

Table of Contents

9-8-2025 Regular Meeting Agenda	2
Item 1 - Minutes	9
Item 2 - List of Demands Packet	14
Item 4 - Amendment United Site Services	47
Item 5 - FY24-25 Q4 Treasurer's Report	67
Item 6 - EP25-068 (610 Hoska Drive)	72
Item 7 - 2025 Building Code Update	85
Item 8 - 2025 Fire Code Update	135
Item 9 - Shores Park Master Plan - Guiding Principles & Preferred Park Amenities	173
Item 10 - Award of Construction Contract for Crest Canyon (UUD X1A)	274
Item 11 - ADU Mid Cycle Evaluation	356



Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall

1050 Camino del Mar, Del Mar, California 92014

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

Regular Meeting

Monday, September 8, 2025 at 4:30 PM

Terry Gaasterland
Mayor

Tracy Martinez
Deputy Mayor

Dan Quirk
Council Member

John W. Spelich
Council Member

Ashley Jones
City Manager

Leslie E. Devaney
City Attorney

Sarah Krietor
Administrative Services
Manager/City Clerk

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

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

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

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

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

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

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

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

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

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

1. Approval of Minutes: August 18, 2025 Regular Meeting and August 25, 2025 Special Meeting

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

2. Ratification of List of Demands dated September 8, 2025

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. First Amendment to Agreement with United Site Services of California, Inc. for Portable Restroom 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 United Site Services of California, Inc. (Attachment A) for Portable Restroom Services, extending the agreement term and amending the service fee schedule; and 2) Authorize the City Manager to execute the First Amendment.

Reference: Clerk's File No. 406-1

5. Treasurer's Investment Report for the Quarter Ended June 30, 2025

Recommended Action: Staff recommends that the City Council receive and file the informational Treasurer's Investment Report for the Quarter Ended June 30, 2025.

Reference: Clerk's File No. 102-2, 209-2

VIII. PUBLIC HEARING

6. Encroachment Permit 25-068 to Retain Existing Unpermitted Retaining Walls and to Extend an Existing Wall within the Public Right-of-way at 610 Hoska Drive

Applicants: Tim and Jayne Haines

Recommended Action: Staff recommends the City Council adopt the attached Resolution (Attachment A) denying a Long-term Major Encroachment Permit (EP) 25-068 to retain an existing unpermitted retaining wall within the public right-of-way based on non-compliance with the Del Mar Municipal Code (DMMC) and City Council Policy 110 (Private Encroachments into City Rights-of-Way).

Reference: Clerk's File No. 802-1

7. Introduction of an Ordinance to Adopt the 2025 California Building Standards Code and Local Amendments within Chapters 23.12 and 23.70 of the Del Mar Municipal Code

Recommended Action: Staff recommends that the City Council introduce an Ordinance (Attachment A) amending Del Mar Municipal Code (DMMC) Chapter

23.12 to adopt the 2025 Edition of the California Building Standards Code, adopt the California Wildland-Urban Interface Code, amend Chapters 23.12 and 23.70 to reflect local amendments to the 2025 California Building Standards Code, and continue to apply various locally adopted amendments thereto as necessary to reflect Del Mar's unique characteristics and approach to design and development review.

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

8. Introduction of an Ordinance to Adopt the 2025 California Fire Code, 2025 California Wildland Urban Interface Code, and Local Amendments

Recommended Action: Staff recommends that the City Council introduce an Ordinance (Attachment A) amending Del Mar Municipal Code (DMMC) Chapter 10.04 to adopt the 2025 Edition of the California Fire Code, adopt the 2025 Edition of the California Wildland-Urban Interface Code (CWUIC), amend Chapter 10.04 to reflect a local amendment to the 2025 California Fire Code, and continue to apply various locally adopted amendments thereto as necessary to reflect the Del Mar Fire Department's approach to fire prevention and protection.

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

IX. COUNCIL MEETING RECESS

X. CITY COUNCIL OTHER BUSINESS

9. Reaffirmation of Guiding Principles and Preferred Park Amenities for the Shores Park Master Plan and Resolution Establishing the Shores Park Master Plan Ad-hoc Advisory Committee

Recommended Action: Staff recommends that the City Council: 1) Reaffirm the Guiding Principles and the Preferred Park Amenities for the Shores Park Master Plan (Attachment A), 2) Adopt a Resolution establishing a new Shores Park Master Plan Ad-hoc Advisory Committee (Attachment B) to advise staff and the City Council on the completion of the Master Plan, and 3) Appoint Council liaisons to the Shores Park Master Plan Ad-hoc Advisory Committee.

Reference: Clerk's File No. 307-8

10. Award of Construction Contract to TC Construction Company, Inc. and Related Actions for Utility Undergrounding District X1A (Crest Canyon)

Recommended Action: Staff recommends that the City Council take the following actions:

- 1) Approve the withdrawal of the apparent lowest bidder, Tri-Group Construction and Development, due to a clerical error under Public Contract Code 5103;

- 2) Award a \$7,128,769.96 construction contract to TC Construction Company, Inc. (Attachment A) for the Utility Undergrounding District (UUD) X1A (Crest Canyon) Project;
- 3) Approve a \$663,280 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
- 4) Approve a \$119,633 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
- 5) Approve a \$123,400 Task Order with Helix Environmental Planning, Inc. for Environmental Monitoring Services (Attachment D);
- 6) Approve a 10% project contingency of \$712,877;
- 7) Authorize the appropriation of \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26 for the Crest Canyon project; and,
- 8) Authorize the City Manager to execute the required documents and any contract and Task Order changes, within the project contingency, necessary to complete the work.

Reference: Clerk's File No. 406-1

11. City Council Direction on Potential Incentives to Create Low-Income Units in Consideration of the City's Mid Cycle Housing Element Production Progress

Recommended Action: Staff recommends that the City Council: 1) Review a consultant evaluation of the City's Accessory Dwelling Unit (ADU)-related recommendations to amend existing incentive programs to reach the City's 6th Cycle Housing Element goal to create 15 low-income ADUs by April 2029 (Attachment A), 2) Review feedback collected by the April/May 2025 community survey, and 3) Provide direction to staff on next steps to bring forward an amended incentive program for consideration by the City Council at a future date.

