Zoning Code/Certified Local Coastal Program (LCP)

Title 30 of the Del Mar Municipal Code (DMMC) sets forth the City's Zoning regulations. The DMMC Title 30 regulations and associated maps applicable to base zones, overlay zones, permitted/allowed uses, required discretionary permit types, public access, and coastal resources comprise the City's certified LCP implementing ordinances. Until new STR regulations are adopted and become effective, new STR's are only an allowed use in commercial zones, including the Residential-Commercial (RC), Central Commercial (CC), North Commercial (NC), Professional Commercial (PC), Visitor-Commercial (VC), Hotel Specific Plan, and 941 Camino Del Mar Specific Plan zones; and as provided for by development entitlement (i.e., Wave Crest Resort Time Shares and L'Auberge Vacation Villas). STRs are currently not an allowed use in any residential zones, including R1-40, R1-14, R1-10, R1-0B, R1-5, R1-5B, RM-east, RM-West, RM-Central, RM-South, and R2 zones.

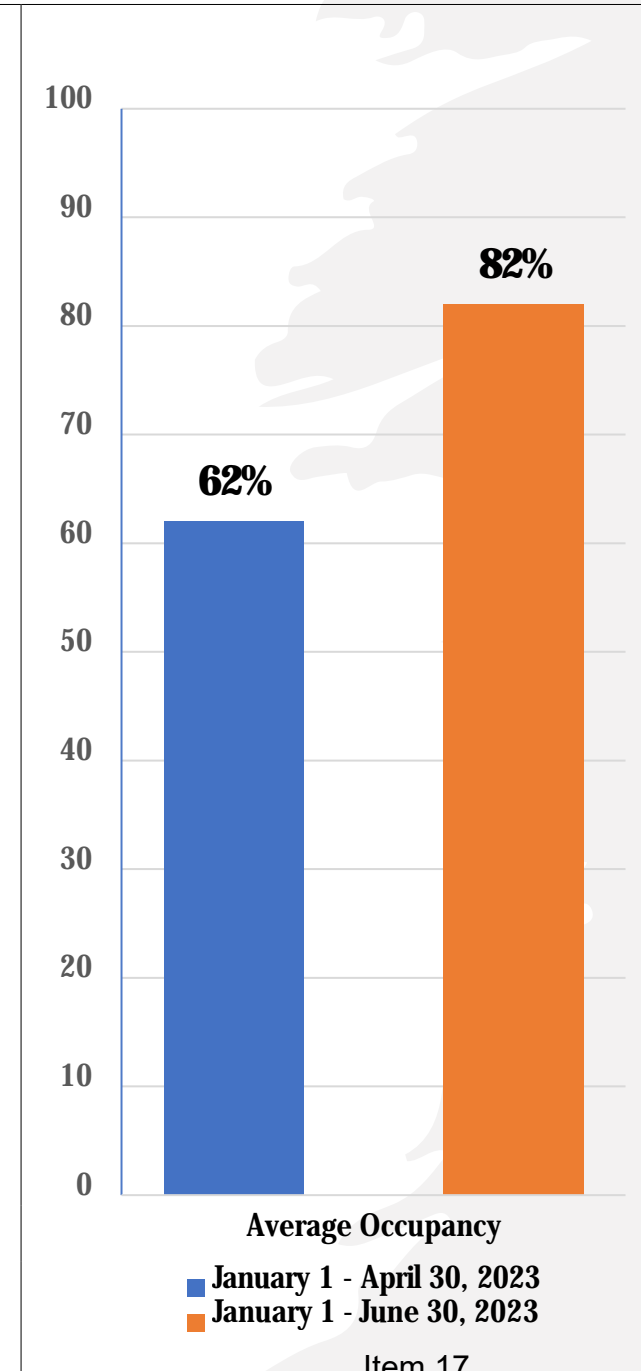
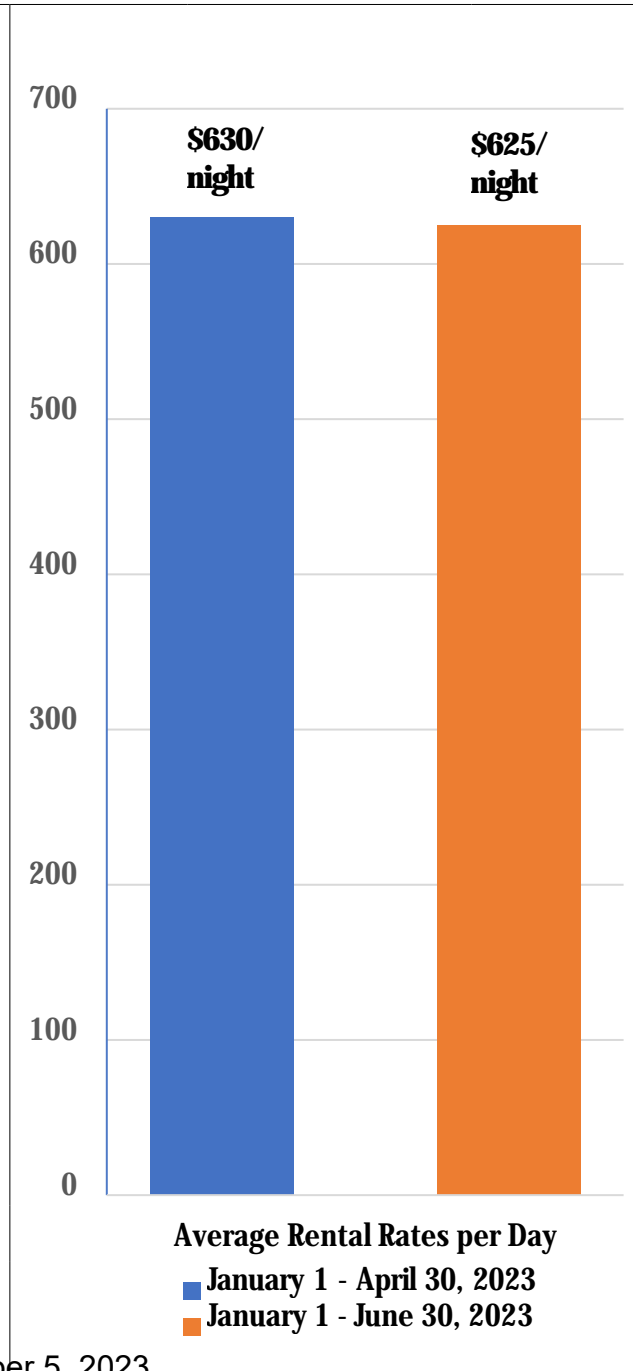
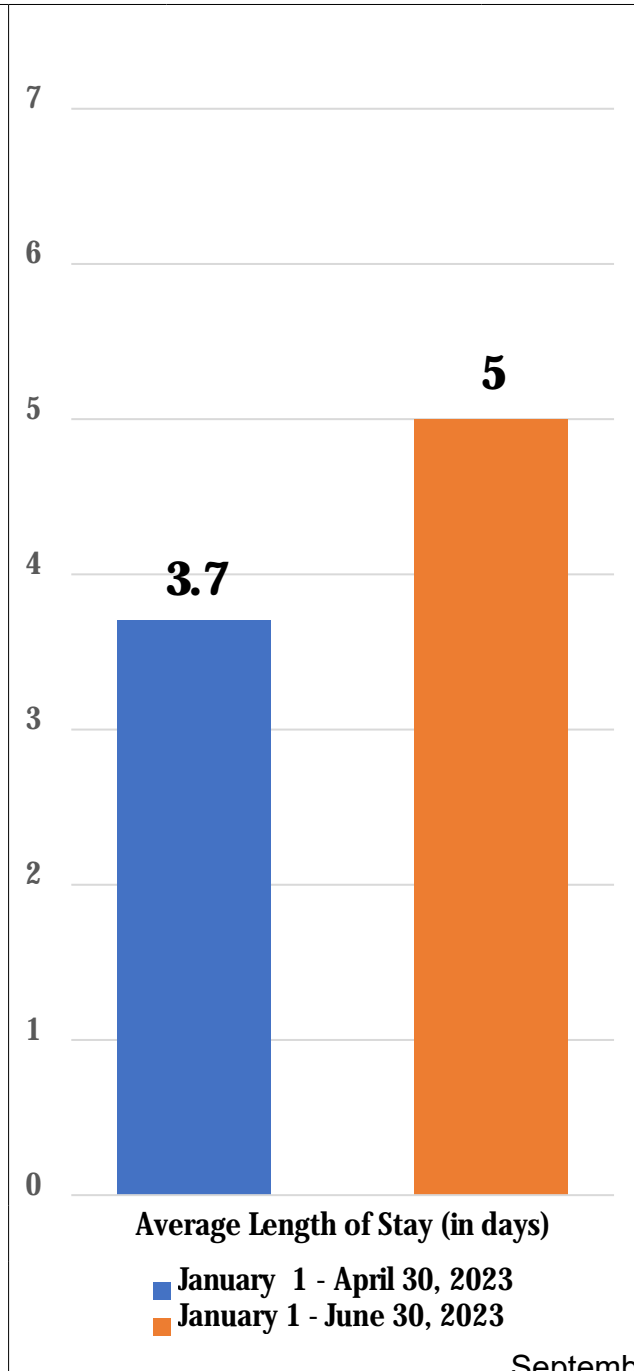
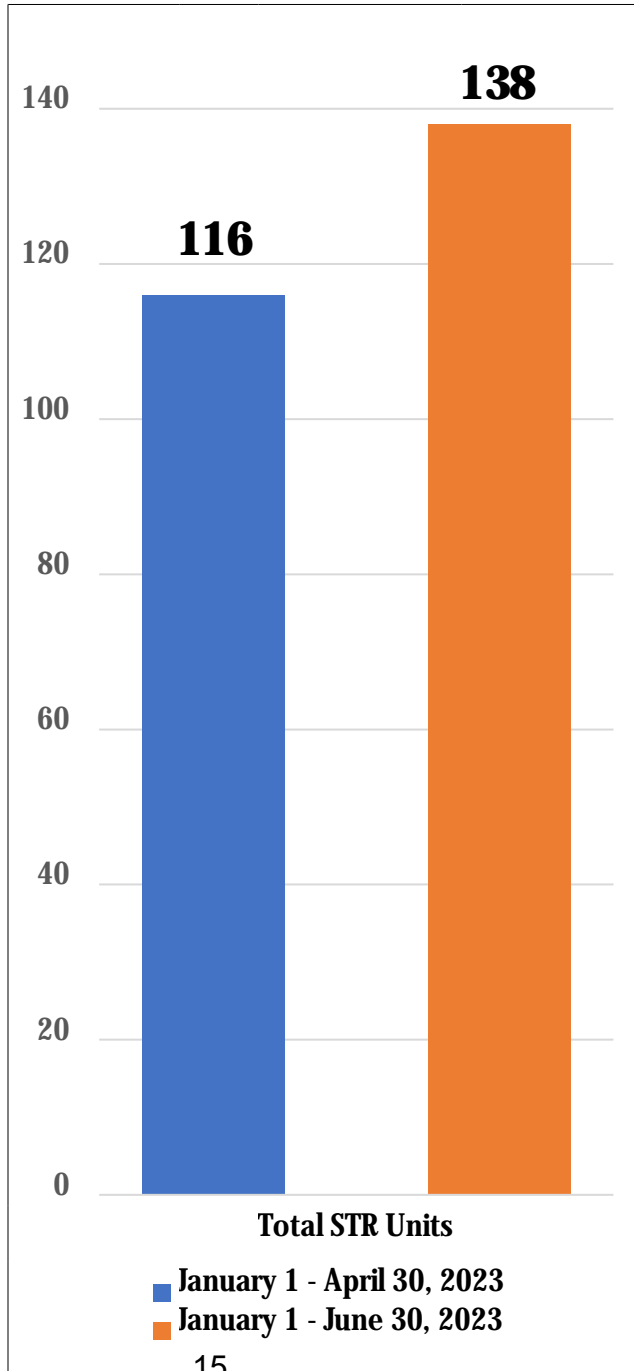
Supplemental Data Analysis

Following is a summary of the data presented to the City Council on July 10, 2023, for January 1 – April 30, 2023, compared to supplemental data collected through June 30.

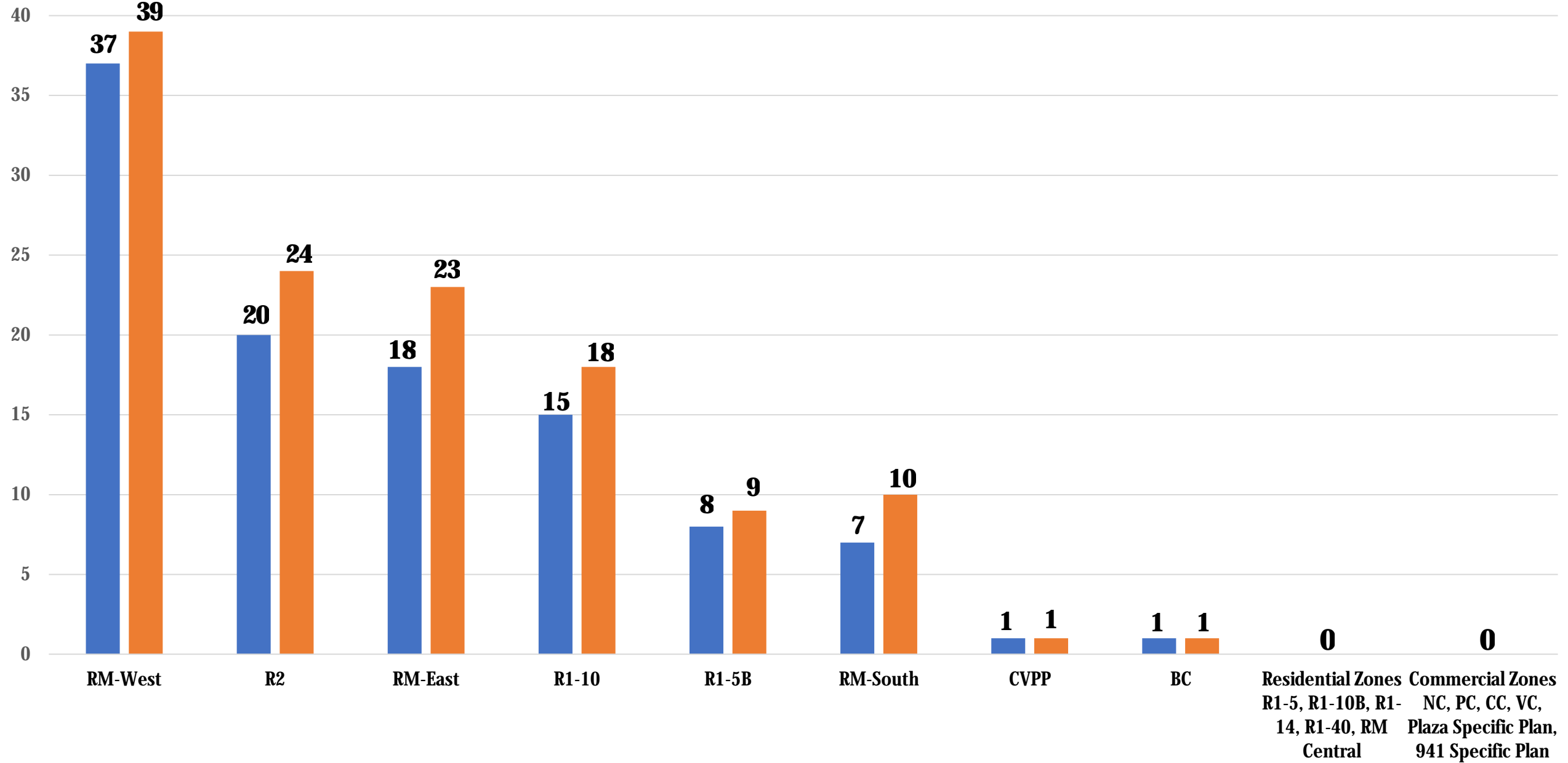
	January 1 - April 30, 2023	January 1 - June 30, 2023
Total STRs Advertised	116	138
Ratio of STRs to Units 2,574 units per 2020 Census	4.5% with Wavecrest/L'Auberge 4.2% (107 units) not including Wavecrest/L'Auberge units	5.4% with Wavecrest/L'Auberge 4.9% (125 units) not including Wavecrest/L'Auberge units
Ownership	36 primary residences 80 with offsite owners	40 primary residences 98 with offsite owners
Average Length of Stay	3.7 days	5 days
Average Rental Rate per Night	\$630	\$625
Average Occupancy	62%	82%
Bedrooms per Unit	N/A	Ranged from studio to 7- bedroom units
Occupancy per Unit	N/A	Ranged from 2 to 14 visitors maximum
Parking "Amenities"	N/A	Most say "free parking"; some identify "on-street parking"

Locations of Advertised STRs

	Jan-April 2023	Jan-June 2023
RM-West Zone	37	(+2) 39
R2 Zone	20	(+4) 24
RM-East Zone	18	(+5) 23
R1-10 Zone	15	(+3) 18
R1-5B Zone	8	(+1) 9
RM-South Zone	7	(+3) 10
CVPP Zone	1	1
BC (R2) Zone	1	1
SUBTOTAL	107	125
Wavecrest Resort	3	(+3) 6
L'Auberge Villas	6	(+1) 7
TOTAL	116	138



Zoning Designations of Advertised STRs



■ April 2023 ■ June 2023

Staff is seeking Council direction on which jurisdictions are to be used in the collection of example STR policy/regulation data for presentation to the Council on September 18, 2023, as options for consideration in development of a new STR policy/regulatory framework for Del Mar. Staff is recommending the Council consider the following jurisdictions:

	Jurisdiction (year certified by CCC)	Rental Certificate, License or Permit	Point of Contact Requirement	TOT Collected	Limits on Stay	Limits on Concentration
1	Carlsbad (2020)	Annual permit	yes	yes	-	-
2	Oceanside (2019)	Annual permit	yes	yes	2-night min	No new non-hosted STRs in residential
3	San Diego (2021)	License	yes	yes	2-night min	Cap at 1% of dwelling units
4	Solana Beach (2004)	Annual permit	yes	yes	7-day min	-
5	Carpinteria (2016)	License	yes	yes	-	-
6	Dana Point (2016)	Annual permit	yes	yes	2-night min	-
7	Laguna Beach (2017)	Permit (every 2 years)	yes	yes	-	-
8	Newport Beach (2021)	Permit	yes	yes	2-night min	Cap at 1,550 permits; Prohibits in R1 zones; 20% max in multi-unit developments
9	Palm Springs (2022)	Annual Certificate	yes	yes	-	20% cap by neighborhood; no STRs in apartments
10	Pismo Beach (2018)	License	yes	yes	-	-
11	Santa Barbara County (2018)	Annual permit -discretionary	yes	yes	-	Max 1 STR per lot
12	San Clemente (2018)	Annual permit	yes	yes	-	Max 1 STR per dwelling unit
13	Santa Cruz (City) (2018)	Annual permit	yes	yes	-	-
14	Santa Cruz County (2016)	Permit (every 5 years)	yes	yes	-	10-20% cap by neighborhood
15	San Mateo County (2017)	Permit (every 3 years)	yes	yes	Max 180 nights per year	-

Attachment C

					if owner not on-site	
16	Trinidad (2017)	License	yes	yes	-	No new non-hosted STRs (documented impacts to population of 360)



City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: September 5, 2023

SUBJECT: San Dieguito Drive Phase 1 Preliminary Engineering Assessment
Presentation and Recommendation to Proceed to Phase 2 Engineering
Design

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council:

- 1) Approve further study and design of Minimal Alternative (Alternative #3) from the Phase I Engineering Assessment (Attachment A, page 4) and grant an exception to City Council Policy 114 - Complete Streets;
- 2) Approve a \$155,400 Task Order (Attachment B) with Michael Baker International (MBI) to proceed with Phase 2 Road Improvement Design, Construction Documents and Easement Acquisition for the Minimal Alternative (Alternative #3); and
- 3) Authorize the City Manager to execute the Task Order.