Reference: Clerk's File No. 304-7

XI. REGIONAL ORGANIZATION REPORTS

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

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

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

XII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

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

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

XIII. UPCOMING AGENDA ITEMS

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

September 22, 2025
Second Reading/Adoption of Ordinances to Update California Building Code and California Fire Code
Initial Consideration of Seaside Ridge Appeal
Jimmy Durante Boulevard Pavement - Discussion of Proposed Striping Improvements and Approval of Design Task Order with Michael Baker International

Award of Construction Contract for Jimmy Durante Boulevard Bluff Stabilization Project
Consultant Contract and Scope of Work for Shores Park Master Plan
UP Program Financing Update on IBank Loan

XIV. CERTIFICATION

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 4th day of September, 2025 at approximately 4:15 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

9/4/2025
Date



**CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
AUGUST 18, 2025
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014
And via teleconference
1317 Irving Avenue, Colonial Beach, VA 22443**

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

CALL TO ORDER

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

ROLL CALL

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

CITY ATTORNEY CLOSED SESSION REPORT

None.

PLEDGE OF ALLEGIANCE

Councilmember Quirk led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS

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

- 1) Udo Wahn
- 2) Patricia Rose
- 3) Art Olson
- 4) Janet Wilson
- 5) Frank Chisari
- 6) Diana Kutlow

Mayor Gaasterland closed public oral communications.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS

None.

CITY MANAGER'S REPORT

City Manager Ashley Jones reported on the outcome of the City's 2025 Fuel Reduction Program which resulted in 19.66 tons of green waste and brush removal; upcoming Del Mar Recycles event being held on September 13, 2025, from 9:00 a.m.-12:00 p.m. in the lower parking lot of Shores Park; and Downtown power washing taking place August 25-27, 2025, in partnership with the Del Mar Village Association (DMVA) and Urban Corps of San Diego.

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 MAYOR GASTERLAND SECONDED BY DEPUTY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 1 THROUGH 10. (VOTE 4-0)

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

ITEM 1: APPROVAL OF MINUTES: JULY 7, 2025 REGULAR AND SPECIAL MEETING (CLERK’S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED AUGUST 18, 2025 (CLERK’S FILE NO. 201-3)

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

ITEM 4: APPROVAL OF TASK ORDER WITH MICHAEL BAKER INTERNATIONAL (MBI) FOR CITYWIDE CURBSIDE MANAGEMENT INVENTORY (CLERK’S FILE NO. 406-1)

Council questions focused on the City’s as-needed agreement with MBI; when the last engineering services Request for Proposals (RFP) process was last completed and timing for the next RFP process.

Council approved a \$135,500 Task Order with the City’s as-needed engineering consultant Michael Baker International (MBI) to conduct a citywide curbside management inventory of red curbs and available on-street parking along public streets in Del Mar; and authorized the City Manager to execute the Task Order, on consent.

ITEM 5: DISSOLUTION OF THE SHORES PARK MASTER PLAN ADVISORY COMMITTEE (CLERK’S FILE NO. 401-5)

Mayor Gaasterland opened public oral communications and Arthur Olson and Frank Chisari spoke. Mayor Gaasterland closed public oral communication.

Council questions focused on the timing for the Shores Park Master Planning effort and funding sources for the project.

Council adopted Resolution 2025-29, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, DISSOLVING THE SHORES PARK MASTER PLAN ADVISORY COMMITTEE,” formally dissolving the Shores Park Master Plan Advisory Committee, on consent.

ITEM 6: FINANCE COMMITTEE REAPPOINTMENT (CLERK'S FILE NO. 401-5)

Council reappointed Steven McDowell as a member to the Finance Committee to serve a second full three-year term effective September 1, 2025, and ending on September 30, 2028, on consent.

ITEM 7: ONE-YEAR EXTENSION OF DEL MAR FIRE STATION LEASE (CLERK'S FILE NO. 103-2, 406-1)

Council approved a 12-month extension of the City's lease with the California Department of General Services and 22nd District Agricultural Association for the Del Mar Fire Station through June 30, 2026; and authorized the City Manager to execute the lease extension, on consent.

ITEM 8: SECOND AMENDMENT TO AGREEMENT FOR CONTRACT PLANNING SERVICES (CLERK'S FILE NO. 406-1)

Council approved the Second Amendment to the Agreement between the City of Del Mar and Civic Solutions, Inc. for contract planning services to extend the term for an additional six-month period ending February 3, 2026, adjusted the fee schedule; and authorized the City Manager to execute the Second Amendment, on consent.

ITEM 9: WATER UTILITY SPECIALIST II COMPENSATION ADJUSTMENT (CLERK'S FILE NO. 502-1)

Council adopted Resolution 2025-30, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-2026 COMPENSATION PLAN FOR GENERAL EMPLOYEES TO CHANGE THE COMPENSATION FOR THE WATER UTILITY SPECIALIST II POSITION," amending the Fiscal Year 2025-2026 General Employee Compensation Plan to adjust the compensation for the Water Utility Specialist II position based on recent changes to the position's job duties, on consent.

ITEM 10: APPROVAL OF UPDATED PUBLIC FURNITURE DONATION (CLERK'S FILE NO. 1202-5)

Mayor Gaasterland opened public oral communications and Elias Campos representing the Del Mar Library spoke in support of the project. Mayor Gaasterland closed public oral communication. Council questions focused on the Rotary Club's work to refurbish the benches outside of the library.

Council adopted Resolution 2025-31, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA APPROVING UPDATES TO THE CITY'S PUBLIC FURNITURE DONATION PROGRAM," approving updates to the City's Public Furniture Donation Program, on consent.

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

City Council representatives reported on the Legislative Subcommittee and recent Mayors Symposium on Homelessness.

ADJOURNMENT

Mayor Gaasterland adjourned the meeting at 5:30 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk

DRAFT



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
AUGUST 25, 2025**

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

CALL TO ORDER

Mayor Terry Gaasterland called the meeting to order at 2:30 p.m.

ROLL CALL

Present: Mayor Terry Gaasterland; Deputy Mayor Tracy Martinez (arrived at 2:35 p.m.);
Councilmembers Dan Quirk and John Spelich

CLOSED SESSION

- A) Conference with Legal Counsel - Significant Exposure to Litigation
Number of Cases: Two
Description: 1) Seaside Ridge Project; and 2) LOSSAN Rail Realignment Project
Conflict Analysis
Authority: Government Code Section 54956.9(d)(2)
Reportable Action: None.

- B) Conference with Legal Counsel - Initiation of Litigation
Number of Cases: One
Description: Amicus Request- Supreme Court of The United States Petition for
Certiorari - City of Huntington Beach, et al. V. Newsom, et al, No. 23-3694 (Ninth
Circuit)
Authority: Government Code Section 54956.9(d)(4)
Reportable Action: None.

ADJOURNMENT

Mayor Gaasterland adjourned the meeting at 4:25 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk



LIST OF DEMANDS

CITY OF DEL MAR
for
City Council Meeting
September 8, 2025

Vendor Payment Checks	\$ 352,829.41
Voids	-
Electronic Fund Transfers (EFT)	951,481.87
Electronic Wires	324,445.03
Total	<u>\$ 1,628,756.31</u>

Approved by:

Marco Camacho
Finance Manager/Treasurer

Date: 9/3/25

Approved by:

Terry Gaasterland
Mayor

Date:

Attachments: Check Registers

Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4147	8/8/2025	irs01	IRS, UNITED STATES TREAS	Ben181214	8/8/2025	FEDERAL TAX: PAYMENT	49,576.02	49,576.02
		Voucher:	4147					
4148	8/8/2025	per01	PERS	Ben181216	8/8/2025	PERS CONTRIBUTIONS: PAYMEN	57,602.66	57,602.66
		Voucher:	4148					
4149	8/8/2025	edd01	EMPLOYMENT DEVELOPME	Ben181218	8/8/2025	STATE TAX: PAYMENT	13,617.26	13,617.26
		Voucher:	4149					
4150	8/8/2025	per02	PERS 457	Ben181220	8/8/2025	CALPERS 457 DEFERRED COMF	2,966.86	2,966.86
		Voucher:	4150					
4151	8/8/2025	ida01	IDAHO STATE TAX COMMISS	Ben181222	8/8/2025	IDAHO STATE TAX COMMISSION	231.64	231.64
		Voucher:	4151					
Sub total for GENERAL ACCOUNT US BANK:							123,994.44	

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
7069	8/8/2025	mis07	107413 STATE ST BANK & TF Ben181210	8/8/2025	401A PLAN: PAYMENT	555.16	555.16
		Voucher:	7069				
7070	8/8/2025	mis08	303845 STATE ST BANK & TF Ben181202	8/8/2025	MISSION SQUARE 457B: PAYMEI	10,663.72	10,663.72
		Voucher:	7070				
7071	8/8/2025	mis09	803808 STATE ST BANK & TF Ben181212	8/8/2025	RETIREMENT HEALTH SAVINGS	743.52	743.52
		Voucher:	7071				
7072	8/8/2025	uni21	DEL MAR CITY EMPLOYEES Ben181204	8/8/2025	DMCEA DUES: PAYMENT	286.00	286.00
		Voucher:	7072				
7073	8/8/2025	nat15	NATIONAL BENEFIT SERVICE Ben181208	8/8/2025	SEC. 125 FLEXIBLE SAVINGS AC	1,672.86	1,672.86
		Voucher:	7073				
7074	8/8/2025	par21	U.S. BANK PARS FFC 674602 Ben181206	8/8/2025	PUBLIC AGENCY RETIREMENT S	5,349.88	5,349.88
		Voucher:	7074				
Sub total for EFT GENERAL ACCOUNT US BANK:							19,271.14

11 checks in this report.

Grand Total All Checks: 143,265.58



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7075	8/13/2025 Voucher:	coa21 7075	COAST NEWS GROUP	00157321	6/6/2025	AD - PUBLIC HEARING	147.25
				00157398	6/6/2025	AD - PUBLIC HEARING	124.00
				00157315	6/6/2025	AD - PUBLIC HEARING	120.13
				00157402	6/6/2025	AD - ORDIN INTRO	77.50
				00157403	6/6/2025	AD - ORDIN INTRO	62.00
7076	8/13/2025 Voucher:	ips02 7076	IPS GROUP INC	INV111403	5/31/2025	PRKG MTR TRANS FEE MAY	3,917.29
				INV112583	6/30/2025	PRKG MTR TRANS FEE JUN	3,770.78
				INV110291	4/30/2025	PRKG MTR TRANS FEE APR	3,535.14
				INV107602	2/28/2025	PRKG MTR TRANS FEE FEB	3,010.34
				INV109664	4/7/2025	BATTERY PACK ASSMBLY	1,957.50
				INV109749	4/14/2025	PRKG MTR PAPER ROLLS	1,392.00
Sub total for EFT GENERAL ACCOUNT US BANK:							18,113.93

Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140009	8/13/2025	bro19	BROTHERS PEST WORKS IN 1813723559	6/24/2025	BEE REMOVAL JUN	200.00	200.00
		Voucher: 140009					
140010	8/13/2025	Inc01	L.N. CURTIS & SONS INV1007731	6/26/2025	UNIFORMS FIRE	11,068.03	11,068.03
		Voucher: 140010					
140011	8/13/2025	sai01	SAINT PETER'S EPISCOPAL 08062025	8/6/2025	JAN/JUN METER REV SHARE	15,350.55	15,350.55
		Voucher: 140011					
140012	8/13/2025	sig07	SIGTRONICS CORPORATION S07627	6/26/2025	HEADSETS FIRE	2,116.97	2,116.97
		Voucher: 140012					
140013	8/13/2025	usb03	US BANK CORP PYMT SYST 4246-0446-7414-2	6/22/2025	US BANK CHARGES JUN	18,142.45	18,142.45
		Voucher: 140013					
140014	8/13/2025	ver12	VERIZON 73410845	7/20/2025	TELEPHONE JUN	128.54	128.54
		Voucher: 140014					
Sub total for GENERAL ACCOUNT US BANK:							47,006.54

8 checks in this report.