BACKGROUND:

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

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

City Council Action:

On September 6, 2022, the City Council approved a task order with Michael Baker International (MBI) to conduct a Phase I Preliminary Engineering Assessment for San Dieguito Drive, totaling \$64,500. The intent of the assessment was to better understand the condition of the road and develop conceptual design alternatives and costs that could serve as the basis for a future capital improvement project to improve the road.

DISCUSSION/ANALYSIS:

Phase 1 Preliminary Engineering Assessment

Staff worked with MBI to complete the Phase 1 Preliminary Engineering Assessment (Assessment), which was presented to area residents for feedback on July 13 and August 18, 2023. As part of the Assessment, MBI assessed the existing site conditions and evaluated the extent of physical modifications that would be required to improve the existing private street to conform to the County of San Diego Public Road Standards and Design Standards, and the City's Complete Streets Policy to be accepted into the City's streets and roadways system. The Assessment produced four preliminary design concepts, which have been previewed with San Dieguito Drive and Oribia Road residents, resulting in a recommended alternative to proceed to detailed design (Phase 2).

The existing roadway is approximately 17 to 20 linear feet wide and includes adjacent gravel/dirt shoulder areas that are currently used for parking. The asphalt is in a deteriorated condition and likely requires replacement of the entire roadway structural section. According to County standards, the road is classified as a Hillside Residential Street (Attachment D). Multiple elements went into determining this roadway classification, such as purpose, surrounding land uses, average daily traffic, and the character of the hillside including the curvature and gradient of the street. Hillside Residential Street is the minimal section available for residential streets per the standards. The roadway section standard consists of two 12-foot driving lanes and an 8-foot parking lane. However, the minimum necessary road width is 20 feet, or two 10-foot driving lanes, to ensure passage for fire trucks. Moreover, the minimum width for a parking lane is seven (7) feet.

Since the Assessment contemplates improving the roadway to public standards, street parking and walkways must be considered to align with City Council Policy 114 - Complete Streets (Complete Streets Policy), which was adopted in 2017 (Attachment E). Any deviation from the Complete Streets Policy will require City Council approval of an exception, as discussed in more detail later in this report.

"Complete Streets" is a term used to define streets designed and operated to enable safe access for all users, and accommodate people of all ages and abilities, travelling by all modes, including walking, biking, using public transit, and driving cars, commercial or emergency vehicles. The Complete Streets policy implements Community Plan Transportation Goals and Objectives, Climate Action Plan Measure T3, California Complete Streets Act (AB1358), San Diego Association of Governments (SANDAG)

Regional Complete Streets Policy, and the City’s Clean Water Program (i.e., stormwater management program compliance). Additionally, due to the location and proximity to the San Dieguito Lagoon, it is important to maintain coastal access which implements the City’s Local Coastal Program.

MBI initially developed three (3) standard alternatives (1A, 1B and 2) that conceptualize the physical modifications necessary to improve the road from its existing condition to meet public standards and City policy. Based on resident feedback, MBI developed a fourth alternative that includes only the minimal improvements necessary to meet public standards (Alternative 3). A summary of the key components of the four alternatives is presented in the following table and shown in Attachment A.

San Dieguito Drive	Alternative 1A	Alternative 1B	Alternative 2	Alternative 3
<i>Existing Roadway Condition</i>	17 to 20 linear feet (LF) of roadway & adjacent gravel/dirt for parking			
<i>Proposed Roadway Condition</i>	20 LF of roadway, 7 LF of continuous parking (West), 5 LF of walkway (West)	20 LF of roadway, 7 LF of continuous parking (East), 5 LF of walkway (East)	20 LF of roadway, 7 LF of noncontinuous parking (West), 5 LF of walkway (West)	20 LF of roadway with rolled concrete curbs
Impacts to Existing Private Properties				
Retaining Wall Installation	6 (West)/out of 14	3 (East/West)/out of 14	5 (West)/out of 14	1 (West)/out of 14
Fence Removal	1 (West)/ out of 14	6 (East)/out of 14	1 (West)/out of 14	0 /out of 14
Significant Front Yard Grading	7 (West)/out of 14	7 (East)/out of 14	7 (West)/out of 14	1 (West)/out of 14 ¹
Physical Modifications				
Grading (CY)	900 (Cut & Export)	920 (Fill & Import)	600 (Cut & Export)	250 (Cut & Export)
Retaining Walls (LF)	595	190	420	75
Parking²				
Parking (LF)	440	680	310	80
Parking Spots	19	30	13	4

1. From the retaining wall to be installed at the intersection of Racetrack View Drive.
2. Alternative 1A, 1B and 2 provide formal asphalt parking and Alternative 3 is parking on existing shoulder with gravel.

On July 13, 2023, staff held a meeting with residents of San Dieguito Drive and Oribia Road to present the findings of the Assessment and receive feedback on the initial three conceptual alternatives (1A, 1B, and 2). The residents provided extensive comments and

feedback, and asked questions regarding public road standards, Complete Streets Policy, and Community Plan; sewer feasibility; drainage; residents' private maintenance obligations; easement rights/obligations; assessment district/cost sharing; etc. Staff's responses to residents' questions are included as Attachment F.

Recommended Minimal Conceptual Design Alternative 3

Based on the feedback received from the residents, staff worked with MBI to develop an additional minimal conceptual design alternative (Minimal Alternative) that preserves the area's rural character and conceptualizes the physical modifications necessary to improve the road from its existing condition to public standards without on-street parking and sidewalks (Attachment A, Page 4).

The Minimal Alternative includes a roadway with a standard centerline crown with 16 feet of asphalt and 3-foot concrete rolled curbs for an improved width of 23 feet. This allows for 20 feet, or two 10-foot driving lanes, to ensure passage for fire trucks. Staff's response to question #14 in Attachment F provides a more detailed explanation as to why a standard centerline crown with rolled curb is recommended to adequately convey the roadway drainage over an inverted crown with ribbon gutter, which was suggested for evaluation by some residents. As part of Phase 2, the City's consultant will conduct a hydrology study which will inform the final design and what is needed to properly address drainage and water flow.

Concrete rolled curb is recommended to allow parking on decomposed/crushed granite shoulders where feasible and access to driveways. A concrete rolled curb is also recommended over an asphalt rolled curb because it has a more cost-effective useful life, examples of which can be found throughout town. A retaining wall is required to widen the road at the intersection with Racetrack View Drive because of the existing storm drain inlet and topography.

In the Minimal Alternative, the extent of the road shoulders remain the same as existing, as to not impact the private properties, but are decreased by the increased roadway width. Only shoulder areas with a minimum seven (7) feet of width are identified as usable parking and anything less than this is considered deficient.

The Minimal Alternative deviates from the Complete Streets Policy (public standards, street parking and walkways) and requires approval from the City Council per exception 8.3 of the Complete Streets Policy, which provides as follows: "Where the cost of providing facilities for all travelers would be excessively disproportionate to the need or likely use through the life of the project. Cost analysis shall follow SANDAG's Complete Streets policy guidance." The costs to install the standard improvements must be greater than 20% of the minimal improvements to qualify for this exception. As discussed in the "Estimated Project Costs" section below, the standard alternatives are \$2,000,000 and the Minimal Alternative is \$1,300,000, which is therefore 54% greater and thus qualifies for exception 8.3.

The Complete Streets approach to roadway development and maintenance projects utilizes principles of non-prescriptive, flexible design; context sensitivity; and collaborative processes to establish a multimodal network for all users and facilitate the transportation and environmental conservation objectives outlined by the Del Mar Community Plan. Thus, in considering the geographic context, an exception is further recommended based on the standard alternatives posing issues with impacts to private properties because of the need to extensively widen the road, and Americans with Disabilities Act (ADA) standards for a proposed walkway because of the steep existing slopes.

On August 18, 2023, staff and City Council liaisons Dave Druker and Terry Gaasterland held a second meeting with the residents to get their feedback on the Minimal Alternative and to gauge their level of interest in moving into Phase 2, which will include detailed hydrology and engineering studies that will inform the recommended final design for the project. The residents present at the meeting unanimously expressed their support for the Minimal Alternative.

Sewer Feasibility

As part of the Phase 1 work, MBI conducted a sewer feasibility assessment (Attachment A, pages 5 and 6) to determine the integration of a new sewer main along San Dieguito Drive, from Oribia Road to the existing sewer main at San Dieguito Drive and Racetrack View Drive. This assessment included evaluating clearances from existing utilities and incorporating the proposed joint trench as part of the Utility Undergrounding District X1A (Crest Canyon). The sewer main was determined feasible to install as part of all the alternatives whether as part of this project or in the future as part of a separate project.

It remains unclear as to whether there is support among residents to proceed with installation of a sewer main as part of a potential road project or a separate future project. To date, two properties on Oribia Road have expressed support for installation of sewer, and several residents on San Dieguito Drive have indicated they are not interested in installing a sewer main as part of the proposed project. It is important to note that the City's ability to participate financially in improving San Dieguito Drive, and the public benefit that would allow for that participation, is specific to road improvements. The City's ability to contribute to the proposed project does not extend to the installation of a sewer line on San Dieguito Drive. Including installation of a sewer line as a component of the potential road project or as a future effort, and the cost for doing so, would need to be a resident initiative.

Estimated Project Costs

MBI conducted a comprehensive evaluation of the total project costs for the proposed alternatives. Alternatives 1A, 1B, and 2 were determined to be approximately \$2,000,000 without sewer and \$3,000,000 with sewer. The cost estimates for these initial three alternatives are relatively similar, with only marginal cost differences. Alternative 3

(Minimal Alternative) was determined to be approximately \$1,300,000 without sewer and \$2,300,000 with sewer.

The cost estimates include items such as design and permitting, construction management, roadway asphalt and base material, curb & gutter, grading, driveway conforms, drainage improvements, retaining walls, sewer main, sewer manholes, sewer laterals and connections, septic abandonment, utility adjustments, and a conservative 30% contingency at the conceptual design stage.

The cost estimates are based on conceptual designs and intended to provide an initial understanding of costs as part of the Assessment for project planning purposes. The engineering consultant will develop an updated cost estimate based on a detailed design to be developed as part of the Phase 2 Road Improvement Design. The actual cost of the project will be determined through the competitive public bidding process the City is required to undertake as a public agency prior to award of a construction contract, which requires City Council approval.

Recommendations and Next Steps

Based on the information provided in the Phase 1 Preliminary Engineering Assessment and feedback from the residents, staff recommends that the Council authorize a task order with MBI, as further described below, to complete the Phase 2 Road Improvement Design for the Minimal Alternative and approve an exception to the Complete Streets Policy. Staff agrees with residents that the Minimal Alternative maintains the rural character of the neighborhood as envisioned in the City's Community Plan, while providing the minimum necessary improvements to upgrade the road to public standards.

The City has an agreement in place with MBI for as-needed civil engineering services. As such, staff recommends issuing MBI a Task Order for \$155,400 (Attachment B) to proceed with Phase 2 Road Improvement Design, Construction Documents and Easement Acquisition for San Dieguito Drive. Phase 2 will include spacing for a future sewer, however, not include a detailed design of the sewer facilities. If approved, the Phase 2 design work is scheduled for completion by March 2024. Phase 2 work would include conducting detailed engineering studies (e.g., drainage, geotechnical, structural, and sewer) and producing engineering design plans and documents for construction, permitting, and any necessary easement acquisition.

It is the City's intention to synchronize the design and construction schedules for San Dieguito Drive and Utility Undergrounding District X1A (Crest Canyon). The X1A schedule has completion of the design and bid documents by March 2024, with the public bidding process anticipated to start in April 2024. MBI will provide intermittent submittals for San Dieguito Drive sufficient to incorporate as part of the X1A design, and the entire San Dieguito Drive bid package will be completed along with X1A.

In addition to the recommended Phase 2 design work, City staff will work with the City Attorney's office to determine the maximum extent to which the City may participate financially in this project, and will return with a recommendation to the City Council at a future meeting. Depending on the outcome, the City may wish to engage an outside third party to provide information on the formation of an assessment district related to any required resident contribution to the project; however, this is unknown at this time and will be further evaluated in preparation for a future agenda item.

PRIOR CITY COUNCIL REVIEW:

On June 19, 2023, City Council approved \$170,000 for the San Dieguito Drive Development in the Fiscal Year 2023-2024 Operating and Capital Budget. On September 6, 2022, City Council approved a \$64,500 task order with Michael Baker International (MBI) to perform a Phase 1 Preliminary Engineering Assessment of San Dieguito Drive. On June 20, 2022, City Council approved \$104,000 for the San Dieguito Drive Preliminary Engineering Assessment and Special Tax Assessment District coordination in the Fiscal Year 2022-2023 Operating and Capital Budget.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds are available in the project budget to cover the costs of the recommended Phase 2 work.

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 & PRIORITIES:

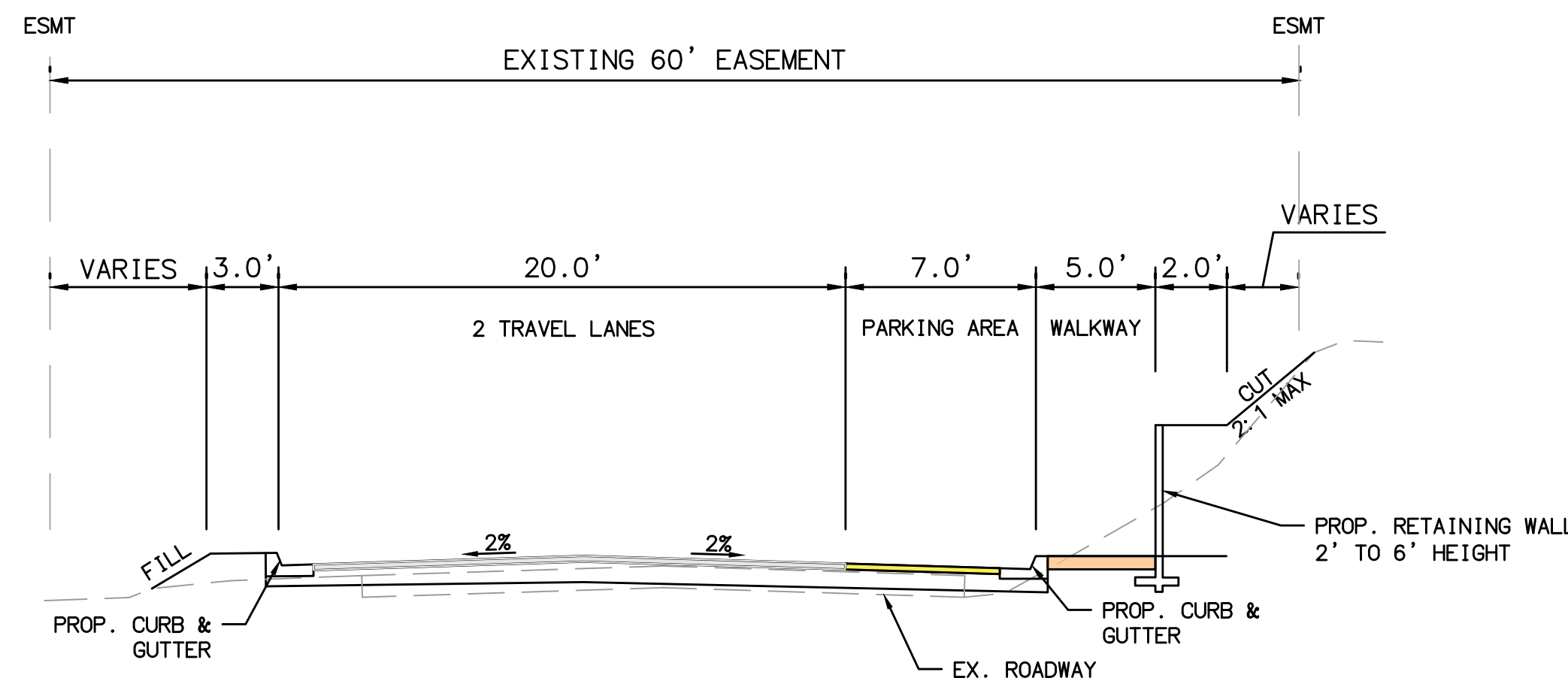
San Dieguito Drive is listed as a Tier 2 City Council priority for Fiscal Years 2023-2024 and 2024-2025.

ATTACHMENTS:

Attachment A – San Dieguito Drive Phase 1 Roadway Assessment
Attachment B – Phase 2 Road Improvement - Task Order with MBI
Exhibit A to Attachment B – MBI Proposal for Phase 2 San Dieguito Drive Improvements
Attachment C – San Dieguito Drive Existing Conditions Map and Photos
Attachment D – County of San Diego Typical Roadway Section
Attachment E – City Council Policy 114 - Complete Streets Policy
Attachment F – Phase 1 Engineering Assessment – Resident Q&A

EXHIBIT 1A

TYPICAL SECTION WITH WEST ON-STREET PARKING



TYPICAL SECTION WITH PARKING TURNOUT
N.T.S

LEGEND

- WALKWAY
- PAVEMENT
- PARKING AREA = 440 LF (APPROX. 19 SPACES)
- EASEMENT LINE
- RETAINING WALLS = 595 LF

- (A) AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES.
- (B) 60' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES.

SCALE 1"=40'