Grand Total All Checks: 65,120.47



Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7077	8/13/2025	22n01	22ND DISTRICT AGRICUL	13819	7/15/2025	CLAIM REIMBURSEMENT	1,268.53	1,268.53
		Voucher: 7077						
7078	8/13/2025	ace02	ACE UNIFORMS LLC	VS0129328	7/23/2025	UNIFORMS FIRE	402.03	
		Voucher: 7078		SD0232620	7/22/2025	UNIFORMS FIRE	199.33	
				SD0234047	8/1/2025	UNIFORMS CS	66.78	
				SD0232118	7/17/2025	UNIFORMS CS	59.72	
				SD0233686	7/30/2025	UNIFORMS FIRE	39.86	767.72
7079	8/13/2025	kay01	ADAM KAYE	JUL-25	7/31/2025	COMM SRVCS JUL	3,975.00	3,975.00
		Voucher: 7079						
7080	8/13/2025	cal81	CALLTOWER INC	202656354	7/25/2025	TELEPHONE AUG	278.01	278.01
		Voucher: 7080						
7081	8/13/2025	sun07	CENTRALSQUARE TECH	443961	8/5/2025	TRAKIT ANNUAL MTC/SUBS F	8,757.26	8,757.26
		Voucher: 7081						
7082	8/13/2025	civ02	CIVIC SOLUTIONS INC	106719	8/5/2025	CONSULTING SRVCS JUL	14,000.00	
		Voucher: 7082		106720	8/5/2025	CONSULTING SRVCS JUL	158.00	14,158.00
7083	8/13/2025	coa21	COAST NEWS GROUP	00158080	8/1/2025	AD - LEGAL NOTICE	310.00	
		Voucher: 7083		00158000	7/25/2025	AD - LEGAL NOTICE	310.00	620.00
7084	8/13/2025	cor07	CORODATA RECORDS M	RS7100746	7/31/2025	STORAGE SRVCS JUL	166.98	166.98
		Voucher: 7084						
7085	8/13/2025	cor15	CORONADO MOBILE STC	AUG-25	8/1/2025	STORAGE CONTRS AUG	255.00	255.00
		Voucher: 7085						
7086	8/13/2025	cor22	CORVEL CORPORATION	1864235	7/19/2025	ADMIN FEE FY26	10,240.00	
		Voucher: 7086		18666640/46	7/31/2025	WC SRVCS - JUL	2,364.42	
				1864672	7/21/2025	MED MAINT - JUL	256.00	12,860.42
7087	8/13/2025	del31	DELL MARKETING L.P., C,	10827879031	7/29/2025	COMPUTER MAINT CS	904.09	904.09
		Voucher: 7087						
7088	8/13/2025	dix01	DIXIELINE LUMBER CO	06-0607736	6/26/2025	OPERATING SUPP PW	103.80	
		Voucher: 7088		06-0607772	7/23/2025	OPERATING SUPP PW	73.59	
				06-0607959	7/24/2025	MAINT/REPAIR SUPP PW	51.50	228.89
7089	8/13/2025	fer07	FERGUSON ENTERPRISE	0886008	7/16/2025	WATER METER PARTS	4,660.92	4,660.92
		Voucher: 7089						
7090	8/13/2025	ips02	IPS GROUP INC	INV113727	7/31/2025	PRKG MTR TRANS FEE JUL	4,153.94	
		Voucher: 7090		INV113369	7/30/2025	PRKG MTR PAPER ROLLS	1,435.50	5,589.44

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7091	8/13/2025	mic11	MICHAEL BAKER INTERN. 1255476	7/23/2025	CITY ENGR MGR PW	29,098.38	29,098.38
		Voucher: 7091					
7092	8/13/2025	mik03	MIKHAIL OGAWA ENGINE 12129	8/3/2025	SAN DIEGUITO TMDL JUL	2,614.09	
		Voucher: 7092	12128	8/3/2025	CLEAN WATER SRVCS JUL	18,858.74	21,472.83
7093	8/13/2025	pit01	PITNEY BOWES GLOBAL 3107259145	6/10/2025	EQUIP RENTAL 4/30 - 7/29	974.94	974.94
		Voucher: 7093					
7094	8/13/2025	pru01	PRUDENTIAL OVERALL S 132326684	7/25/2025	UNIFORMS PW - 7/25	50.77	
		Voucher: 7094	132326682	7/25/2025	MATS PW - 7/25	15.47	
			132326683	7/25/2025	SHOP TOWELS PW - 7/25	4.41	70.65
7095	8/13/2025	red04	REDFLEX TRAFFIC SYSTI INV0105017	7/31/2025	RED LIGHT CAMERA JUL	5,283.00	5,283.00
		Voucher: 7095					
7096	8/13/2025	tow05	TOWNSEND PUBLIC AFF/ 23818	8/1/2025	LEGISLATIVE SRVCS AUG	4,000.00	4,000.00
		Voucher: 7096					
Sub total for EFT GENERAL ACCOUNT US BANK:							115,390.06

Bank : gusbnk GENERAL ACCOUNT US BANF

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
8112	8/11/2025	wes32	WESTPAC BANK	1478	7/22/2025	RESCUE BOAT LFGRDS	12,405.00	12,405.00
		Voucher: 8112						
140015	8/13/2025	aai01	AAIR PURIFICATION SYS	24584	7/28/2025	HOSE REPAIR FIRE	441.68	441.68
		Voucher: 140015						
140016	8/13/2025	sbc03	AT&T	9391065056	7/27/2025	TELEPHONE JUL	30.03	
		Voucher: 140016		9391065055	7/27/2025	TELEPHONE JUL	30.02	60.05
140017	8/13/2025	car30	CARSTENS, BLACK & MIN	35066	8/7/2025	LOSSAN SRVCS JUL	2,835.00	2,835.00
		Voucher: 140017						
140018	8/13/2025	cin02	CINTAS	5283065313	7/28/2025	FIRST AID KIT SUPPLIES CH	115.44	115.44
		Voucher: 140018						
140019	8/13/2025	coa10	COASTAL LIVESCAN SER	43516	7/31/2025	LIVESCAN SRVCS JUL	62.00	62.00
		Voucher: 140019						
140020	8/13/2025	cos04	CO'S TRAFFIC CONTROL	00182411	7/7/2025	TRAFF/PKG SIGNS 7/4	5,609.75	5,609.75
		Voucher: 140020						
140021	8/13/2025	cou16	COUNTY OF SAN DIEGO	26CTOFDMM01	8/1/2025	RADIO MAINT LFGRD	1,342.06	
		Voucher: 140021		26CTOFDMC01	8/1/2025	RCS PAGING SRVCS - JUL	70.00	1,412.06
140022	8/13/2025	dun02	DUNN-EDWARDS PAINTS	2082A30736	8/1/2025	PAINT SUPPLIES CS	326.31	326.31
		Voucher: 140022						
140023	8/13/2025	fis12	FISHER INTEGRATED INC	2270	8/4/2025	VIDEO STREAMING JUL	550.00	550.00
		Voucher: 140023						
140024	8/13/2025	fre07	FREE FLIGHT	08042025	8/4/2025	COMM SUPP PROG FY26	5,000.00	5,000.00
		Voucher: 140024						
140025	8/13/2025	ats01	GARDA CL WEST LOCKB	10823085	8/1/2025	ARMORED SRVCS AUG	732.69	732.69
		Voucher: 140025						
140026	8/13/2025	req02	GOVERNMENT TRAINING	18194	8/7/2025	EMP RELATIONS CONSORT F	740.00	740.00
		Voucher: 140026						
140027	8/13/2025	gra36	GRAY, PETER	08042025	8/4/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher: 140027						
140028	8/13/2025	hub05	HUBBELL, DAVIS	08072025	8/7/2025	ADMIN CITATION REFUND	312.75	312.75
		Voucher: 140028						
140029	8/13/2025	kin02	KING GRAPHICS	50673	8/5/2025	UNIFORMS CS	400.00	400.00
		Voucher: 140029						
140030	8/13/2025	kra10	KRATZ TRUCK AND TIRE	41092	7/7/2025	FIRE ENGINE MAINT JUL	187.50	187.50
		Voucher: 140030						

Bank : gusbnk GENERAL ACCOUNT US BANF (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140031	8/13/2025	mar54	MARTIN, DAVID	07232025	7/23/2025	APPLICATION REFUND	1,114.72	1,114.72
		Voucher: 140031						
140032	8/13/2025	met10	METRO WASTEWATER JF 385		7/3/2025	METRO JPA ANN BUDG FY26	170.00	170.00
		Voucher: 140032						
140033	8/13/2025	mun12	MUNICIPAL RESOURCE C 250817		8/8/2025	DM LEADERSHIP DIAGNOSTI	10,300.00	10,300.00
		Voucher: 140033						
140034	8/13/2025	boh02	NANCY K. BOHL INC. DBA INV105640		8/4/2025	EAP SERVICES AUG	390.00	390.00
		Voucher: 140034						
140035	8/13/2025	con17	OCCUPATIONAL HEALTH 87545500		7/22/2025	EMPLOYEE TESTING JUL	126.00	126.00
		Voucher: 140035						
140036	8/13/2025	san138	SAN DIEGO ELEVATOR & 10429		7/28/2025	ELEVATOR MAINT JUL	200.00	200.00
		Voucher: 140036						
140037	8/13/2025	sdq02	SAN DIEGO GAS & ELECT	0081 7377 2988	8/6/2025	UTILITIES JUL	8,888.72	
		Voucher: 140037		0066 5491 6833	8/6/2025	UTILITIES JUL	4,440.51	
				2100 0065 8024	8/6/2025	UTILITIES JUL	664.55	
				0067 3735 0888	8/6/2025	UTILITIES JUL	333.31	
				0012 6209 1548	7/31/2025	UTILITIES JUL	129.71	
				0085 7750 3585	8/6/2025	UTILITIES JUL	20.60	14,477.40
140038	8/13/2025	san112	SAN DIEGO HUMANE SOC	AUG-25	8/1/2025	ANIMAL SRVCS AUG	4,388.00	4,388.00
		Voucher: 140038						
140039	8/13/2025	sig12	SIGNA DIGITAL SOLUTION	AR-S331985	7/25/2025	QTRLY COPIER CH	2,999.02	2,999.02
		Voucher: 140039						
140040	8/13/2025	sta36	STANDARD PLUMBING SI	YZFZ34	7/24/2025	WATER METER PARTS	818.34	
		Voucher: 140040		YZPW45	7/28/2025	WATER METER PARTS	529.02	1,347.36
140041	8/13/2025	uni25	STAXUP - UNITS LLC	19256	8/5/2025	STORAGE CS AUG	289.85	289.85
		Voucher: 140041						
140042	8/13/2025	t-mo01	T-MOBILE USA INC	980755647	7/21/2025	TELEPHONE JUL	12.10	12.10
		Voucher: 140042						
140043	8/13/2025	usb03	US BANK CORP PYMT SY	4246-0445-5565	7/22/2025	US BANK CHARGES JUL	31,421.93	31,421.93
		Voucher: 140043						
140044	8/13/2025	ver03	VERIZON WIRELESS	872374736-0000	7/18/2025	TELEPHONE JUL	227.90	
		Voucher: 140044		542070053-0000	7/20/2025	TELEPHONE JUL	167.94	395.84
140045	8/13/2025	wax02	WAXIE'S ENTERPRISES, I	83398507	7/29/2025	JANITORIAL SUPPLIES	1,597.16	
		Voucher: 140045		83391050	7/25/2025	JANITORIAL SUPPLIES	194.58	1,791.74

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>	
140046	8/13/2025	you09 Voucher: 140046	YOUNG, NANCY	08042025	8/4/2025	PHCC EVENT REFUND	800.00	800.00
Sub total for GENERAL ACCOUNT US BANK:							102,214.19	

53 checks in this report.

Grand Total All Checks: 217,604.25

8/13/2025 PS

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7097	8/13/2025	ace02	ACE UNIFORMS LLC	VS0129353	7/24/2025	UNIFORMS FIRE FY25	1,127.92	1,127.92
		Voucher:	7097					
7098	8/13/2025	cor22	CORVEL CORPORATION	1864751	7/21/2025	FNOL FEES - JUN	111.00	111.00
		Voucher:	7098					
7099	8/13/2025	del14	DEL MAR VILLAGE ASSOCIA	02	8/1/2025	DMVA AGRMNT JUN	30,917.85	30,917.85
		Voucher:	7099					
7100	8/13/2025	dev02	DEVANEY PATE MORRIS & C	10683	7/15/2025	LEGAL FEES JUN	12,468.40	
		Voucher:	7100	10480	5/15/2025	LEGAL FEES APRIL	2,757.20	
				10437	5/9/2025	LEGAL FEES APR	1,073.60	
				10439	5/9/2025	LEGAL FEES APRIL	317.20	16,616.40
7101	8/13/2025	nce01	NORTH COUNTY EVS INC	8988	6/24/2025	FIRE ENGINE MAINT	14,857.58	
		Voucher:	7101	8991	6/26/2025	FIRE ENGINE MAINT	13,666.86	28,524.44
Sub total for EFT GENERAL ACCOUNT US BANK:								77,297.61

Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140047	8/13/2025	sol01	CITY OF SOLANA BEACH	221063	6/30/2025	FIRE RESOURCE POOL Q3/Q4 S	6,018.20
	Voucher:	140047	07282025-3	7/28/2025	OFF TRACK MARCH	1,453.96	
			07282025-5	7/28/2025	OFF TRACK MAY	1,269.40	
			07282025-6	7/28/2025	OFF TRACK JUNE	1,238.86	
			07282025-4	7/28/2025	OFF TRACK APRIL	1,008.29	
			221060	6/30/2025	FIRE MGMT SVCS SB	858.00	11,846.71
140048	8/13/2025	san20	SAN DIEGUITO RIVER PARK	07282025-3	7/28/2025	OFF TRACK MARCH	726.98
	Voucher:	140048	07282025-5	7/28/2025	OFF TRACK MAY	634.70	
			07282025-6	7/28/2025	OFF TRACK JUNE	619.43	
			07282025-4	7/28/2025	OFF TRACK APRIL	504.14	2,485.25
Sub total for GENERAL ACCOUNT US BANK:							14,331.96

7 checks in this report.