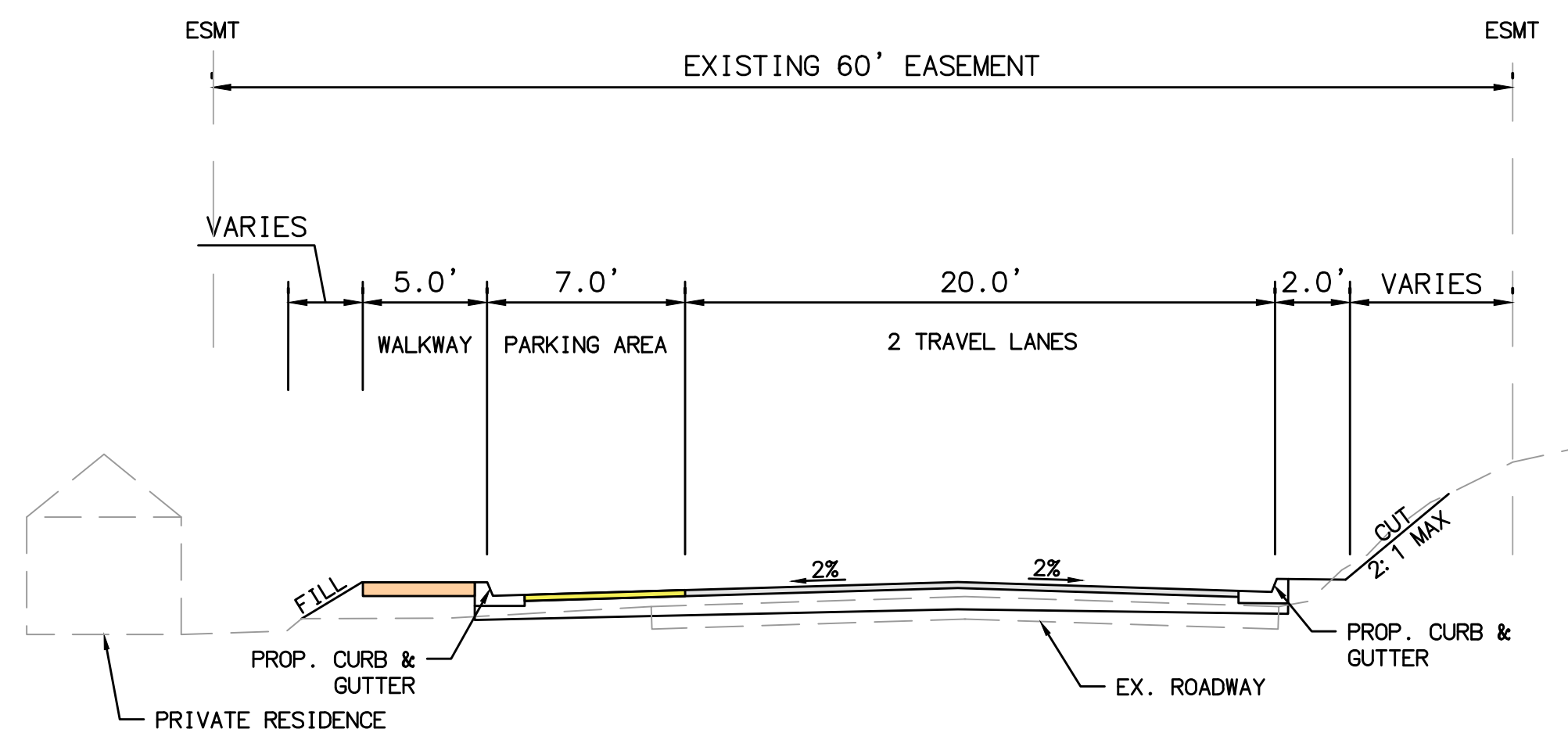
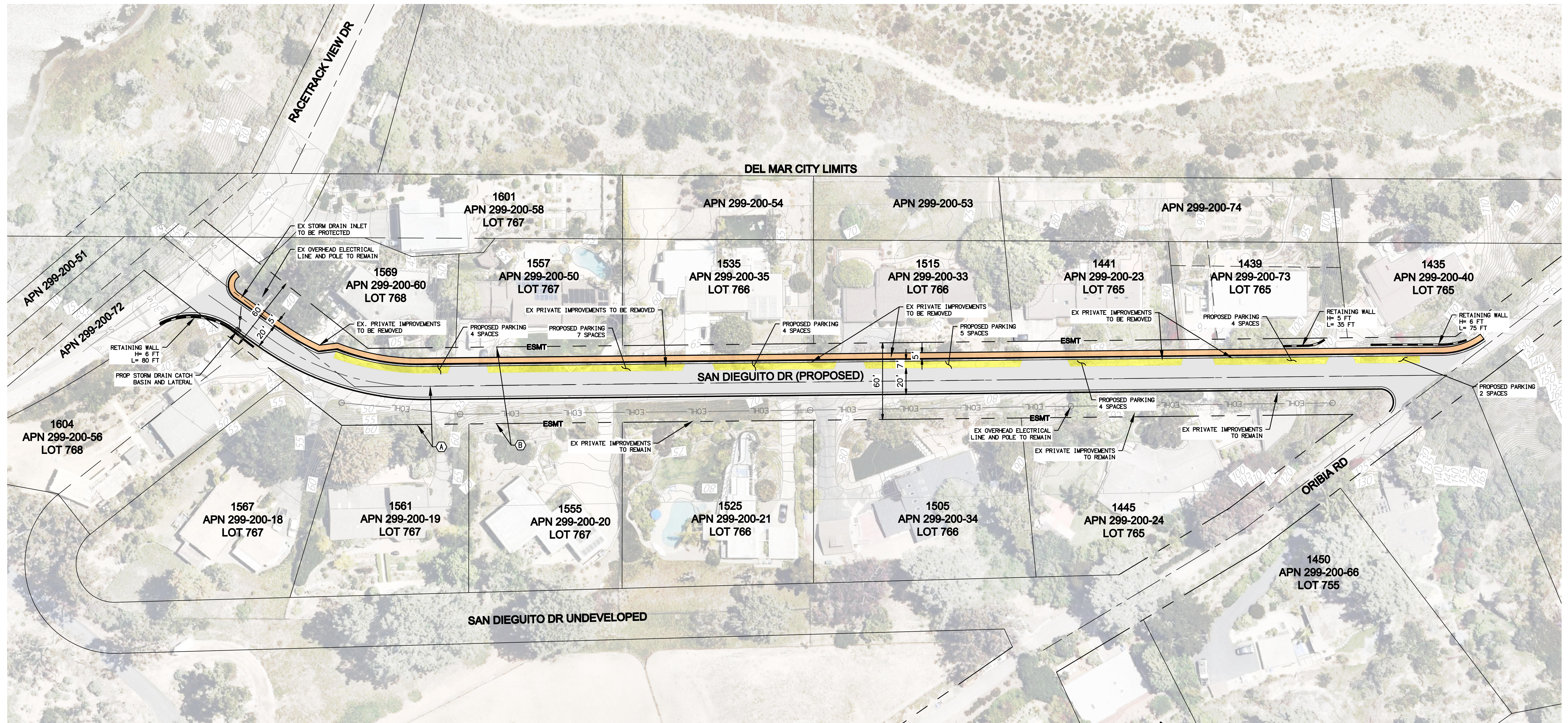


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PRIVATE SAN DIEGUITO DR
IMPROVEMENT PROJECT
IMPROVEMENT OPTION 1A
08/07/2023

EXHIBIT 1B

TYPICAL SECTION WITH EAST ON-STREET PARKING

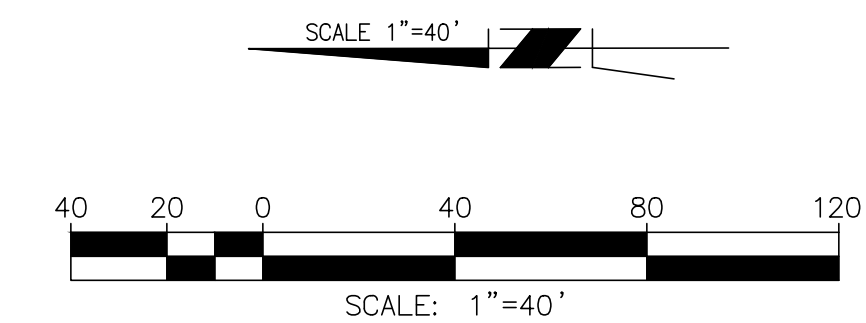


TYPICAL SECTION WITH PARKING TURNOUT
N.T.S

LEGEND

- WALKWAY
- PAVEMENT
- PARKING AREA = 680 LF (APPROX. 30 SPACES)
- EASEMENT LINE
- RETAINING WALLS = 190 LF

- (A) AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES.
- (B) 60' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES.

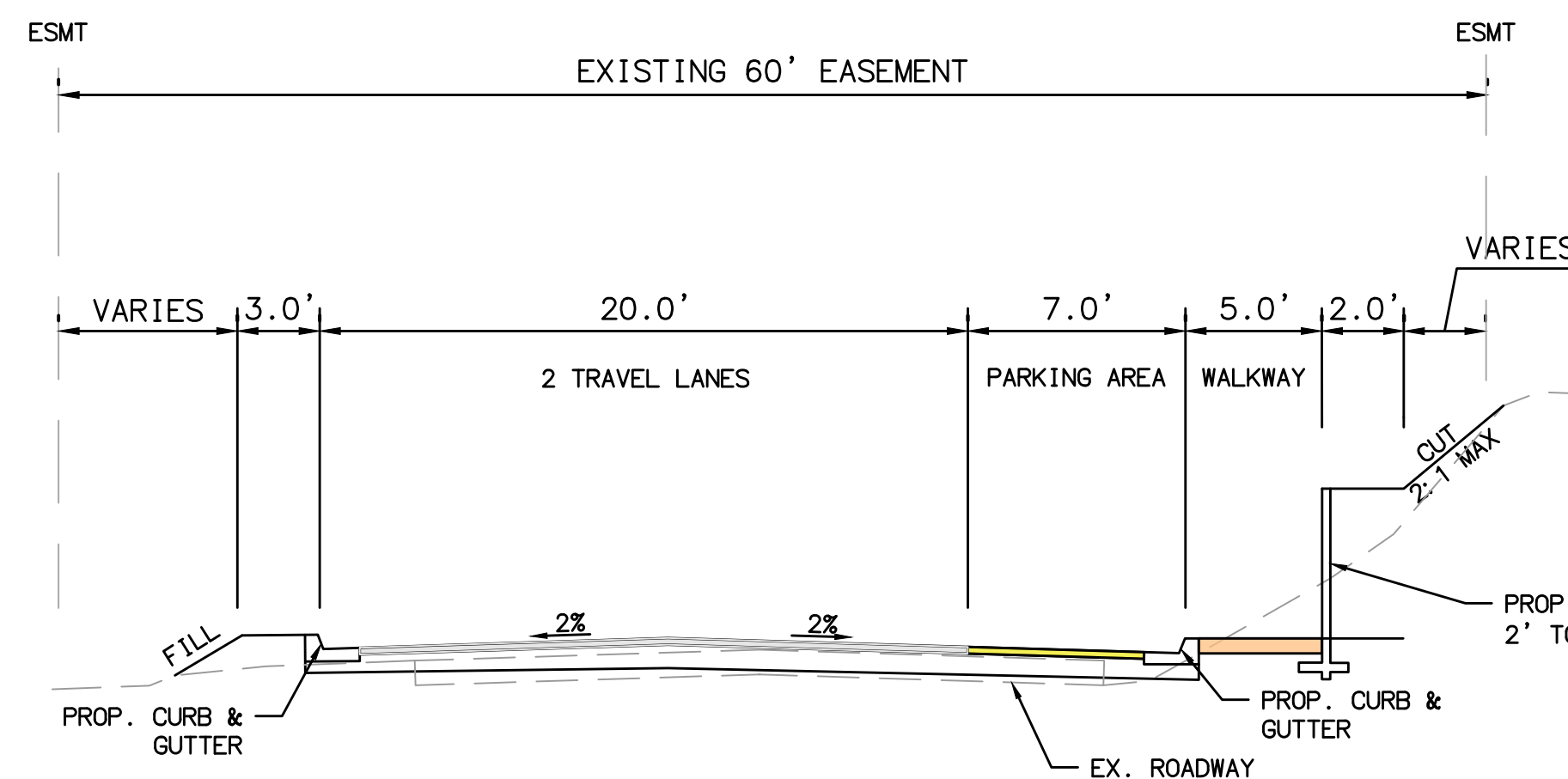


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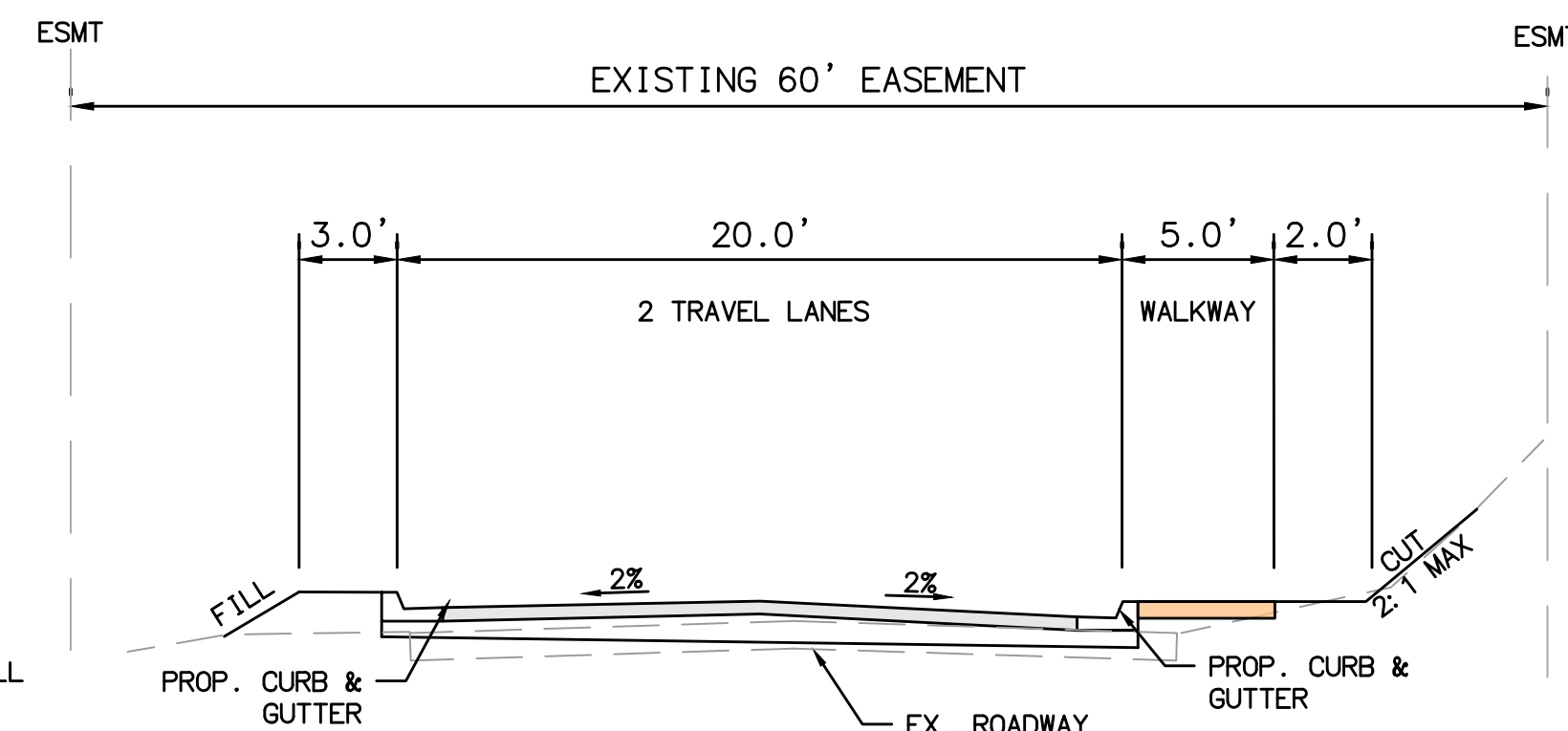
**PRIVATE SAN DIEGUITO DR
IMPROVEMENT PROJECT
IMPROVEMENT OPTION 1B**
08/07/2023

EXHIBIT 2

TYPICAL SECTION WITH WEST PARKING TURNOUTS



TYPICAL SECTION WITH PARKING TURNOUT
N.T.S



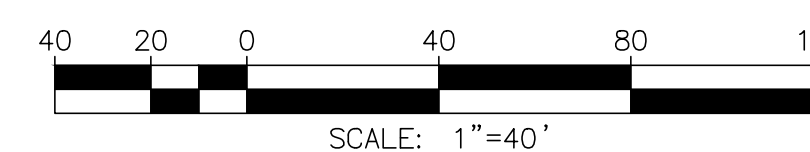
TYPICAL SECTION FOR ROADWAY
N.T.S

LEGEND

- WALKWAY
- PAVEMENT
- PARKING AREA = 310 LF (APPROX. 13 SPACES)
- EASEMENT LINE
- RETAINING WALLS = 420 LF

- (A) AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES.
- (B) 60' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES.

SCALE 1"=40'



SCALE: 1"=40'

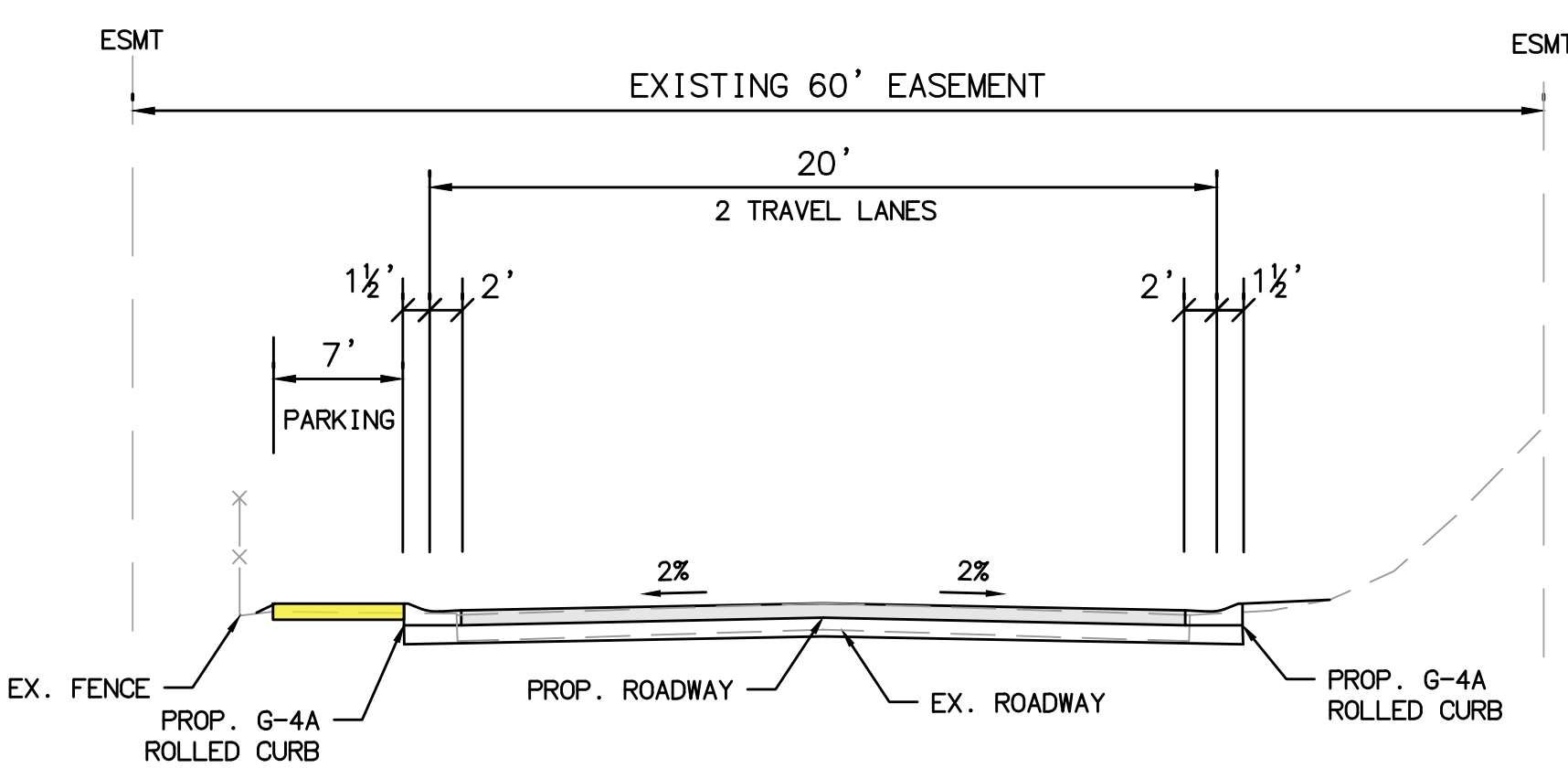
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**PRIVATE SAN DIEGUITO DR
IMPROVEMENT PROJECT
IMPROVEMENT OPTION 2**

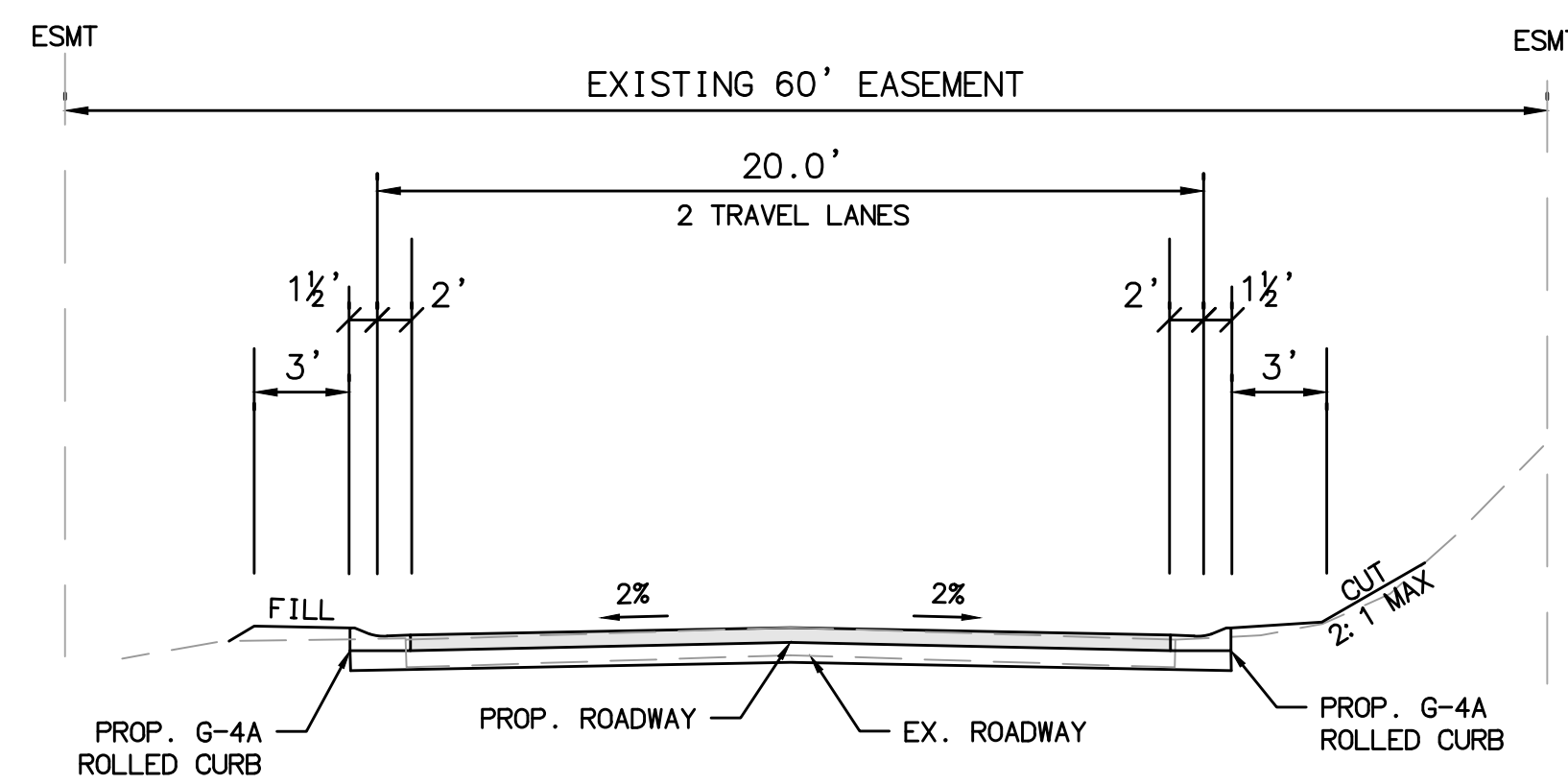
08/07/2023

EXHIBIT 3

MINIMAL SECTION WITH ROLLED CURB



TYPICAL SECTION WITH PARKING
N.T.S



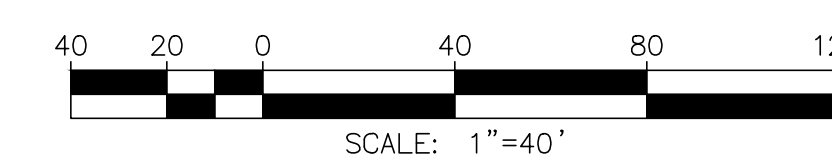
TYPICAL SECTION FOR ROADWAY
N.T.S

LEGEND

- PAVEMENT
- OFF-STREET GRVEL PARKING AREA = 80 LF (APPROX. 4 SPACES)
- EASEMENT LINE
- RETAINING WALLS = 75 LF

- (A) AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES.
- (B) 60' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES.