Grand Total All Checks: 91,629.57



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7102	8/19/2025	ace02	ACE UNIFORMS LLC	VS0129263	7/21/2025	UNIFORMS FIRE	20.05	20.05
	Voucher:	7102						
7103	8/19/2025	coa21	COAST NEWS GROUP	00158094	8/1/2025	AD - PUBLIC HEARING	248.00	
	Voucher:	7103		00158093	8/1/2025	AD - PUBLIC HEARING	220.88	468.88
7104	8/19/2025	dix01	DIXIELINE LUMBER CO	06-0609073	8/4/2025	OPERATING SUPP CS	507.39	
	Voucher:	7104		06-0608993	8/4/2025	OPERATING SUPP PW	116.03	
				06-0608283	7/29/2025	WATER METER PARTS	21.57	
				06-0608528	7/30/2025	WATER METER PARTS	15.69	
				06-0608321	7/29/2025	WATER METER PARTS	13.94	
				06-0608977	8/4/2025	MAINT/REPAIR SUPP PW	1.96	676.58
7105	8/19/2025	duk01	DUDEK & ASSOCIATES	202505254	7/7/2025	SD LAGOON ENGR SRVCS APR/I	17,188.28	
	Voucher:	7105		202505253	7/7/2025	SD LAGOON ENGR SRVCS MAR/I	2,148.30	19,336.58
7106	8/19/2025	joh30	JOHNSON CONTROLS FIRE,	24871540	8/1/2025	ALARM LIBRARY SEP/NOV	258.17	258.17
	Voucher:	7106						
7107	8/19/2025	kle01	KLEINFELDER	1542095	7/24/2025	CDM BRIDGE JUN	112,081.88	112,081.88
	Voucher:	7107						
7108	8/19/2025	ful01	KURT MORGAN	44091	8/11/2025	BUSINESS CARDS	102.00	102.00
	Voucher:	7108						
7109	8/19/2025	man12	MANERI TRAFFIC CONTROL	24028	7/31/2025	STOP SIGN REFLECTORS	734.79	
	Voucher:	7109		24025	7/31/2025	STREET MAINT PW	265.35	1,000.14
7110	8/19/2025	mic11	MICHAEL BAKER INTERNATI	1256998	8/6/2025	CITY ENGR SRVCS JUL	21,954.01	21,954.01
	Voucher:	7110						
7111	8/19/2025	opt03	OPTIMIZED INVESTMENT PA	1449	8/12/2025	INVSTMT SRVCS JUL	2,722.54	2,722.54
	Voucher:	7111						
7112	8/19/2025	uni03	SAN DIEGO - UNION TRIBUN	0011728690	4/30/2025	AD - INTENT TO ADOPT	935.40	935.40
	Voucher:	7112						
7113	8/19/2025	sca12	SCA OF CA LLC	CA25001064	7/30/2025	SWEEPING SRVCS JUL	2,868.10	2,868.10
	Voucher:	7113						
7114	8/19/2025	bny01	THE BANK OF NY MELLON T	034897	8/6/2025	OCEAN VIEW BOND PYMT	51,225.00	51,225.00
	Voucher:	7114						
7115	8/19/2025	tru09	TRUE NORTH COMPLIANCE	DM25-07	8/8/2025	BLDG CODE PC INSP JUL	41,410.74	41,410.74
	Voucher:	7115						

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7116	8/19/2025	uti01	UTILITY SPECIALISTS INC	30158	7/31/2025	UP - 1B STRATFORD N JUN	18,792.75
	Voucher:	7116	30159	7/31/2025	UP - 1A STRATFORD S JUN	14,322.50	
			30161	7/31/2025	UP - 1A STRATFORD REIMB JUN	218.40	
			30160	7/31/2025	UP - 1B STRATFORD N REIMB JL	18.20	33,351.85
7117	8/19/2025	wex01	WEX BANK	0496-00-496530-7	8/6/2025	GAS & OIL PW	4,308.60
	Voucher:	7117	0496-00-495760-1	8/6/2025	GAS & OIL FIRE - JUL	1,259.58	5,568.18
7118	8/19/2025	gan04	WILLIAM GANDER, DBA RES	DM-RT20250805	8/5/2025	SOLAR MONITORING JUL	200.00
	Voucher:	7118					200.00
Sub total for EFT GENERAL ACCOUNT US BANK:							294,180.10

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140049	8/19/2025	air01	AIRGAS USA LLC	9163334038	7/26/2025	MULTIPROCESS WELDER	3,328.84	3,328.84
		Voucher:	140049					
140050	8/19/2025	air10	AIRX UTILITY SURVEYORS,	24169	5/1/2025	1B STRATFORD N 20B	11,206.25	11,206.25
		Voucher:	140050					
140051	8/19/2025	sbc03	AT&T	9391059863	8/1/2025	TELEPHONE JUL	666.54	666.54
		Voucher:	140051					
140052	8/19/2025	azt02	AZTEC LANDSCAPING INC, I	J2132	7/31/2025	JANITORIAL SRVCS CH - JUL	2,564.00	
		Voucher:	140052	J2125	7/28/2025	JANITORIAL SUPPLIES	1,491.05	
				J2133	7/31/2025	JANITORIAL SRVCS PW JUL	501.00	
				J2124	7/28/2025	JANITORIAL SUPPLIES	180.19	4,736.24
140053	8/19/2025	bab03	BABCOCK LABORATORIES,	CH50146-10666	8/4/2025	WATER TESTING	575.00	575.00
		Voucher:	140053					
140054	8/19/2025	dat05	DATEL SYSTEMS INCORPOF	SI500028	8/11/2025	OUTDOOR HORN CS	1,402.88	1,402.88
		Voucher:	140054					
140055	8/19/2025	lee01	DCL ENTERPRISES INC DBA	0000096571	7/29/2025	REPAIRS PHCC	1,139.94	1,139.94
		Voucher:	140055					
140056	8/19/2025	del06	DEL MAR AUTOMOTIVE SER	50480	8/5/2025	VEH MAINT #75 PW	470.25	470.25
		Voucher:	140056					
140057	8/19/2025	Inc01	L.N. CURTIS & SONS	INV976158	8/5/2025	FIRE HOSES	11,068.03	11,068.03
		Voucher:	140057					
140058	8/19/2025	ros18	ROSEN, ERIC	08112025	8/11/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher:	140058					
140059	8/19/2025	rus01	RUSTY DEL MAR	081625	8/18/2025	UNIFORMS CS	1,305.00	1,305.00
		Voucher:	140059					
140060	8/19/2025	san107	SAN DIEGO DIVERS	5877	8/5/2025	DIVE SUPPLIES - CS	65.61	
		Voucher:	140060	5901	8/7/2025	DIVE EQUIP MAINT CS	12.75	78.36
140061	8/19/2025	sdg02	SAN DIEGO GAS & ELECTRI	0066 5392 2766 7	8/6/2025	UTILITIES JUL	1,535.41	
		Voucher:	140061	0069 0908 1676 1	8/6/2025	UTILITIES JUL	404.87	
				0099 5222 5392 9	8/4/2025	UTILITIES JUL	18.41	
				0066 5491 5032 1	8/4/2025	UTILITIES JUL	13.37	1,972.06
140062	8/19/2025	sig12	SIGNA DIGITAL SOLUTIONS	41614963	8/12/2025	COPIER CH AUG	812.64	812.64
		Voucher:	140062					
140063	8/19/2025	sou08	SOUTHWEST SIGNAL SERVI	84432	7/31/2025	TRAFFIC SIGNAL MAINT - JUL	490.42	
		Voucher:	140063	84433	7/31/2025	TRAFFIC SIGNAL REPAIRS	186.78	
				84434	7/31/2025	TRAFFIC SIGNAL REPAIR	127.15	804.35

Bank : qusbk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140064	8/19/2025	ter11	TERMINIX COMMERCIAL	462467624	8/5/2025	PEST CONTROL CS - AUG	128.26
	Voucher:	140064		462469774	8/5/2025	PEST CONTROL LIBRARY - AUG	113.26
				462467660	8/5/2025	PEST CONTROL PHCC - AUG	109.18
				462468795	8/5/2025	PEST CONTROL CH - AUG	159.00
							509.70
140065	8/19/2025	uli02	ULINE	196185618	8/4/2025	OPERATING SUPP PW	222.13
	Voucher:	140065					222.13
140066	8/19/2025	und01	UNDERGROUND SERVICE A	720250237	8/1/2025	UNDERGRND SRVCS - JUL	172.00
	Voucher:	140066		25-260186	8/1/2025	CA STATE FEES - FY26	67.58
							239.58
140067	8/19/2025	vev01	VEVAINA, LOREN	08112025	8/11/2025	PHCC EVENT REFUND	800.00
	Voucher:	140067					800.00
140068	8/19/2025	wax02	WAXIE'S ENTERPRISES, LLC	83416974	8/6/2025	JANITORIAL SUPPLIES	1,941.46
	Voucher:	140068					1,941.46
Sub total for GENERAL ACCOUNT US BANK:							44,079.25

37 checks in this report.

Grand Total All Checks: 338,259.35



Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4152	8/22/2025	irs01	IRS, UNITED STATES TREAS	Ben181464	8/22/2025	FEDERAL TAX: PAYMENT	45,560.51	45,560.51
		Voucher:	4152					
4153	8/22/2025	per01	PERS	Ben181466	8/22/2025	PERS CONTRIBUTIONS: PAYMEN	57,259.67	57,259.67
		Voucher:	4153					
4154	8/22/2025	edd01	EMPLOYMENT DEVELOPME	Ben181468	8/22/2025	STATE TAX: PAYMENT	12,661.74	12,661.74
		Voucher:	4154					
4155	8/22/2025	per02	PERS 457	Ben181470	8/22/2025	CALPERS 457 DEFERRED COMF	2,966.86	2,966.86
		Voucher:	4155					
4156	8/22/2025	ida01	IDAHO STATE TAX COMMISS	Ben181472	8/22/2025	IDAHO STATE TAX COMMISSION	223.10	223.10
		Voucher:	4156					
Sub total for GENERAL ACCOUNT US BANK:							118,671.88	

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
7119	8/22/2025	mis07	107413 STATE ST BANK & TF Ben181460	8/22/2025	401A PLAN: PAYMENT	555.16	555.16
		Voucher:	7119				
7120	8/22/2025	mis08	303845 STATE ST BANK & TF Ben181452	8/22/2025	MISSION SQUARE 457B: PAYMEI	10,377.79	10,377.79
		Voucher:	7120				
7121	8/22/2025	mis09	803808 STATE ST BANK & TF Ben181462	8/22/2025	RETIREMENT HEALTH SAVINGS	743.52	743.52
		Voucher:	7121				
7122	8/22/2025	uni21	DEL MAR CITY EMPLOYEES Ben181454	8/22/2025	DMCEA DUES: PAYMENT	286.00	286.00
		Voucher:	7122				
7123	8/22/2025	nat15	NATIONAL BENEFIT SERVICE Ben181458	8/22/2025	SEC. 125 FLEXIBLE SAVINGS AC	1,672.86	1,672.86
		Voucher:	7123				
7124	8/22/2025	par21	U.S. BANK PARS FFC 674602 Ben181456	8/22/2025	PUBLIC AGENCY RETIREMENT S	4,440.55	4,440.55
		Voucher:	7124				
Sub total for EFT GENERAL ACCOUNT US BANK:							18,075.88

11 checks in this report.