SCALE 1"=40'



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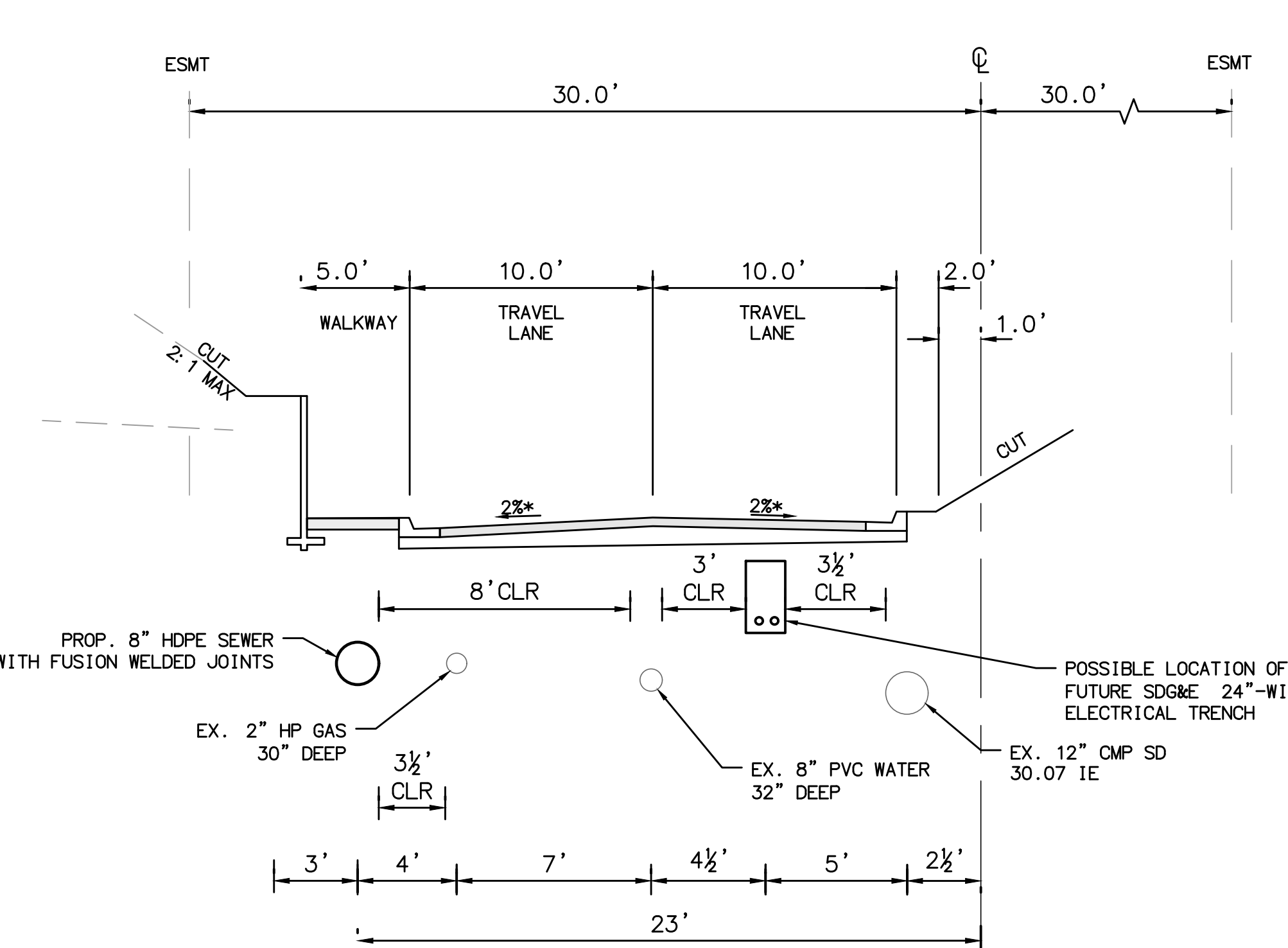
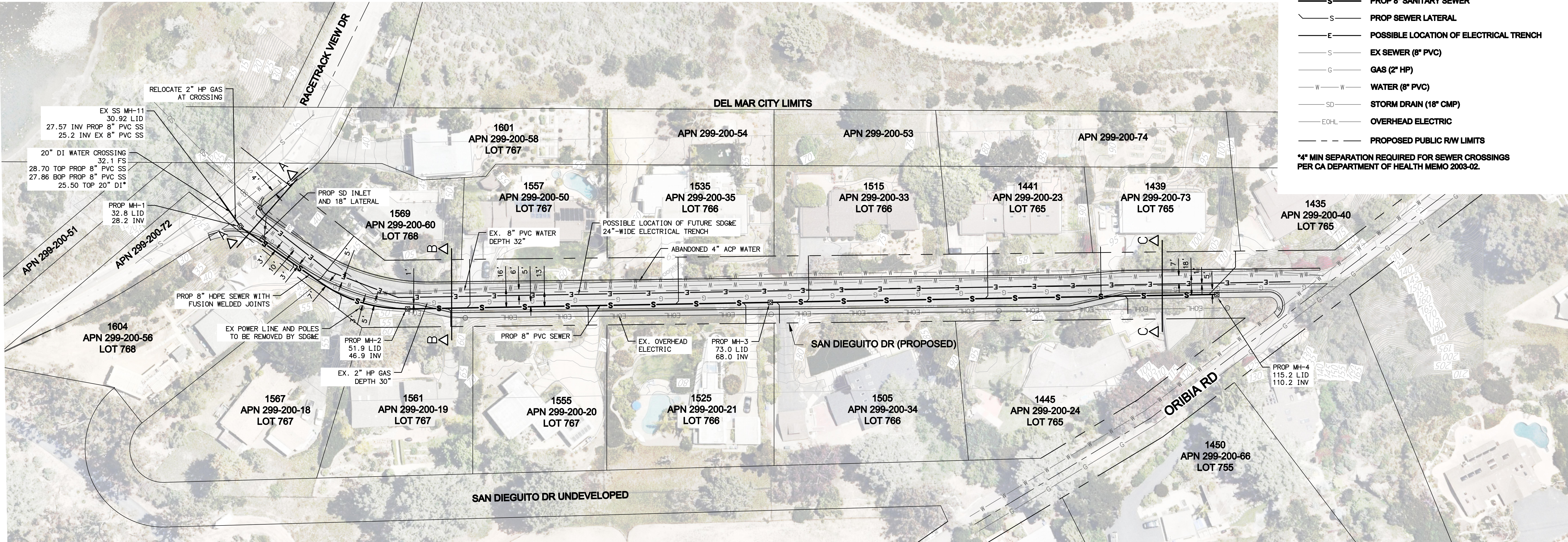
PRIVATE SAN DIEGUITO DR IMPROVEMENT PROJECT
IMPROVEMENT OPTION 3
08/07/2023

SEWER FEASIBILITY ASSESSMENT A

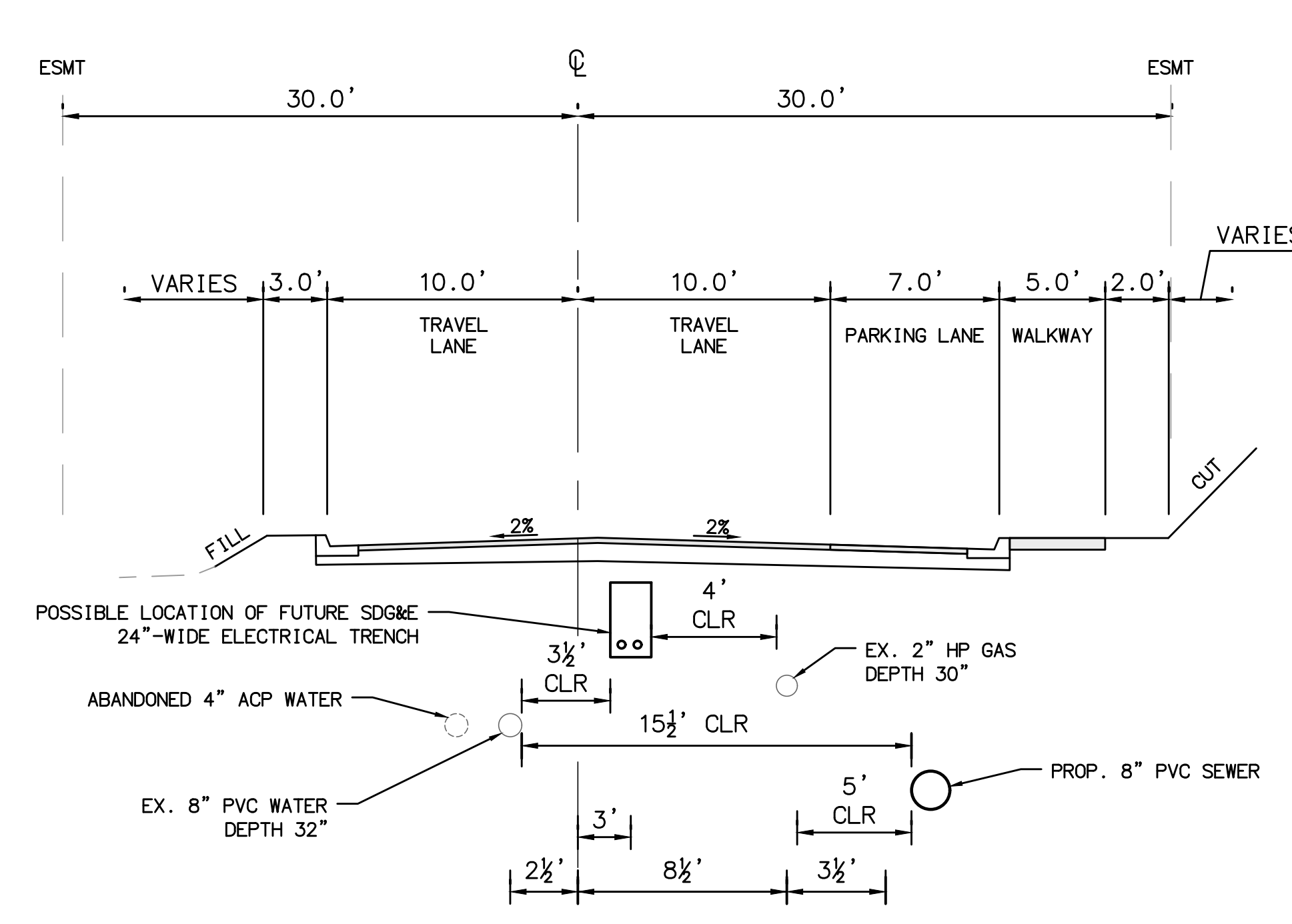
FOR ROADWAY SECTION WITH WEST ON-STREET PARKING

LEGEND	
	EX UTILITY POLE
	PROP MAINTENANCE HOLE
	PROP 8" SANITARY SEWER
	PROP SEWER LATERAL
	POSSIBLE LOCATION OF ELECTRICAL TRENCH
	EX SEWER (8" PVC)
	GAS (2" HP)
	WATER (8" PVC)
	STORM DRAIN (18" CMP)
	OVERHEAD ELECTRIC
	PROPOSED PUBLIC R/W LIMITS

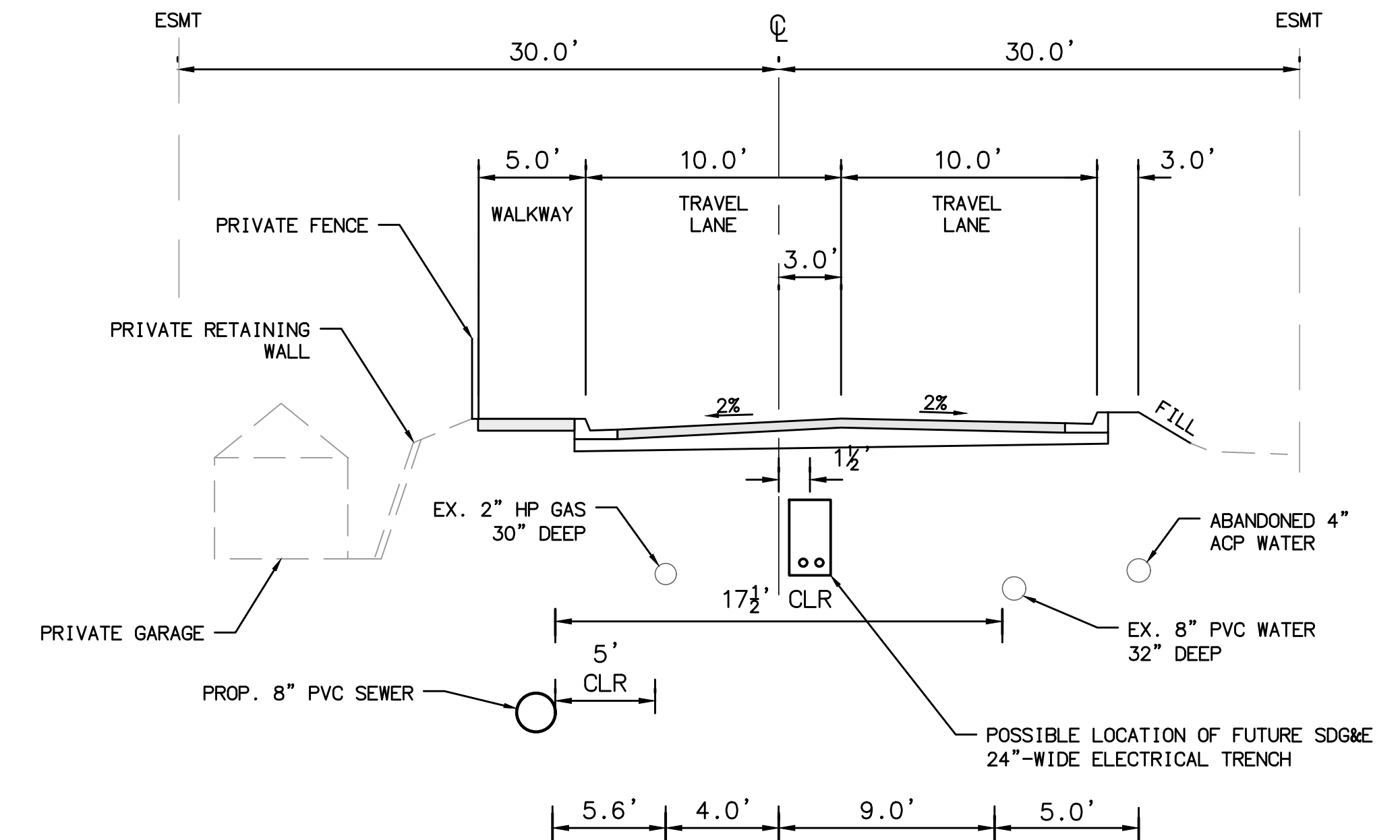
*4" MIN SEPARATION REQUIRED FOR SEWER CROSSINGS PER CA DEPARTMENT OF HEALTH MEMO 2003-02.



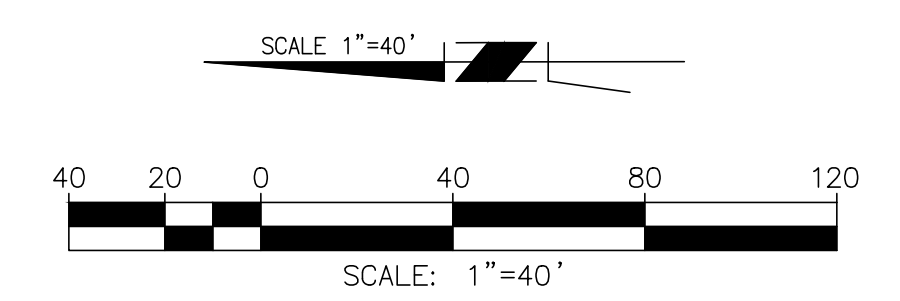
SECTION A - A
NTS



SECTION B - B
NTS



SECTION C - C
NTS



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PRIVATE SAN DIEGUITO DR IMPROVEMENT PROJECT
SEWER FEASIBILITY ASSESSMENT A
08/16/2023

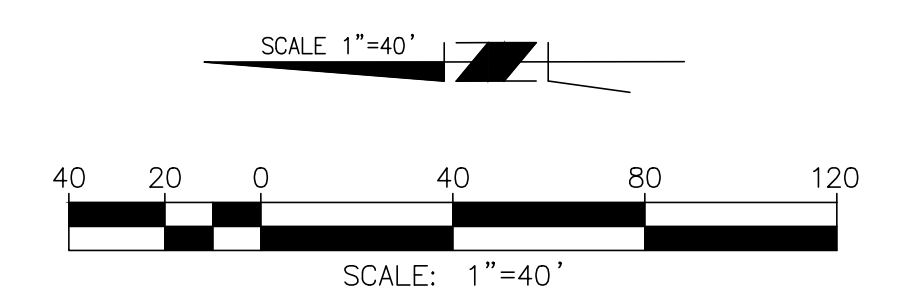
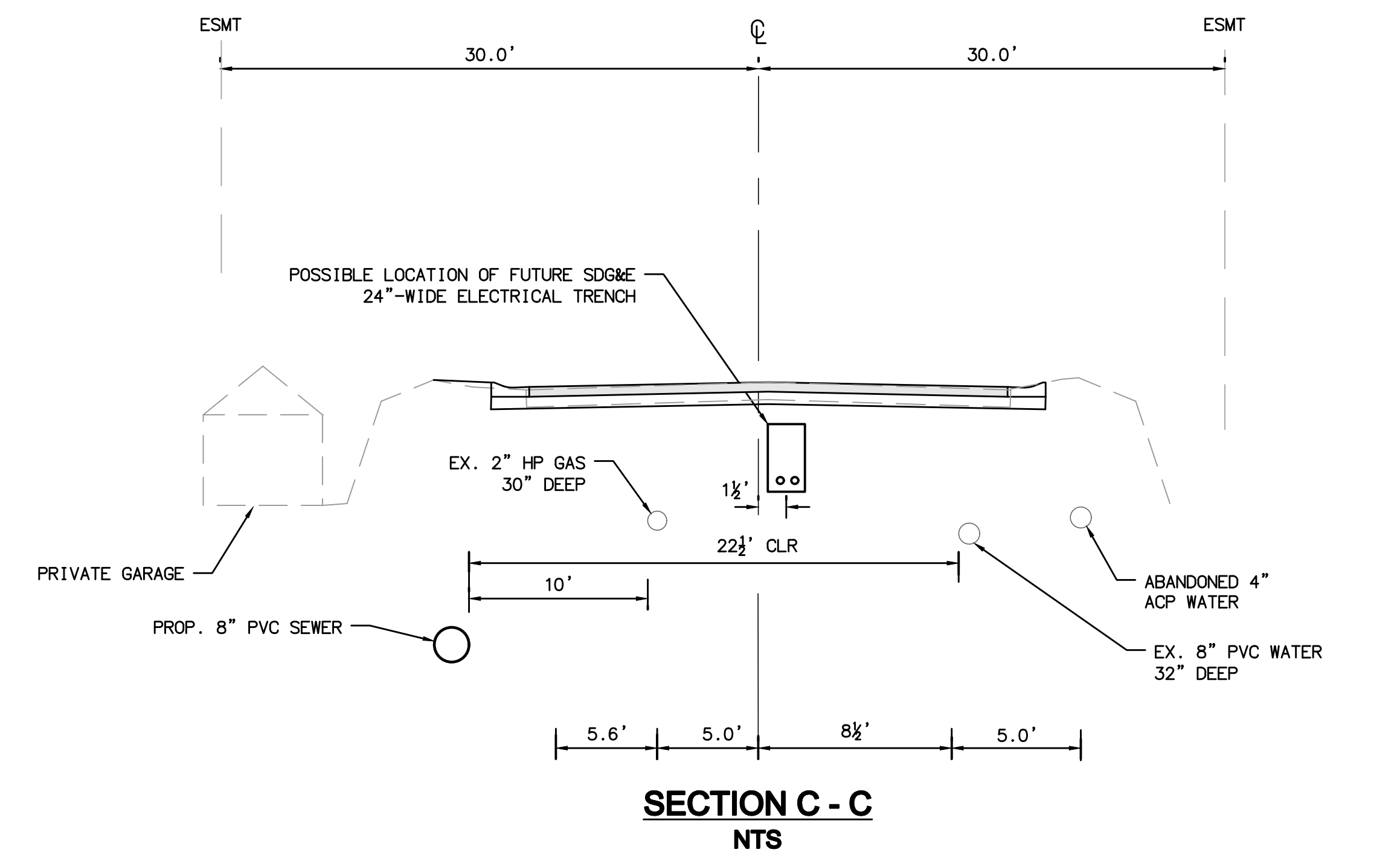
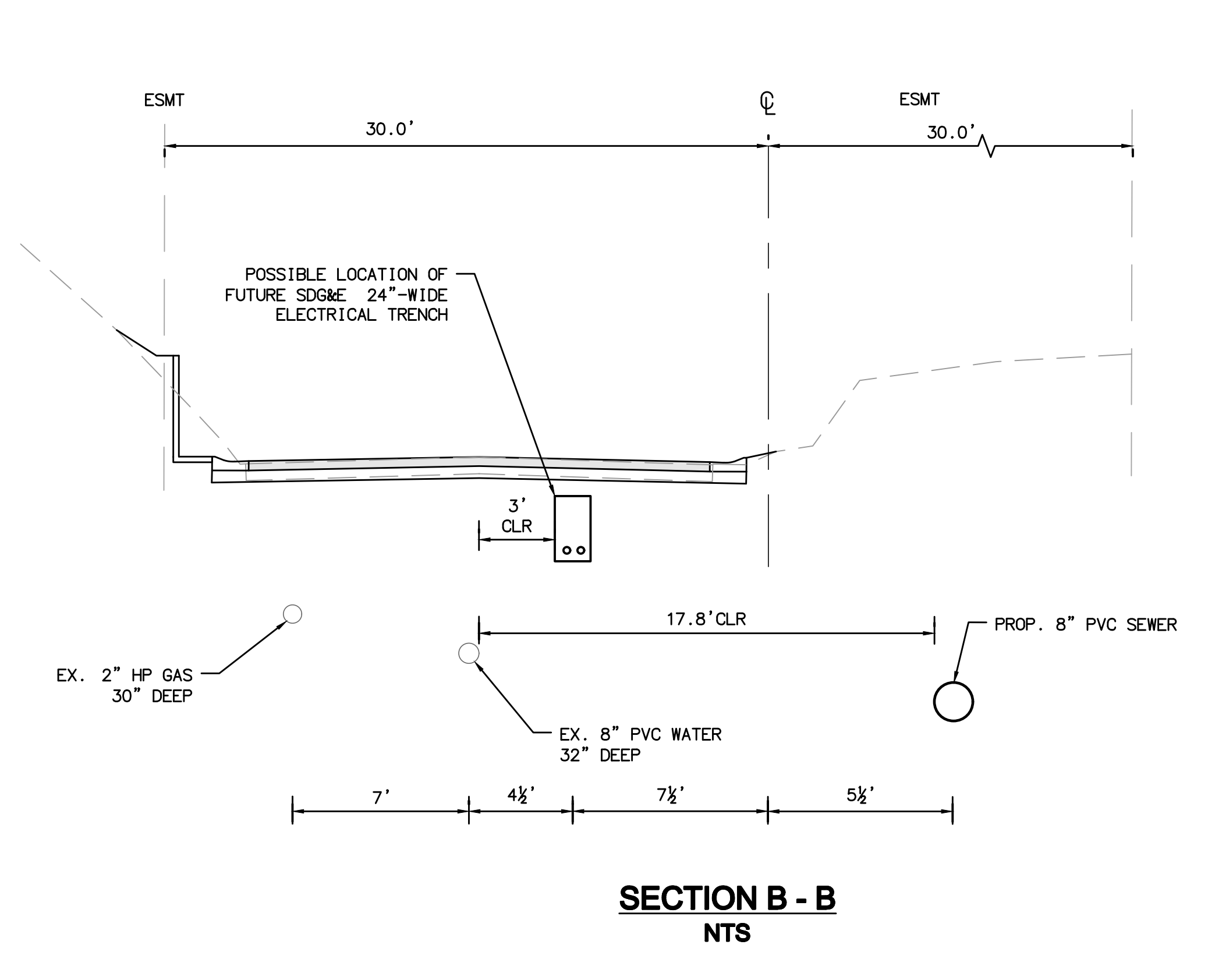
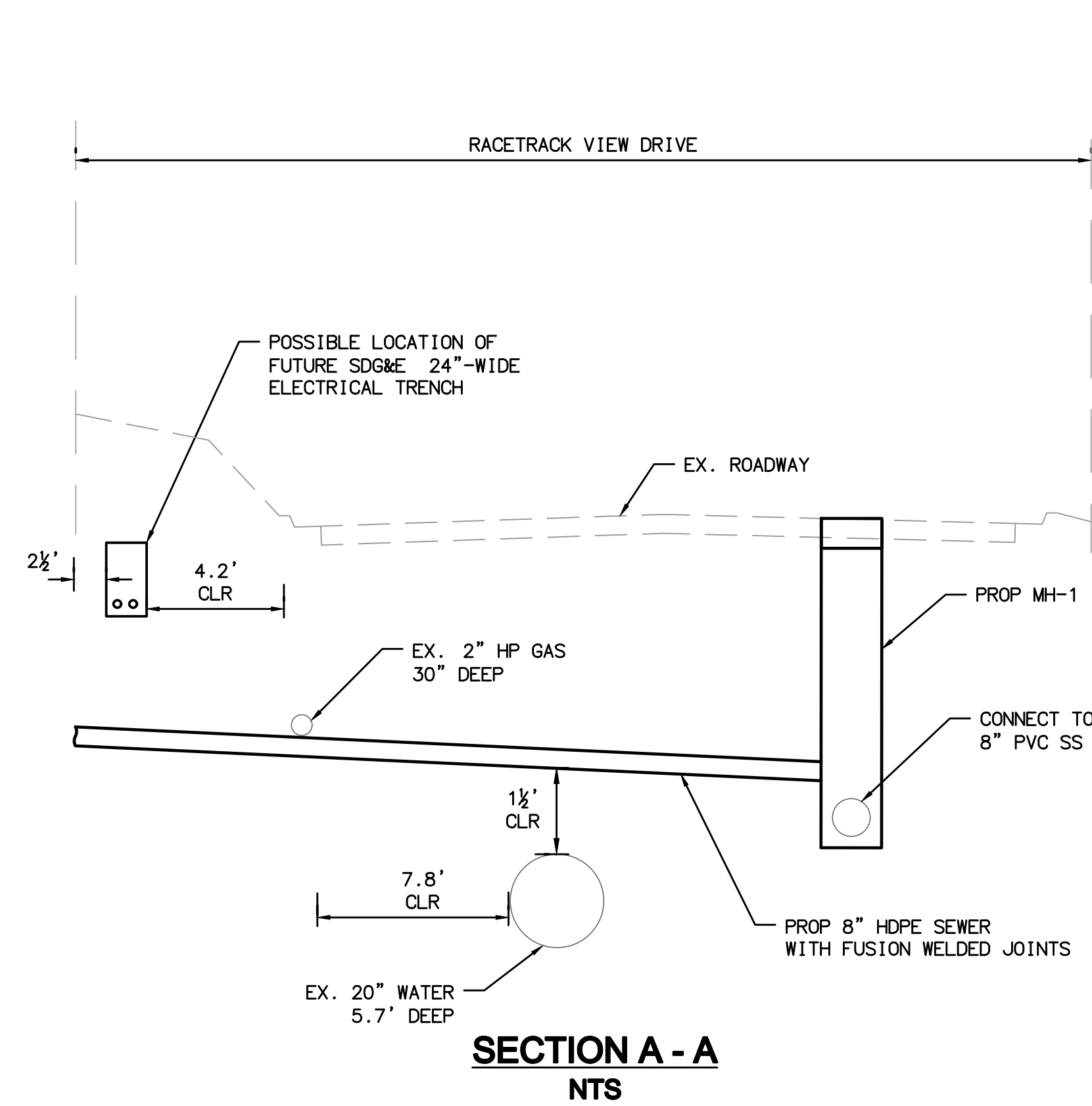
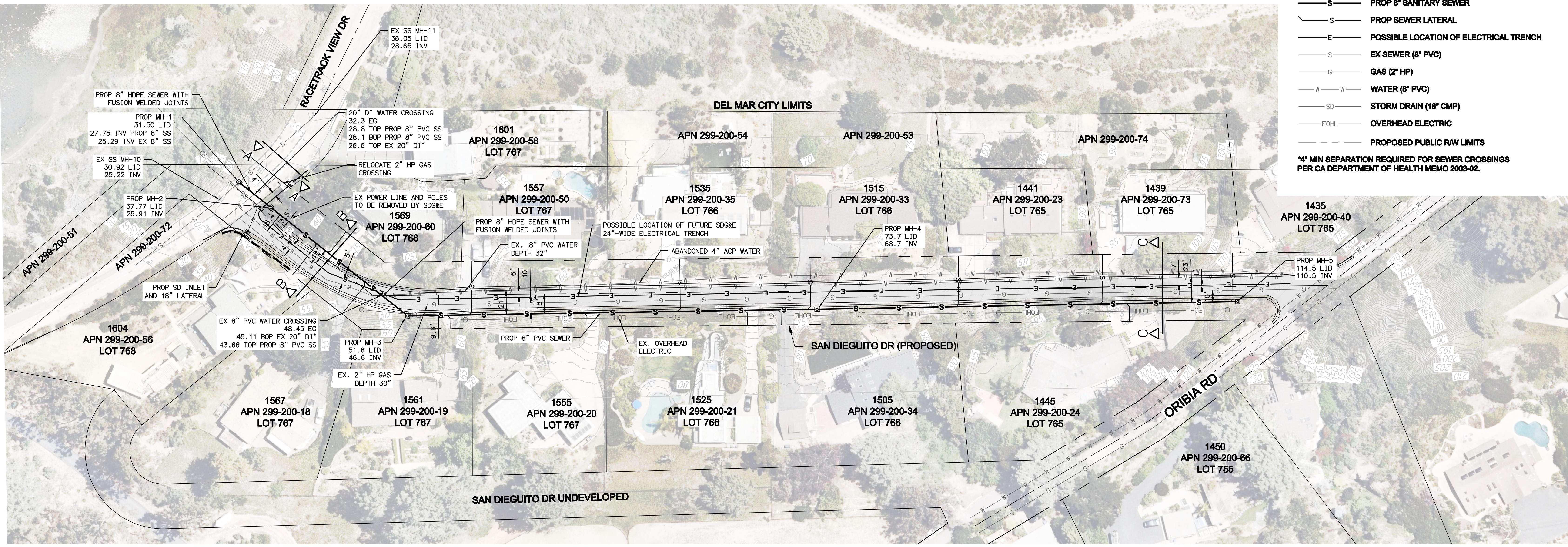
SEWER FEASIBILITY ASSESSMENT B

FOR MINIMAL ROADWAY SECTION WITH ROLLED CURB

LEGEND

- EX UTILITY POLE
- ⊗ PROP MAINTENANCE HOLE
- S— PROP 8" SANITARY SEWER
- S— PROP SEWER LATERAL
- E— POSSIBLE LOCATION OF ELECTRICAL TRENCH
- S— EX SEWER (8" PVC)
- G— GAS (2" HP)
- W— WATER (8" PVC)
- SD— STORM DRAIN (18" CMP)
- EOHL— OVERHEAD ELECTRIC
- PROPOSED PUBLIC R/W LIMITS

*4" MIN SEPARATION REQUIRED FOR SEWER CROSSINGS PER CA DEPARTMENT OF HEALTH MEMO 2003-02.



Michael Baker INTERNATIONAL
 5050 Avenida Encinas, Carlsbad, CA 92008
 Phone: (442) 287-5725 - MIBAKERINTL.COM

PRIVATE SAN DIEGUITO DR IMPROVEMENT PROJECT
SEWER FEASIBILITY ASSESSMENT B
 08/16/2023



We Make a Difference

August 30, 2023

Joe Bride
Public Works Director / City Engineer
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

**Re: City of Del Mar As-Needed Professional Services Agreement
Proposal for San Dieguito Drive Improvement Project**

Dear Joe:

The Michael Baker International team is pleased to have completed the Preliminary Assessment Phase of the above-mentioned project. Pursuant to your request, Michael Baker has provided you with an updated scope of services and cost estimate for Phase 2. Below is a summary breakdown of the tasks we would undertake to prepare the Improvement Plans to improve the private portion of San Dieguito Road for acceptance into the City’s publicly maintained road system. A detailed scope of services and cost estimate is attached.

Phase 2 Road Improvement Design, Construction Documents and Easement Acquisition Documents _____ **\$155,400**
Geotechnical Assessment, Drainage Study and Report, Construction Documents, Record of Survey Map, Easement Acquisition Legal Descriptions and Plats, Project Management and Meetings

Our staff is ready to commence the City Engineering and Land Surveying Services upon your approval of our scope of services. If you have any questions about this scope of services and cost estimate, please feel free to contact me at 760-603-6243.

Sincerely,

Tim Thiele, PE
Contract Manager

City of Del Mar As-Needed Professional Services Agreement Proposal for San Dieguito Drive Improvement Project

Project Understanding

The section of San Dieguito Drive from Oribia Road north to the outlet of Crest Canyon, where San Dieguito Drive turns to bear northwest along the edge of the lagoon, is not a publicly maintained road. The stretch of road is within the City limits near the City's eastern boundary. Michael Baker International (MBI) understands that the City of Del Mar desires a proposal to this section of San Dieguito Road for acceptance into the City's publicly maintained road system. This involves preparation of Roadway Improvement Drawings, review by City staff, physical improvements to the roadway, and City Council Acceptance Action.

This portion of San Dieguito Road is approximately 1,000 feet in length, slopes from north to south with an approximate elevation drop of 90 feet to the south, with existing underground watermain and gas line utilities beneath the road. Stormwater drainage facilities are not known to exist along the road, except a drainage inlet into an 18-inch diameter CMP culvert at the intersection of the private and public portions of San Dieguito Drive. The road is within an existing assumed 60-foot wide private road easement, and the road surface is assumed to have a variable width that is assumed to average about 18 feet. The road surface exhibits deterioration and cracking, especially down the center of the road. It is understood that it is expected that undergrounding of the overhead electrical utilities along the road would occur prior to any physical road improvement construction.

During the Preliminary Assessment phase, the residents and City staff decided on a minimal roadway section shown in attachment A. The roadway section includes roadway pavement reconstruction, rolled curbs, catch basin and retaining wall at Racetrack View Drive.

Scope of Services

Phase 2: Road Improvement Design, Construction Documents, and Easement Acquisition Documents

The purpose of the Phase 2 work will be to prepare the necessary designs, plans, and documents for the construction of physical improvements to the private section of San Dieguito Road. This task would include 1) preparation of Roadway Improvement Drawings and Contract Documents for the improvement of the existing private road for acceptance by the City as a publicly-maintained road conforming to the *Public Road Standards* and *Design Standards* and 2) the necessary documents to enable the City to acquire necessary easements. The Phase 2 scope of work presented assumes only minor changes to the existing road horizontal and vertical profiles and alignments are required. If Phase 1 work concludes that more than minor changes are required in order to improve the road to a condition suitable for acceptance by the City as a publicly-maintained road, the scope of the Phase 2 work proposed would need to be re-evaluated.

This scope has been prepared in response to the City's request presented at our meeting on Thursday, August 17. In accordance with this request, MBI will provide City Engineering and Land

Surveying Services in accordance with the existing As-Needed Professional Services Agreement.

The following scope has been developed based on our knowledge of the area, our understanding of the City's needs, and on our experience with similar projects. The scope is broken down into a total of eight (8) Tasks:

Task 1: Utility Mark-Outs and Potholing

Exhibits will be prepared to determine potholing locations needed for utilities conflicting with proposed road improvements. Contractor team will then coordinate and perform potholing to locate utilities conflicting with the proposed storm drain lateral alignments and provide the updated elevation and invert information to the City to update the storm drain drawings as appropriate.

The scope assumes three (3) pothole locations. This task should be based on prior approval from the City Engineer. Subconsultant will provide traffic control and obtain encroachment and traffic permits prior to the work. Pavement resurfacing will be in accordance with San Diego County Design Standard drawing DS-22 or San Diego Regional Standard Drawing G-24A.

Deliverables

Proposed Utility Mark Out Exhibit to determine potholing priorities. Potholing and report for up to three (3) pothole locations. PDF file formats.

Task 2: Geotechnical Assessment

MBI will provide a geotechnical investigation and Geotechnical Report in support of MBI design services. The assessment will include an evaluation of the geotechnical issues affecting the proposed development. The geotechnical investigation will include exploratory borings to maximum depths of 30 feet below existing grade to assess the general site ground conditions as well as obtaining cores of the existing pavement sections and drilling shallow borings along the road alignment to evaluate the existing road subgrade conditions. The results of the exploratory borings, coring/drilling, and laboratory tests conducted on soil samples obtained from the investigations together with geotechnical analyses will inform the geotechnical site assessments, which will be presented in a geotechnical report.

Deliverables

Geotechnical Engineering Report (PDF format). See attached sub-consultant proposal for specific scope to be undertaken for this task.

Task 3: Drainage Study and Drainage Report

MBI will undertake a roadway drainage study to support the project. The study shall develop pre- and post-project 100-year, 6-hour storm hydrology for on-site runoff and any required peak flow attenuation due to newly proposed impervious areas. Off-site run-on will be evaluated for existing drainage patterns and addressed per requirements in the City's drainage ordinance.

Hydrology will be developed using appropriate methods, as dictated by the County of San Diego Hydrology Manual. Since the project area is under 1 square mile, hydrology calculations will be performed using the Rational Method/Modified Rational Method per County of San Diego Hydrology Manual standards. Hydraulic calculations will be performed to establish preliminary sizing and location for proposed drainage improvements such as rolled berms or dikes, storm drainpipes, culverts, inlets, gutters, and riprap based on City construction and design standards. The findings, conclusions and recommendations resulting from the study will be incorporated into a draft Drainage Report issued to the City.

Comments provided by the City on the draft Drainage Report will be used to revise the report until

approval is obtained. One meeting between MBI and the City is assumed to discuss the response to comments and future report updates. A total of one iteration of response/comments is assumed to address any necessary changes to the drainage design.

Deliverables

Drainage Report (PDF Format)

Task 4: Storm Water Quality Management Plan (SWQMP)

A site-specific Storm Water Quality Management Plan (SWQMP) to be submitted to the City for preliminary review. The report shall address applicable water quality treatment requirements for the project site, as outlined in the current regional Municipal Separate Storm Sewer System (MS4) Permit (Order No. R9-2013-0001, as amended by Order No. R9-2015-0001 and R9-2015-0100). Depending on the size and nature of the proposed improvements, the level of effort for stormwater treatment varies.

It is assumed that the project will require a Priority Development Project (PDP) SWQMP without a Hydromodification Management Plan, as it is assumed the project will be exempt due to meeting the EPA Green Streets requirements. Therefore, the SWQMP shall be prepared using the City's Priority Development Project (PDP) template. PDPs are required to treat for pollutants, peak flow mitigation, and hydromodification for non-exempt areas. The PDP SWQMP will be prepared and submitted to the City for review and comment. One meeting between the MBI and the City is assumed to discuss the comments and future report updates. A total of one iteration of response/comments is assumed to address any necessary changes to the storm water treatment plan.

Deliverables

A preliminary SWQMP (PDF Format) submitted to the City for review together with the 60% Construction Documents, and a signed and stamped SWQMP (PDF Format) submitted with the 100% Construction Documents (see Task 11).

Task 5: 75%, and 100% Construction Documents

MBI will prepare 75% and 100% Construction Documents. These plans, details, cost estimates and specifications will be prepared in compliance with City standards. The Construction Documents will be submitted to the City for review at 75% and 100% design completion. The 100% Construction Documents will be stamped by a professional civil engineer registered in the State of California. Plan view sheets will be prepared at 1" =20' scale together with associated construction plan and detail sheets in AutoCAD format using the City's title block. Following each submittal, comments provided by the City will be incorporated into the next construction document submittal.

Based on discussions with the City, it is assumed that no sidewalks or roadside paths, no curb and gutter, and no drainage improvements (other than rolled AC berms and roadside swales) will be included in the design. Minor standard drawing retaining walls of no more than three feet in height and totaling no more than 50 feet in cumulative length have been assumed in the design. It is assumed that the road improvements will meet EPA Green Streets standards, such that the improvements will be exempt from hydromodification requirements.

It is assumed that the roadway will be reconstructed utilizing full depth reclamation or complete rebuild methods.

MBI will prepare a maximum of (12) plan sheets, including the following:

TITLE SHEET

A Title Sheet showing the project name, vicinity map, location map, project address, project directory, sheet index, and pertinent standards for the Contractor to follow.

TYPICAL CROSS SECTIONS

A plan showing the existing and proposed typical road cross sections.

DEMOLITION PLAN

A plan showing the existing site features to be removed and those to be protected in place.

LAYOUT

Layout plan sheets for the project showing the new asphalt roadway, retaining wall, alignments, pavements, drainage improvements, and driveways.

PROFILE

Profile sheets showing the existing and proposed road profile together with offsets to selected pavement surface features.

GRADING PLAN / DETAILS AND CROSS-SECTIONS

A precise grading plan sheet for the project. The plan will include new asphalt roadway, retaining wall(s), spot elevations, proposed contours, and slopes.

CONSTRUCTION DETAILS

Sheet(s) showing construction details associated with the road improvements.

RETAINING WALL PLAN AND DETAILS

A retaining wall plan showing wall alignment(s), elevations view, typical cross section, and details for the support of the roadway improvements. A County of San Diego Design Standards or San Diego Regional Standard Drawings typical retaining wall will be utilized for the proposed site improvements and incorporated into the retaining wall plan and details.

STORM DRAIN

A Storm Drain plan and profile sheet, and a sheet showing construction details associated with the storm drain improvements.

DRIVEWAY DETAILS

A driveway detail plan sheet showing the construction details and elevations associated with reconstruction of private driveways.

EROSION AND SEDIMENT CONTROL PLAN

An erosion and sediment control plan showing BMPs to be installed for the control of stormwater erosion at the site.

TRAFFIC HANDLING PLAN

A plan showing the assumed order of construction and traffic control features assumed for construction of the road improvements.

CONSTRUCTION AREA SIGNS AND DETOUR PLAN

A plan showing the placement of construction area signs and traffic detours required during construction of the road improvements.

MBI will also prepare technical specifications and a construction cost estimate:

TECHNICAL SPECIFICATIONS

Specification Special Provisions portions of the construction specifications suitable for bidding and awarding of the Contract for the improvements designed by MBI. The specifications will be prepared in the 2021 “Greenbook” Standard Specifications for Public Works Construction format. The City will prepare Part 1 of the “Greenbook” and the bid documents. MBI will submit the specifications in Microsoft Word format.

CONSTRUCTION COST ESTIMATE

An Opinion of Probable Construction Costs based on the Construction Documents. The construction cost estimate will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. Unit costs will be based on the most current cost information from recent, similar projects compiled by MBI using California Prevailing Wage.

Deliverables

The deliverables for this task will be:

- *60%, 90% and 100% Design Plans, with the 90% and 100% submittals including a comments matrix presenting MBI’s responses to City comments received on the prior submittal.*
- *Opinion of Probable Construction Costs and Technical Specifications submitted with the 90% and 100% Design Plans, with responses included in the comments matrix. Following each submittal, comments provided by the County will be incorporated into the next Construction Document submittal. A response to comments will be provided with every submittal in electronic format.*
- *Stamped Structural Calculations with the 100% Design Plans*

60% and 90% Design Plans will be in PDF Format. 100% Design Plans will be signed and stamped submitted in PDF Format. Technical Specifications will be in Microsoft Word format, and Opinion of Probable Construction Costs will be in Microsoft Excel format. All other submittals will be either in Microsoft Word, Microsoft Excel or PDF format. Plans will be formatted in D sheets.

Task 6: Record of Survey Map

MBI will prepare a Record of Survey map in accordance with CA BPC 8762 to be filed and recorded with the Recorder.

Deliverables

Recorded Record of Survey map (formatted in D sheets, PDF Format).

Task 7: Easement Acquisition Legal Descriptions and Plats

MBI will prepare legal descriptions and associated plats for up to 16 parcels for the support of City easement acquisition of the private section of San Dieguito Drive. Title report review and plotting is included. The scope assumes that negotiation and easements acquisition, including recording of documents will be undertaken by the City.

Deliverables

Legal descriptions and associated plats, signed and stamped by a professional land surveyor (PDF format) for up to 16 parcels.

Task 8: Project Management & Meetings

MBI will provide general project management and project correspondence for the project with monthly progress reports during project design phases or active months thereafter, including a description of work complete, a description of work remaining, and a summary of expenditures to date. Also included are typical project correspondence and communications for an assumed six months.

MBI shall meet with and coordinate items related to the scope of work with the City Public Works Department and design team members through concept and design phase of project. This item shall include preparing meeting agendas, organizing the meetings, and preparing meeting minutes as appropriate. A total of up to two (2) meetings are assumed in this scope.

Deliverables

The deliverable for this task will be monthly progress reports, meeting agendas, and meeting minutes in print and electronic formats for approximately six months.

Assumptions Used in Scope Development

- Permitting services and permitting support consultation is not included, including, but not limited to, discretionary permitting, CEQA, and studies in relation to environmental assessments or CEQA.
- No meetings with individual property owners are included in this scope of work.
- Undergrounding of SDG&E utilities along the private section of San Dieguito Drive will occur prior to commencement of the services described herein.
- Water system design is not included in the scope of services described herein.
- Estimates and Specifications (except for as specifically discussed in this proposal) are not included in the scope.
- Payment of fees related to permit processing by the City is included in the cost estimate for any permits required to undertake any of the services described herein.
- The City will provide water line and sewer line design plans and as-built drawings. City will also provide historic as-built utility plans, topographic maps, and geotechnical reports (if available) pertaining to existing City-owned utilities or facilities that are located in the immediate vicinity of the project alignments. This information will be used to supplement the fieldwork as appropriate.
- Scope does not include sidewalk, ADA ramp, or ADA-compliant driveway design.
- MBI will be responsible for coordinating permission from the private property owner(s), if required, for geotechnical soil borings. MBI will coordinate and City will execute a County DEHS "Property Owner Responsibility Acknowledgment" form to accompany a water well permit application submission to the County to obtain a permit to conduct geotechnical exploratory borings. If private property owner(s) refuse to provide MBI permission to undertake any required geotechnical soil borings, or if coordination with any one private property owner takes in excess of two (2) hours, or if legal counsel/action is incurred, such services will be performed as additional services for an additional fee; MBI will only provide additional services upon authorization from the City via an approved Task Order Amendment.
- No other regulatory agency permits beyond the County's DEHS water well permit will be

required to perform the geotechnical soil borings.

- Testing for soluble heavy metal concentrations or other potential environmental contamination will not be conducted. If potential environmental contamination is encountered during soil disturbing activities, work will cease immediately, and MBI will contact the City for direction. Containment and/or disposal of any potential contaminated soils or groundwater is excluded from the scope of services.
- For cost estimating purposes, MBI has assumed that this project is subject to compliance with State of California prevailing wage requirements (e.g., potholing, sewer laterals utility investigation, geotechnical field activities).
- All Biological reporting and monitoring services are assumed to be completed by the City.
- All Paleo/ Cultural/ Archaeological reporting and monitoring services are assumed to be completed by the City.
- All CEQA/ Environmental Planning services are assumed to be completed by the City.
- The identification of Temporary Construction Easements (TCE) and acquisitions to be identified on the improvement plans will be provided by the City.
- The City will prepare the front-end documents for the specifications.
- City will take the lead on bidding the project for construction. Bidding support services are not included in the scope described herein.
- Structural Testing Services is excluded.
- MBI will provide public outreach meeting supplies as described in Task 3, but presentations delivered by MBI staff and outreach to the public by MBI staff are not included in the scope of services described herein.
- Acquisition of right-of-way and/or Temporary Construction Easements (TCE) as well as acquisition consultation services are not included

Fee Estimate

Michael Baker proposes to complete the work outlined in Scope of Services and invoice the City monthly on a percentage of completion basis in accordance with the following fee estimate:

<u>ITEM</u>	<u>WORK TASK</u>	<u>FEE</u>
Task 1	Utility Mark-out Potholing (if necessary).....	\$5,900.00
Task 2	Geotechnical Assessment (Incl. 10% Michael Baker Markup).....	\$30,000.00
Task 3	Drainage Study and Drainage Report	\$9,000.00
Task 4	Storm Water Quality Management Plan (SWQMP)	\$10,000.00
Task 5	Construction Documents.....	\$42,000.00
Task 6	Record of Survey Map	\$7,000.00
Task 7	Easement Acquisition Legal Descriptions and Plats	\$41,000.00
Task 8	Project Management and Meetings.....	\$8,000.00
	Misc. Expenses.....	\$2,500.00
	<u>ESTIMATE TOTAL</u>	<u>\$155,400.00</u>

Schedule

Michael Baker will provide project submittals in accordance with the following schedule:

- 100% Construction Documents – 130 business days after receipt of City's approval of revised Phase 2 scope of work and Notice to Proceed (assuming no more than 15 business days for City's review and provision of a review comments at each submittal stage).

Start of work will occur upon receipt of the items outlined below:

- A fully executed agreement between Michael Baker and the City for the work described herein.
- Access to the Site.
- A formal Notice to Proceed from the Client by email or other written method.

ARDEN HEIGHTS NO. 6

MAP 1592

MAP 14043

RACETRACK VIEW DR

SAN DIEGUITO DR (UNDEVELOPED)

DEL MAR CITY LIMITS

60' PRIVATE EASEMENT FOR RIGHT-OF-WAY ROAD AND UTILITY PURPOSES

SAN DIEGUITO DR (PRIVATE STREET)

ORIBIA RD

ROS 15559

ROS 16177

ROS 22167

ROS 16177

LOT 766

LOT 767

LOT 765

LOT 768

SECTION 14

SECTION 13

APN 299-200-18

APN 299-200-19

APN 299-200-20

APN 299-200-21

APN 299-200-34

APN 299-200-24

APN 299-200-37

APN 299-200-66

APN 299-200-56

APN 299-200-72

APN 299-200-60

APN 299-200-50

APN 299-200-35

APN 299-200-33

APN 299-200-23

APN 299-200-73

APN 299-200-40

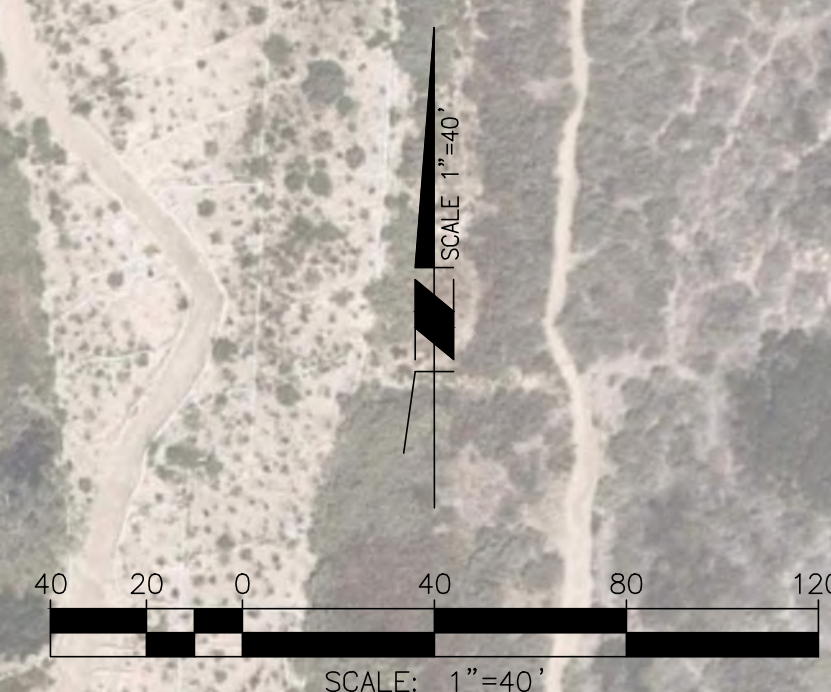
APN 299-200-58

APN 299-200-54

APN 299-200-54

APN 299-200-74

- A AN EASEMENT TO THE SAN DIEGO GAS AND ELECTRIC COMPANY FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES, RECORDED MAY 9, 1958 AS FILE NO. 74987 IN BOOK 7074, PAGE 5 OF OFFICIAL RECORDS
- B AN EASEMENT TO DEL MAR UTILITIES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES, RECORDED OCTOBER 16TH, 1958 AS FILE NO. 17168 IN BOOK 7034, PAGE 196 OF OFFICIAL RECORDS.
- C AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES, RECORDED DECEMBER 11, 1958 AS FILE NO. 207503 IN BOOK 7390, PAGE 508 OF OFFICIAL RECORDS.
- D AN EASEMENT TO WHITNEY ENTERPRISES FOR THE PURPOSE OF INGRESS AND EGRESS AND PUBLIC UTILITIES, RECORDED NOVEMBER 15, 1961 AS FILE NO. 196270 OF OFFICIAL RECORDS.
- E EASEMENTS FOR INGRESS AND EGRESS FOR ROAD, PIPELINE, AND PUBLIC UTILITY PURPOSES OVER EASEMENT PARCEL(S) 1B, HEREIN DESCRIBED AS GRANTED TO VARIOUS PARTIES OF RECORD
- F AN EASEMENT TO THE CITY OF DEL MAR FOR THE PURPOSE OF WATER PIPELINES, RECORDED JANUARY 3, 1966 AS FILE NO. 90 OF OFFICIAL RECORDS.
- G EASEMENTS FOR INGRESS AND EGRESS FOR ROAD, PIPELINE, AND PUBLIC UTILITY PURPOSES OVER EASEMENT PARCEL 1B, HEREIN DESCRIBED, AS GRANTED TO VARIOUS PARTIES OF RECORD.
- H 60' WIDE EASEMENT AND RIGHT-OF-WAY FOR ROAD AND UTILITY PURPOSES, TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF LOTS 765, 766, 767, 768 AND VACATED STREETS ADJOINING SAID LOTS 767 AND 768 IN ARDEN HEIGHTS NO. 6, IN THE CITY OF DEL MAR, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1592, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY
- I ACCESS EASEMENT AS SHOWN IN DOC. 2009-006827 AND OTHER DOCUMENTS.



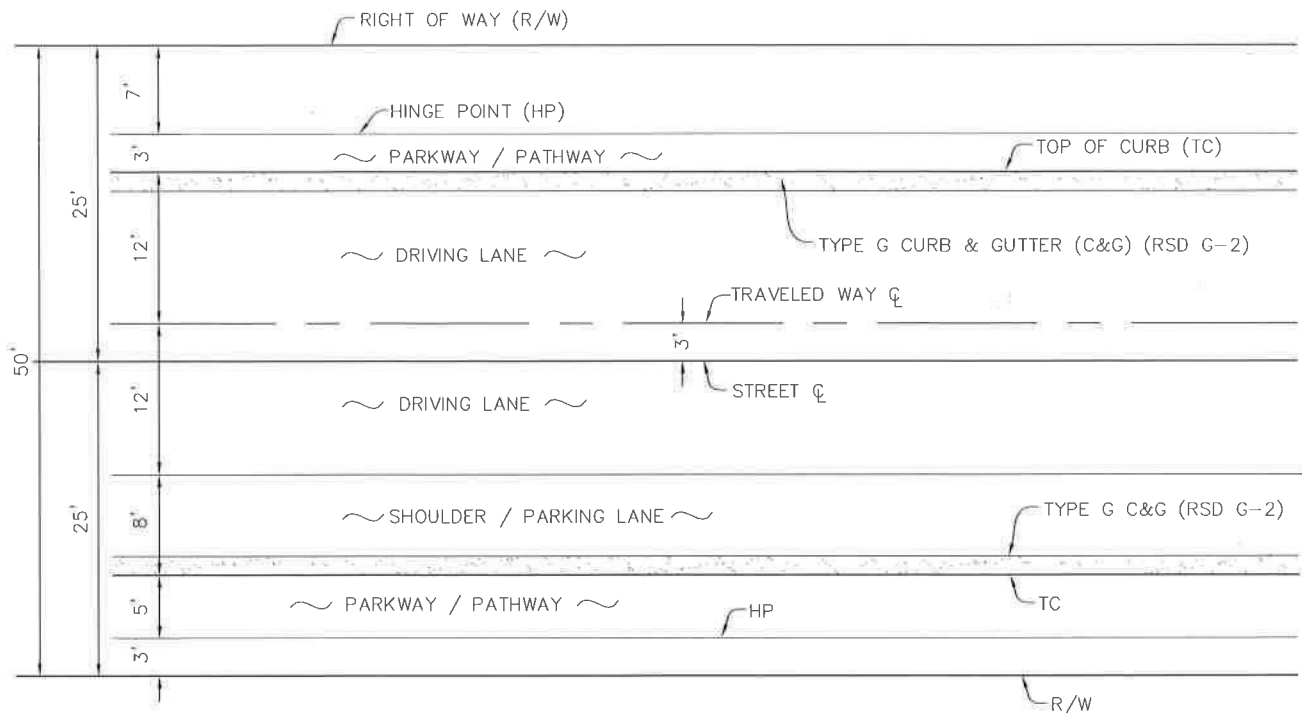
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**PRIVATE SAN DIEGUITO DR
IMPROVEMENT PROJECT
PROPERTY EXHIBIT**

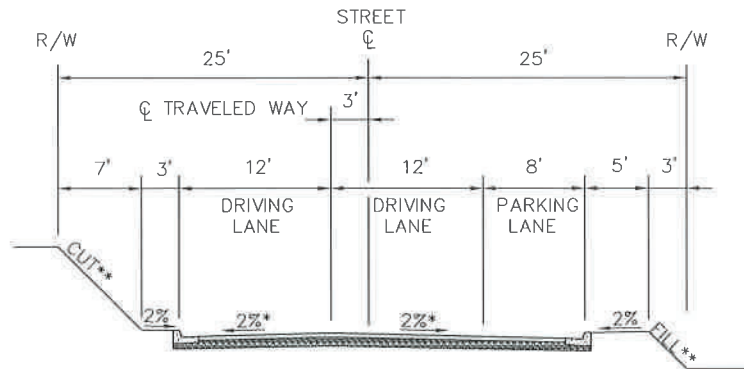
01/06/2023

San Dieguito Drive (Private) – Existing Conditions Photos





PLAN
NO SCALE



- * MAX 3% CROSSFALL OR SUPERELEVATION
- ** SLOPE INCLINATION SHALL CONFORM TO THE COUNTY OF SAN DIEGO GRADING ORDINANCE.

TYPICAL ROADWAY SECTION
NO SCALE

NOTES:

1. THIS STANDARD IS APPLICABLE ONLY TO CATEGORY 2 HILLSIDE RESIDENTIAL STREETS AS DEFINED IN THE COUNTY OF SAN DIEGO PUBLIC ROAD STANDARDS (PRS).
2. USE OF HILLSIDE RESIDENTIAL STREET STANDARDS ARE APPLICABLE ONLY TO NON-MOBILITY ELEMENT STREETS CLASSIFIED AS RESIDENTIAL, RESIDENTIAL CUL-DE-SAC, OR RESIDENTIAL LOOP STREETS, AND ARE NOT APPLICABLE TO STREETS IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL OR MULTIPLE RESIDENTIAL USE.
3. CURB AND GUTTER (C&G) SHALL CONFORM TO THE SAN DIEGO AREA REGIONAL STANDARD DRAWINGS (RSD), THE COUNTY OF SAN DIEGO PUBLIC ROAD STANDARDS, AND THESE DESIGN STANDARDS.
4. EARTHWORK AND ALL CUT AND FILL SLOPES SHALL CONFORM TO REQUIREMENTS OF THE COUNTY OF SAN DIEGO GRADING ORDINANCE.

DRAWN BY: PBM	CHECKED BY: JSM	SAN DIEGO COUNTY DESIGN STANDARD	REVISIONS	APPROVED	DATE
RECOMMENDED BY: JEFF S. MOODY, P.E.			REV	JSM	10/2012
APPROVED BY COUNTY ENGINEER		HILLSIDE RESIDENTIAL STREET ALTERNATIVE NO. 3			
<i>Mohamad</i> MOHAMAD FAKHRI RIDDINE, P.E. R.C.E. NO. 44520, EXP 3/31/2014	DATE: 10/15/12		DRAWING NUMBER	DS-04	

		CITY OF DEL MAR CITY COUNCIL POLICY BOOK	
		114	COMPLETE STREETS
		BY RESOLUTION:	2017-65
		PAGES:	1 OF 13

COMPLETE STREETS POLICY

EXECUTIVE SUMMARY

The City of Del Mar Complete Streets Policy seeks to direct future Del Mar mobility projects with the goal of creating a safe, balanced, multimodal street system to allow everyone to safely travel within Del Mar regardless of age, ability or mode of travel. “Complete Streets” is a term used to define streets designed and operated to enable safe access for all users, and accommodate people of all ages and abilities, travelling by all modes, including walking, biking, using public transit, and driving cars, commercial or emergency vehicles. In short, Complete Streets is the term given to the concept of a street that provides safe, comfortable, and convenient access for everyone, no matter who they are or how they travel. Del Mar’s Complete Streets Policy also contains elements of “Green Streets”, a means of reducing stormwater in traditional collection systems and treating stormwater runoff through more natural filtration processes, close to its source.

The Complete Streets Policy identifies policies, procedures and actions the City or its designees and applicants, will undertake when addressing any planning, design, implementation, or construction project that involves roadways, pathways or other components of the mobility network.

POLICY

Vision & Intent

The Del Mar Community Plan, adopted in 1976 by a vote of the City residents, established the precedence for a Complete Streets Policy with Community Plan Goal 2:

“Minimize the impact of the automobile on the character of Del Mar and emphasize a more pedestrian oriented environment, safer sidewalks, landscaped buffer zones, and alternative means of transportation.”

The Community Plan, under this goal, identified six objectives and numerous policies to encourage a pedestrian-oriented, non-motorized community by 1) developing a system of bicycle rights-of-way and pedestrian paths, and discouraging high speed traffic along city streets; 2) facilitating the movement of traffic in a safe and uncongested manner consistent with a pedestrian-oriented community, 3) encouraging alternative solutions to the transportation needs such as local transit, delivery systems and regional rapid transit; 4) reducing the level of noise created by major transportation routes; 5) minimizing air pollution by encouraging alternatives to the use of the automobile; and 6) reducing transportation related sources of water pollution, particularly in stormwater runoff¹.

¹ Del Mar Community Plan, Goal 2: Goals, Objectives, and Policies



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	2 OF 13

Although written decades before Complete or Green Streets legislation, the Community Plan clearly embodies the elements of Complete and Green Streets and forms the community vision for the mobility network in Del Mar.

This policy is intended to guide achievements of Community Plan objectives by directing citizens, elected officials, government agencies and their staff, developers, planners, engineers, and architects to use an interdisciplinary approach that incorporates the needs of all users into the design and construction of roadway, trail or other circulation projects.

The Complete Streets approach to roadway development and maintenance projects utilizes principles of non-prescriptive, flexible design; context sensitivity; and collaborative processes to establish a multimodal network for all users and facilitate the transportation and environmental conservation objectives outlined by the Del Mar Community Plan.

Context

The City of Del Mar and its transportation network are primarily built out. The transportation network consists of arterial streets with pedestrian sidewalks and bicycle lanes, residential streets, open space pathways, and one transit route. While the land use is primarily built-out and mainly consists of single-family residential dwellings, there are limited areas where redevelopment is occurring and areas with gaps in connectivity, primarily for the pedestrian and bicyclist. The City's transportation network accommodates both vehicular destination traffic (to residences, commercial and visitor serving areas) and through-traffic (primarily along Camino del Mar). Cyclists include both recreational and commuting bicyclists; and pedestrians include residents, visitors, recreationalists, elderly and mobility-challenged pedestrians. Transit is limited to one north-south bus route along Camino del Mar, and while the train traverses through the city, there is no current stop within Del Mar.

Community Plan Consistency

This Complete Streets Policy is consistent with and directly stems from the Community Plan Goals. To this extent, the policy provides directives and design guidance associated with transportation safety, multimodal network planning, context-sensitive design, and network connectivity to encourage a pedestrian-oriented, non-motorized community as defined by Community Plan Transportation Objectives. Furthermore, the policy's application of stormwater management and vegetated streetscape elements facilitate Community Plan directives pertaining to the prudent use of water resources by natural landscaping; improvements to local air and water quality; and the enhancement of community warmth, charm, interest, texture, and village aesthetic. Specific policies and objectives from the Community Plan are identified throughout this policy in italicized parenthesis, E.g. (*Community Plan Goal 2. Transportation Objective A*).



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	3 OF 13

Del Mar Climate Action Plan

The City of Del Mar’s adopted Climate Action Plan (2016) (CAP) identifies a Complete Streets approach as a means of moving towards a more multimodal balance of transportation choices within the community. Per the CAP, the transportation sector accounts for 17 percent of the City’s greenhouse gas emissions (GHG) based on trips that start or end in Del Mar. CAP Measure T3 calls to:

“(r)etrofit Major Corridors to be ‘Complete Streets’: Consider every transportation mode and user when designing streets, and incorporate multimodal design principles in all projects.”

The aim of this measure is to contribute to the reduction of GHG emissions by reducing vehicle miles traveled (VMT) and fuel use by passenger vehicles of residents, visitors, and employees in Del Mar, especially for vehicles that run on fossil fuels. This Complete Streets Policy is a means to implement a multimodal transportation network that contributes to the reduction of greenhouse gas emissions by lowering atmospheric carbon concentrations and improving public health as identified by the CAP.

California Complete Streets Act (AB 1358)

The California Complete Streets Act of 2008 (*Assembly Bill 1358*) requires cities and counties in California to include Complete Streets policies as part of their General Plans. The legislation enables the State’s commitment of reducing greenhouse gas emissions through the context of regional and municipal governance while collectively ensuring roadways are designed to safely accommodate all users.

Del Mar’s Community Plan incorporates transportation, community development, and environmental management policies that, while they predate the Complete Streets Act, are fundamentally consistent in terms of Community Plan’s goals and objectives. This Council Policy expands on the implementation of referenced Community Plan goals and fulfills AB 1358 intent by establishing more detailed direction to implement Complete Streets than would be provided in the context of the Community Plan alone.

SANDAG Regional Complete Streets Policy

The San Diego Association of Governments (SANDAG) has adopted a Regional Complete Streets Policy, *“...because it is a process of ensuring the transportation system is safe, useful and attractive for all users of the transportation network...”*. SANDAG provides the “Local Complete Streets Sample Checklist” (Attachment A) for jurisdictions to assess whether transportation projects plan for and accommodate all modes of travel to the extent warranted. In 2017, SANDAG also identified a local Complete Streets Policy as a prerequisite for grant funding.



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	4 OF 13

Del Mar Stormwater Management Program

Del Mar's transportation network is also a component of the primary stormwater conveyance system. As such, the City shall consider provisions such as landscaping and pavement modifications in the public right-of-way as opportunities to implement stormwater collection and filtration systems appropriate to the local hydrological context. Considering Del Mar's geographical setting within the San Dieguito and Los Peñasquitos watersheds and adjacent to the Pacific Ocean, the City shall institute improvements that mimic natural hydrological processes in order to improve and preserve air and water quality. Elements of this stormwater management approach, in terms of streets, are defined as Green Street principles.

Application

This Complete Streets Policy applies to transportation improvements in the public right-of-way, streets on private property, and development review of private major (and minor) encroachments in the public right-of-way. Whether they be new improvements, retrofits, or maintenance efforts, Complete Streets principles shall be considered and implemented during the design phase and construction process of all transportation projects, including planning, programming, design, right-of-way acquisition, subdivision land development, new construction, construction engineering, reconstruction, operation, repair, and maintenance. Any redevelopment, improvement, modification or maintenance of the transportation network under a Complete Streets approach should respect the character of Del Mar while providing safe and convenient access to resources throughout the community.

Policies

Complete Street Policies are divided into eight (8) categories:

1. Process & Procedures
2. Users and Modes
3. Street Network
4. Street Design
5. Green Streets
6. Implementation
7. Performance Measures
8. Exceptions

Each policy section first states the intent and then the policies and related actions. References are provided at the end of this Council Policy.



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	5 OF 13

1. **Process & Procedures:** The intent of policies regarding the process and procedures is to ensure that all mobility projects receive the appropriate level of scrutiny and review. The City of Del Mar recognizes that Complete Streets may be achieved through single elements incorporated into a particular project and/ or incrementally through a series of smaller improvements and maintenance activities over time.
 - 1.1. Complete Streets policies, in guiding transportation improvement projects, shall be utilized only when the application is determined consistent with Del Mar's Community Plan.
 - 1.2. Apply Complete Street policies to all mobility projects: Complete Street policies will apply to development entities who may be constructing private or public streets; to the City as it retrofits existing streets; and to other agencies developing mobility infrastructure within Del Mar.
 - 1.3. Incorporate Complete Street principals into early land use planning: All mobility planning or implementation projects shall be reviewed against Complete Street principals and the policies outlined in this Council Policy. This review shall take place during the planning phases and be presented as to its consistency with this Council Policy in any discretionary or legislative review actions.
 - 1.4. Review and Update Complete Street Policies as needed: Complete Street policies will be reviewed at a minimum of every ten years, or with any Community Plan Circulation Element amendment. The review shall include an assessment of performance measures. Following this review, the City Council may direct changes to this policy.
2. **Users and Modes:** The intent of user and modal policy is to ensure that the needs of all potential users are included in the planning, design, operation, and maintenance of streetscape elements to provide safe and efficient mobility for all users of the community's transportation network regardless of age or ability.
 - 2.1. Application of the Del Mar Complete Streets Policy directs City Council, City Management, and City staff to consistently plan, design, construct, and maintain streets to provide travel options for a spectrum of anticipated user modes including, but not limited to, pedestrians, mobility-challenged persons, bicyclists of varying skill levels, transit riders, motorists, delivery and utility providers, and emergency response vehicles.



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	6 OF 13

- 2.2. The type and range of modes accommodated is expected to differ due to physical space constraints and varying modal demand relevant to each project's context. When there are conflicting needs among users and modes, Community Plan objectives shall be facilitated through the following prioritization: 1) above all, safety is paramount, followed by mobility; 2) among modes, pedestrians shall come first citywide (*Community Plan Goal 2. Transportation Objective A*), followed by the next most vulnerable types of users; and finally, 3) seek balance among all modes involved.
3. **Network:** A network approach ensures that all projects facilitate an integrated, comprehensive network that completes connections of all pathways, roadways and travel ways.
- 3.1. Provide and maintain safe, connected and convenient bicycle and pedestrian mobility along the arterial corridors of Camino del Mar, Jimmy Durante Boulevard, and Via de La Valle.
- 3.2. Discourage high speed traffic along city streets and prioritize safety provisions between active transportation modes (bicyclists and pedestrians) and automobile traffic with infrastructure elements such as continuous, protected bicycle lanes and sidewalks, traffic calming features, improved intersections/midblock crossings, and street lighting/reflectors. (*Community Plan Goal 2. Transportation Objective A*).
- 3.3. Connect all elements of downtown in a way that reduces pedestrian conflicts with the automobile and establishes alternatives to the use of the vehicles for visitor and residential access (*Community Plan Goal 4. Community Development Objective C. Policy 4*).
- 3.4. Provide a continuous north-south bicycle network through the community (*Community Plan Goal 2. Transportation Objective A. Policy 3*), by maintaining an unobstructed, multimodal corridor along the Camino del Mar thoroughfare, and establish connectivity to adjacent pathways at the City's borders. This type of accommodation shall coordinate with long-range planning of a regional multimodal network, providing opportunities for residents and visitors to exercise carbon-neutral travel methods through Del Mar.
- 3.5. Preserve and improve pedestrian access to and along beaches, sea cliffs, parks, and walking paths by completing connections of bicycle and pedestrian pathways through the use of all public rights-of-way and prescriptive public easements (*Community Plan Goal 2. Transportation Objective A. Policy 5*).



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	7 OF 13

- 3.5.1. Integrate trail links between the fabric of streets and roadways to provide residents with a more direct and convenient accessway to services, open spaces, playfields, parks, and beaches.
 - 3.5.2. Pursue the creation of a coastal pedestrian trail along the railroad right-of-way with safe crossings.
4. **Design:** The intent of design policies is to ensure a contextually sensitive approach to the design of the transportation system. Implementation shall reflect the context and character of the community's overall surroundings including the natural environment, current and planned buildings and land uses, demographics, street functions, and current and expected transportation needs.
 - 4.1. Assure continuing public participation in street planning and design and utilize citizen participation in the developmental processes of streetscape projects (*Community Plan Goal 6*).
 - 4.2. Reference and institute the best and latest design guidance, standards, and recommendations available to maximize design flexibility and innovation. Design solutions should balance user and modal needs while enabling environmental remediation and protection opportunities.
 - 4.3. Prioritize a pedestrian-oriented network to enhance the community's walkability. Streetscape elements that facilitate this type of mobility may include wider sidewalks, reductions in road width and construction of separation between travel modes to discourage high-speed vehicular traffic along City streets and limit conflicts between automobiles and pedestrians.
 - 4.4. Bicycle Design: enhance designated pathways for cyclist along arterial roads; encourage separation from vehicular traffic and the use of traffic calming measures to create safe pathways for cyclists of varying abilities and confidence.
 - 4.5. Although pedestrian and bicycle mobility are prioritized, roadway improvements should maintain consideration for the movement of all types of traffic in a safe and regulated manner (*Community Plan Goal 2. Transportation Objective B*).
 - 4.6. Maintain a clear understanding of a project's context, integrating community values and environmental implications into roadway design decisions to



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	8 OF 13

preserve and enhance scenic, aesthetic, historic, and environmental resources while improving and maintaining pathway safety and mobility.

- 4.7. Design processes shall consider street design and width, desired operating speed, right-of-way availability, and connectivity to destinations to remediate modal imbalances. Design criteria should not be purely prescriptive and, instead, should be based on the thoughtful application of engineering, architectural, and urban design principles.
 - 4.8. Adapt design criteria and streetscape accommodations over time to consider emerging transportation technologies such as vehicle charging, rideshare programs and autonomous vehicles.
 - 4.9. Streetscapes shall provide adequate space and placement to integrate multifaceted design solutions for both transportation improvements and stormwater management, e.g. a biofiltration swale positioned within an existing street median enhances pedestrian mobility by providing refuge for midblock crossings, improves streetscape aesthetic, and manages stormwater flow while capturing runoff contaminants.
5. **Green Streets:** The intent of a green streets approach to street design, also known as green infrastructure, is to reduce and treat stormwater close to the source to realize the following benefits: improved water quality, increased groundwater infiltration, carbon sequestration, runoff reduction, erosion control, and aesthetics.
- 5.1. All mobility planning or implementation projects shall be reviewed by the Clean Water Manager at its onset to identify opportunities for incorporation of low impact design stormwater management techniques. All landscaped areas in any street project shall be evaluated for its ability to serve as bioretention or infiltration and implemented as such unless such conditions are not favorable for stormwater management.
 - 5.2. Subsequent to Regional Water Quality Control Board objectives, the City shall design and construct small-scale, decentralized stormwater management facilities that infiltrate, evaporate, transpire, filter, store, or detain runoff within relatively close proximities to pollutant sources.
 - 5.3. As directed by the Community Plan, natural landscaping, requiring little watering is encouraged in the design and construction of vegetated streetscape elements to promote prudent use of water resources (*Community Plan Goal 1. Objective M*).



**CITY OF DEL MAR
CITY COUNCIL POLICY BOOK**

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	9 OF 13

- 5.4. For stormwater infrastructural development where adequate space and the need for stormwater mitigation are present, the City shall reference the best and most recent management practices such as Caltrans Stormwater Management and Biofiltration Design Guidance manuals and California Stormwater Quality Association (CASQA) Best Management Practices (BMP) handbooks. These documents emphasize the use of bioremediation techniques to filter and remove surface contaminants through natural vegetative processes.
- 5.5. All landscaped areas in any street project shall incorporate street trees to mitigate surrounding temperature, sequester carbon and improve air quality.
- 5.6. Materials used for sidewalks and parking should utilize permeable pavements wherever feasible in order to infiltrate stormwater back into the groundwater.
- 5.7. Green streets shall have a component of education to inform the public of its role in stormwater management. This shall be established on a project by project basis as appropriate for that level of project.

6. **Implementation:** The City of Del Mar shall integrate Complete Streets principles and environmental consideration into everyday transportation decision-making practices and development processes. To this end, the policy shall be implemented through the following directives:

Departmental Procedures:

- 6.1. All City departments shall incorporate Complete Street principles and policies into development and review of all plans, manuals, procedural documents, rules, regulations, and programs as appropriate.
- 6.2. City departments shall review and update current design standards, including subdivision regulations which apply to new roadway construction, to reflect the best possible design standards and guidelines.
- 6.3. The City should amend existing performance measures and collective data documents affiliated with Del Mar’s transportation characteristics and CAP objectives to include objectives within Complete Streets implementation. Updated measures shall determine how well the network serves all users while instituting community health and greenhouse gas mitigation measures associated with CAP and State-mandated goals.



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	10 OF 13

Operations:

- 6.4. The City's appointed discretionary review bodies, including the Design Review Board and Planning Commission, shall utilize Complete Streets policies as adopted herein during appropriate discretionary reviews. The City's Advisory Committees to the City Council shall utilize Complete Streets policies when providing input on projects in their purview.
- 6.5. The City should use development tools and reference materials provided by SANDAG, Caltrans, and other transit operators such as guidance on best practices and innovation in street design, parking management strategies, stormwater best practices, incorporating bicycle and pedestrian access to transit stops and stations, traffic impact studies, and public engagement tools.
- 6.6. The City should utilize project development checklists provided by SANDAG throughout design and development processes of the transportation network to ensure projects result in Complete Streets (Attachment A).
- 6.7. The City should facilitate inter-departmental project coordination among entities interested in activities occurring in the public right-of-way to ensure efficient use of fiscal resources.
- 6.8. The City should coordinate and foster relationships with adjacent municipalities, private developers, and utilities (public and private) to further the Del Mar's vision of a connected Complete Streets network, continuing beyond the City's borders.
- 6.9. City staff should identify current and potential future sources of funding for transportation network improvements.

Education:

- 6.10. The City should encourage educational opportunities that allow community leaders and the public to establish an understanding of the Complete Streets vision and multimodal transportation opportunities. Information shall be made available through public documents on the City website and presented during project review.
- 6.11. The City should encourage staff professional development and training of non-motorized transportation issues, Complete Street principles, and



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	11 OF 13

environmental sustainability objectives through workshops, conferences, seminars, and reference materials.

6.12. The City shall seek to include an educational component in all Complete Street projects to ensure that all users of the transportation system understand and can safely utilize project elements and infrastructure in the public right-of-way. Comprehension may be achieved through a variety of means, such as signage, design and/or public notifications.

7. **Performance Measures:** The intent of performance measures is to develop a system for assessing the results of the policies with each implementation project. Because Del Mar's undeveloped land is minuscule, implementation will primarily occur through small infill projects, City capital improvement projects, and other agency transportation projects. Performance measures should be established with each implementation project concurrent with its adoption or construction and reviewed at five years after implementation to more accurately measure the results. These results should contribute to the monitoring of the CAP as well as the Complete Streets Policy. Targets for the performance measures should address, as applicable:

- 7.1. An increase in the number of pedestrians and bicycle ridership through and within the City.
- 7.2. An increase in the conversion of traditional stormwater infrastructure to low impact design stormwater features.
- 7.3. Reductions in local stormwater sediment and bacteria.
- 7.4. An increase in the number of linear feet of new and upgraded bicycle and pedestrian routes.
- 7.5. An increase in the number traffic calming features and vehicle speed in multi-modal areas.
- 7.6. Amount of porous pavement implemented.
- 7.7. Improvements to transit facilities (bus schedules added; shade provided; accessibility improvements).
- 7.8. Reductions in reported conflicts between transportation modes.



**CITY OF DEL MAR
CITY COUNCIL POLICY BOOK**

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	12 OF 13

7.9. A decrease in VMT below the CAP’s 2012 baseline for trips starting and ending in Del Mar².

7.10. A reduction of carbon emission output below the CAP’s 2012 baseline³.

8. **Exceptions:** All transportation projects in Del Mar are intended to be planned, designed and constructed for all foreseeable users; however, an exception to this standard may be warranted. A proposed exception will be reviewed as part of the discretionary approval process associated with the project (City Council, Design Review Board or Planning Commission, as appropriate). Exceptions must be documented with supporting data that indicates the basis of the decision and will be evaluated against the Community Plan objectives, this Complete Streets Policy, and Del Mar’s CAP. Exceptions may be appropriate in the following cases:

- 8.1. Where specific modes of travel are prohibited by law.
- 8.2. Where a proposed project for a limited access facility would cross a major barrier, for example the San Dieguito River or the railroad.
- 8.3. Where the cost of providing facilities for all travelers would be excessively disproportionate to the need or likely use through the life of the project. Cost analysis shall follow SANDAG’s Complete Streets policy guidance.
- 8.4. Where the facility is in conflict with the adopted Federal or State regulatory authorities and/or City of Del Mar Community Plan, Municipal Code, and the Local Coastal Program.
- 8.5. Where immitigable, detrimental environmental impacts outweigh the need for full accommodation of all travel modes.
- 8.6. Routine maintenance of the transportation network that does not change the roadway geometry or operations, such as mowing, sweeping, or spot repair.

Exceptions shall be reviewed as such, and not the norm or commonplace solution.

-End-

² Target of 178,855vehicle-miles-travelled per day or currently adopted CAP target.

³ Per the CAP, on-road transportation for both miles driven within Del Mar and miles outside of the Del Mar boundary for trips starting or ending in the community produced 4,921 MTCO_{2e} and 27,003 MTCO_{2e} (metric tons carbon dioxide equivalent) respectively for the 2012 baseline year. Cumulatively, greenhouse gas emissions from transportation activity makes up 57.1% of the community’s total emissions output. Subsequent updates to the CAP may set new targets.



CITY OF DEL MAR CITY COUNCIL POLICY BOOK

114	COMPLETE STREETS	DATE ADOPTED:	10/16/2017
		BY RESOLUTION:	2017-65
		PAGES:	13 OF 13

References: Best practices in policies, design criteria, sustainable development, standards and guidelines related to street design, and construction may be found in, but not limited to, the following materials:

- Caltrans *Highway Design Manual*
- National Association of City Transportation Officials (NACTO)- *Urban Street Design Guide* and *Urban Bikeway Design Guide*
- American Association of State Highway Officials (AASHTO) Guidelines
- Institute of Transportation Engineers (ITE) *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach*
- Americans with Disabilities Act (ADA) Guidelines
- Public Right-of-Way Accessibility Guidelines (PROWAG)
- San Diego Association of Governments (SANDAG) *2050 Regional Transportation Plan* and *Smart Growth Design Guidelines*
- *Main Street, California– A Guide for Improving Community and Transportation Vitality (3rd ed.)*
- *Complete Intersections: A Guide to Reconstructing Intersections and Interchanges for Bicyclists and Pedestrians*
- Documents and plans created for and approved by the City of Del Mar, including but not limited to, the Community Plan and Climate Action Plan

Attachments

Attachment A – SANDAG “Local Complete Streets Sample Checklist: A Tool for Local Agencies”

<http://www.sandag.org/index.asp?classid=12&projectid=521&fuseaction=projects.detail>

SANDAG’s “Local Complete Streets Sample Checklist” does not prescribe specific design solutions for Del Mar’s transportation system. Rather, the document should be referenced to consider the context of regional transportation facilities as they apply to Del Mar.

**San Dieguito Drive - Phase 1 Engineering Assessment
Resident Questions & City Responses
September 5, 2023**

PUBLIC ROAD STANDARDS, COMPLETE STREETS POLICY, AND COMMUNITY PLAN

1. *Why is parking and sidewalk included in the conceptual designs for this project (legally required vs. City policy)?*

The conversion of the private section of San Dieguito Drive to a public street requires bringing the street to public standards in accordance with the San Diego County Public Road Standards and Design Standards. The minimum necessary improvements were identified as rebuilding the roadway structural section and increasing the travel-way roadway width to a minimum 20' width for fire access. These improvements to public standards require the project to include street parking and a walkway to follow City Council Policy 114 - Complete Streets, which was adopted in 2017. The Complete Streets Policy follows Americans with Disabilities Act (ADA) regulations.

2. *Why can't San Dieguito Drive stay the same as many other streets in Del Mar that don't have sidewalks and mandated parking spaces?*

See response to question 1. Furthermore, other streets in Del Mar are already in the City's public streets system and do not require further improvements to public standards. The other streets only require standard maintenance. Staff are recommending that the Council grant an exception to the Complete Streets Policy as further described in the agenda report for September 5, 2023, which would exempt the project from including sidewalks and parking.

3. *How is this section of San Dieguito Drive classified as in the San Diego County Public Road Standards and Design Standards?*

According to the County Public Road Standards and Design Standards, the road is classified as a Hillside Residential Street. A section is included in slide 3 of the presentation. There are multiple elements that go into determining the roadway classification (purpose, surrounding land uses, average daily traffic (ADT), and other characteristics).

- a. This road is identified as a Non-Mobility Element Road which are roads that feed vehicular traffic onto the Mobility Element system of roads. They provide access to residential neighborhoods, commercial, or industrial areas.
- b. The Average Daily Trip (ADT) is minimal on San Dieguito Drive and thus can be classified as Residential Road.

- c. Furthermore, the hillside characteristic of the road and steep grades further classify San Dieguito Drive as Hillside Residential Street.

Hillside Residential Street is the minimal section available for residential streets per the San Diego County Public Road Standards and Design Standards. However, our initial alternatives further reduce the section by minimizing travel lanes from 12' to 10' for fire access, and parking from 8' to 7'. The minimal alternative MBI has developed will further reduce the section by removing parking and sidewalk.

4. Are there provisions for flexibility or exceptions in the Complete Streets policy that could allow for less than full curb, gutter, walkway, and parking?

Section 8 of the Complete Streets Policy provides exceptions which can be approved by the City Council. The City's consultant has prepared a limited alternative for City Council to consider which provides the minimum 20' of fire access (asphalt, rolled curbs, decomposed granite, and drainage improvements) with no formal parking or walkways. The alternative deviates from the Complete Streets Policy and would require approval of an exception from the Council. Staff feels an exception is warranted based on the standard alternatives posing issues with impacts to private properties because of the need to extensively widen the road, and ADA standards for a proposed walkway because of the steep existing slopes.

5. Did the City commit to funding or grant money obligations in adopting a Complete Streets policy? Do any such commitments constraint the City's current options?

The adopted Complete Streets policy meets the intent of the California Complete Streets Act of 2008 and SANDAG's guidance materials related to the implementation of the policy. At the time the policy was adopted, it was noted as a prerequisite for grant funding eligibility. Contextual considerations of the community are applied to both pathway connectivity and design elements to integrate community and environmental values into roadway design decisions. The policy's physical design objectives are non-prescriptive.

6. Is the Complete Streets policy part of the Community Plan? If not what is its binding status?

The Complete Streets document is a City Council adopted policy, which supports the City's Climate Action Plan (CAP) as a strategy to help achieve the Cap's greenhouse gas emission goals. While the overall intent of the Complete Streets policy is consistent with Transportation Goal 2 of the Community Plan, which seeks to "minimize the impact of the automobile on the character of Del Mar and emphasize a more pedestrian oriented environment," the Complete Streets approach is primarily considered as appropriate for arterial roadways in Del Mar.

The City's residential streets are typically narrow and rural in character, resulting in slower traffic speeds that promote the desired outcomes of Complete Streets.

7. *Can the trail in Crest Canyon be considered a pedestrian walkway in order to eliminate sidewalks?*

The Crest Canyon trail is located in the City of San Diego, is not physically connected to San Dieguito Drive, and is separated from the roadway by residential development. This trail cannot be considered as an alternative to sidewalks or informal walking paths immediately adjacent to the improved street at San Dieguito Drive. However, the Minimal Alternative preferred by residents and recommended by staff does not include sidewalk.

8. *If parking is required, what is the minimum number of parking spaces?*

There are no minimum parking requirements for the public right-of-way.

9. *Are there any provisions in the Community Plan that dictate the scope of improvements that would be required for the City to accept the road into the public system? If the City wants to do less than that, would a CP amendment be required?*

Neither the Community Plan nor the Del Mar Municipal code contain specific standards for the creation of a public street in the City of Del Mar. The City follows the San Diego County Public Road Standards and Design Standards. However, there are goals, objectives, and policies of the Community Plan and the City's Local Coastal program encourage prioritizing bicycle and pedestrian access in areas near coastal amenities such as preserves and shorelines. The objectives and policies also encourage the maintenance of existing rural and natural characteristics.

SEWER FEASIBILITY

10. *What is included (scope of work) in the estimated \$1M for sewer?*

The sewer main is approximately 920 linear feet, which includes 200 linear feet of more expensive pipe due to not meeting 9' minimum separation from the water. The costs also include sewer manholes, private sewer lateral installation (wye, elbow, lateral and cap from main to property line), and septic abandonment. Furthermore, a conservative 30% contingency was included at the conceptual design stage. It should be noted that Installation of sewer main on San Dieguito Drive could be included in the proposed road improvement project or as a future project, but would need to be privately funded by residents.

11. Are the existing septic systems in this area "non-conforming?" What are the implications for folks who may in the future need to do a major remodel, tear down and rebuild, rebuild after fire, etc.?

Existing septic systems in the area would not be considered to be "non-conforming" as DMMC 22.20.020 requires (approved) private subsurface sewage disposal systems (i.e. "Septic") when no public sewer is located in a public street, alley or easement within 200 feet of a lot containing a building.

12. Could lack of sewer in this area support a factual finding to deny more intense development under SB 9 or other similar laws based on potential health and safety problems?

Potentially, but this area is already ineligible for SB 9 development or urban lot splits in the Council-adopted ordinance due to its location within the Bluff, Slope and Canyon Overlay Zone, which is an implementing ordinance of Del Mar's Local Coastal Program (LCP) due to the due to the sensitive coastal resources that exist in the vicinity.

13. If a septic system fails and isn't fixed (or can't be fixed) will the health department no longer allow human occupancy?

The Building Official has the responsibility and authority to regulate the built environment in the City of Del Mar to safeguard the public health, safety, and general welfare. As such, if a septic system serving a building used for human occupancy fails and, in the opinion of the Building Official, renders the building unsafe for human occupancy due to lack of sanitation or concern for the spread of disease, then the Building Official has the authority to "red tag" the building as unsafe for human occupancy and order evacuation of its residents and occupants. The Building Official would also coordinate with the County Department of Environmental Health in this process, as this department regulates septic systems throughout the County.

DRAINAGE

14. Why is a "crown" in the center of the road better than a "swale" in the middle of the road?

An inverted crown section with concrete ribbon gutter is typically reserved for low-speed and low-volume alley sections per public road standards. Channeling stormwater to the center of the road may pose an issue for vehicles in the travel way especially on a public street with a higher speed and more volume than an alley. San Dieguito Drive carries more stormwater and at a steeper grade compared to the typical alley section, and there is a curve in the street which may pose an issue. To convey the stormwater from the center of the street to the existing drainage inlet near Racetrack View Dr, a cross gutter must be constructed,

which may cause additional grading and an unfavorable driving experience near the curve.

A centerline crown with curb & gutter (vertical or rolled) on either side is better equipped to handle stormwater in most public streets. The crown diverts the stormwater from the travel way and essentially increases the drainage capacity by diverting to the gutters on both sides of the street. In addition, the gutters on the sides of the street better align with existing drainage infrastructure.

A centerline crown with curb & gutter allows for easier constructability and future maintenance of the asphalt by providing edges to pave against and a uniform asphalt section.

A centerline ribbon gutter may pose future utility challenges since the location overlays the existing water and proposed joint trench at different sections. Hence, accessing these utilities for maintenance or repairs will require replacing the ribbon gutter instead of just asphalt.

15. What happens when surface water headed straight downhill hits the curve in front of my house?

The design includes a roadway crown, curb & gutter, and drainage inlets and lateral at Racetrack View Drive. The surface water is captured by the curb & gutter and then to drainage inlets on both sides of the street. Phase 2 will include more detailed drainage analysis as part of the final design.

RESIDENTS PRIVATE MAINTENANCE

16. What would the residents be required to do if they repaired/improved the road on their own (no City participation), and continued to own and maintain the road themselves?

The residents can choose to privately repair the road and retain maintenance. They would need to obtain an encroachment permit from the City prior to the commencement of work. The Complete Streets Policy does apply to private streets, so improvements done by residents would need to comply with the policy or qualify for and be granted an exemption by the City Council. There is an exception in the Complete Streets Policy, specifically 8.6, for routine maintenance that does not change the roadway geometry or operations.

17. What happens if the residents do nothing?

The road will further deteriorate should the residents do nothing to fix the road and will cause safety issues for all users. The residents are responsible for the maintenance of the road. (See additional information below under Easement/Maintenance).

EASEMENT / MAINTENANCE***18. Who is the grantor(s) of the easement--all the property owners affected?***

The grantor of the easements is the original private developer, Whitney Enterprises, to the private property owners.

19. Is the City the grantee of this easement?

The City was granted public road rights as part of the original grant of easement.

20. Are the residents above on Oribia grantees of the same easement?

Oribia Road properties were granted public road rights as part of the original grant of easement.

21. Is the public a 3rd party beneficiary?

No, but the grant was for a public roadway.

22. Are there constraints on the City's ability to deal with the easement as a result?

The constraints are that there has to be a clear public benefit before the City can fund any improvements. The original grants of easements are not a constraint, the constraint is on public funding if there are only private benefits.

23. Is there a written easement document?

Yes, there are original easement grants. In order to transfer the easement to the City, new easement documents would be prepared.

24. Does the easement document specify anything about the rights and obligations of the grantor(s) and grantees, including as to maintenance?

No, it does not.

25. Is there a prescriptive right in favor of the public for long-term usage? Or, does the easement make that usage "permissive?" I'm trying to understand if the City has 100% control over how to deal with this section of SD Road or if upstream grantees on Oribia have rights, or if there may be independent public rights not represented by the City?

It is presently a public road and utility easement. The public will continue to have an unfettered right to use the road including the residents of Oribia once the City accepts the road into their street system.

26. *Is it really necessary for property owners to dedicate their portion of the private road to the City, or can this be done through the existing or modified easement?*

A new easement would need to be granted to the City. The best instrument is an easement for public road and utilities purposes. Modification of an existing easement can be done, but often comes with confusion decades from now, which should be avoided.

27. *Who has the maintenance responsibility for Private San Dieguito Drive ("SDD")?*

The private property owners have full maintenance obligations of the public road until or if the City accepts the road into the City roadway system.

28. *Does the City have any maintenance responsibility for SDD?*

The City does not have routine maintenance obligations, unless the City damages a portion of the road while performing maintenance activities on City owned utilities.

29. *Does the City have maintenance obligations independent of an easement document--arising from usage, as trustee for public use, or other?*

No, the City currently does not have any maintenance obligations.

30. *Does the City have any liability for damages to SDD made by City owned assets or arising from City owned assets?*

The City would only have liability if it was found that as a result of a negligently performed maintenance activity the City was the proximate cause of the damage.

31. *Does the City have any liability for personal or property damages arising from the condition of SDD?*

No, SDD is a public road that has not been accepted into the City roadway system. The property owners are responsible for all liability resulting from the condition of SDD.

ASSESSMENT DISTRICT / COST SHARING***32. Please describe by property ownership location the majority required to create a Special Assessment District for SDD?***

The City does not have this information at this time. This would need to be determined by an assessment consultant as a potential next step in the process.

33. Can any property owner(s) on SDD constructively stop the creation of a Special Assessment District to repair SDD and its dedication to the city through a refusal to execute any releases or documents?

Formation of a Special Assessment District requires a majority vote of the residents. Once an assessment district is properly formed; those property owners who oppose to the assessment district or its assessments cannot opt out.

34. What is the public use percentage of San Dieguito Drive? How will it be calculated?

The City worked with MBI to conduct some initial traffic assessments, which indicated that approximately 49% of the road use is for public purposes. This is just a first step to determining what percentage of road use is by the public. A technical memo from MBI summarizing the traffic data collection has been provided to residents and is available upon request from the City.

OTHER***35. What are the estimated paving costs associated with the SDD portion of the undergrounding project?***

Design of UUD X1A (Crest Canyon) is currently underway, and engineering quantities and cost estimates have not yet been developed.

36. Can we see concept designs for individual homes?

The conceptual designs do show impacts to individual properties. The approximate width of improvement can be measured from the existing edge of road to proposed improvements. Phase 2 will include more detailed impacts to residents.