Grand Total All Checks: 136,747.76



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7125	8/27/2025	ace02	ACE UNIFORMS LLC	SD0235313	8/13/2025	UNIFORMS FIRE	398.65	398.65
		Voucher:	7125					
7126	8/27/2025	phi01	CLEAN EARTH	72404314181	4/25/2025	HSHLD HAZ WASTE OCT	191.48	
		Voucher:	7126	72404364638	8/5/2025	HSHLD HAZ WASTE JUL	114.70	306.18
7127	8/27/2025	coa21	COAST NEWS GROUP	00158267	8/15/2025	AD - JDB BLUFF BIDS	317.75	317.75
		Voucher:	7127					
7128	8/27/2025	del31	DELL MARKETING L.P., C/O I	10831920312	8/20/2025	NEW LAPTOP	869.88	869.88
		Voucher:	7128					
7129	8/27/2025	dix01	DIXIELINE LUMBER CO	06-0610869	8/15/2025	OPERATING SUPP CS	419.26	
		Voucher:	7129	06-0609602	8/7/2025	OPERATING SUPP PW	131.67	
				06-0601581	6/5/2025	TOOL/EQUIP FIRE	29.32	
				06-0607033	7/17/2025	OPERATING SUPP FIRE	7.62	587.87
7130	8/27/2025	hel04	HELIX ENVIRONMENTAL PL	129169	7/25/2025	RIVER PATH EXT PHASE 3 JUL	550.00	550.00
		Voucher:	7130					
7131	8/27/2025	kle01	KLEINFELDER	1545713	8/8/2025	CDM BRIDGE JUL	37,576.06	37,576.06
		Voucher:	7131					
7132	8/27/2025	lif01	LIFE-ASSIST	1630526	8/21/2025	AMBULANCE SUPP FIRE	391.50	391.50
		Voucher:	7132					
7133	8/27/2025	nat21	NATIONWIDE MEDICAL/SUR	IN46557	7/28/2025	AMBULANCE SUPP FIRE	89.39	89.39
		Voucher:	7133					
7134	8/27/2025	pac28	PACIFIC MOBILE STRUCTUF	INV-00472000	9/1/2025	MOBILE OFFICE PW SEP	246.75	246.75
		Voucher:	7134					
7135	8/27/2025	pru01	PRUDENTIAL OVERALL SUP	132329006	8/8/2025	UNIFORMS PW - 8/8	51.82	
		Voucher:	7135	132329004	8/8/2025	MATS PW - 8/8	15.47	
				132329005	8/8/2025	SHOP TOWELS PW - 8/8	4.41	71.70
7136	8/27/2025	san03	SAN DIEGO COUNTY WATEF	0725-2	8/11/2025	RAW WATER JUL	309,357.20	309,357.20
		Voucher:	7136					
7137	8/27/2025	bny01	THE BANK OF NY MELLON T	034897	8/6/2025	OCEAN VIEW BOND PYMT	51,225.00	51,225.00
		Voucher:	7137					
7138	8/27/2025	uti01	UTILITY SPECIALISTS INC	30163	7/31/2025	UP - X1A CREST CNYN JUN	5,000.00	
		Voucher:	7138	30157	7/31/2025	UP - X1A CREST CNYN JUN	644.50	5,644.50
7139	8/27/2025	wex01	WEX BANK	0496-00-496745-1	8/23/2025	GAS & OIL CS	1,241.20	1,241.20
		Voucher:	7139					

Sub total for EFT GENERAL ACCOUNT US BANK: 408,873.63

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140069	8/27/2025	adt02	ADT SECURITY SERVICES	1158571661	8/13/2025	ALARM 1700 COAST SEP/NOV	257.94
		Voucher: 140069		1158573457	8/13/2025	ALARM PW SEP	132.98
140070	8/27/2025	bec10	BECK, LISA	08252025	8/25/2025	PHCC EVENT REFUND	800.00
		Voucher: 140070					800.00
140071	8/27/2025	cou65	COUNTY OF SAN DIEGO, DE	DEH2016-FFPP-01	7/17/2025	COUNTY PERMIT CH	842.00
		Voucher: 140071					842.00
140072	8/27/2025	cou32	COUNTY OF SAN DIEGO, OF	HIRT-2026-005	8/15/2024	HIRT MBRSHF FY26	22,585.00
		Voucher: 140072		UDC-2026-004	8/15/2025	UDC MBRSHF FY26	786.50
140073	8/27/2025	cra15	CRAMER, SAEJIN	08252025	8/25/2025	PHCC EVENT REFUND	800.00
		Voucher: 140073					800.00
140074	8/27/2025	fer01	FERRELLGAS LP	1131019803	7/7/2025	PROPANE FIRE	177.14
		Voucher: 140074					177.14
140075	8/27/2025	fir01	FIRE ETC.	2025-254	8/21/2025	FIRE STATS PROG JUL	125.00
		Voucher: 140075					125.00
140076	8/27/2025	gor04	GORDY, RAINI	08192025	8/19/2025	CITATION REFUND	54.00
		Voucher: 140076					54.00
140077	8/27/2025	gov04	GOVCONNECTION, INC.	76785163	8/21/2025	CISCO MERAKI ANNUAL SUBS	2,255.39
		Voucher: 140077					2,255.39
140078	8/27/2025	gra35	GRANITE FINANCIAL SOLUT	IN100980-1	7/31/2025	DELL COMPUTERS	12,530.86
		Voucher: 140078					12,530.86
140079	8/27/2025	int09	GREGORY CONLEY, DBA IN1	481	8/10/2025	SCADA MAINT JUL	143.11
		Voucher: 140079					143.11
140080	8/27/2025	lie01	LIEBERT, CASSIDY WHITMO	302682	7/31/2025	LEGAL FEES JUL	3,793.50
		Voucher: 140080					3,793.50
140081	8/27/2025	neo01	MEOMORPH, INC	08252025	8/25/2025	PHCC EVENT REFUND	800.00
		Voucher: 140081					800.00
140082	8/27/2025	mun12	MUNICIPAL RESOURCE GRF	250829	8/12/2025	COACHING CLASS	5,875.00
		Voucher: 140082					5,875.00
140083	8/27/2025	por10	PORTABLE STORAGE CORP	168253	8/20/2025	STORAGE CS SEP	176.00
		Voucher: 140083					176.00
140084	8/27/2025	por05	PORTILLO CONCRETE INC	2505-2991-1	8/11/2025	ASPHALT REPAIRS	9,128.95
		Voucher: 140084		2505-2991	7/31/2025	ASPHALT REPAIRS	50,870.97
140085	8/27/2025	rec01	RECON ENVIRONMENTAL IN	71745	8/11/2025	STORM WTR/SEWER IMPVTS	728.75
		Voucher: 140085					728.75

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140086	8/27/2025	san107	SAN DIEGO DIVERS	6047	8/21/2025	DIVE EQUIP MAINT/RPR CS	501.88	501.88
		Voucher:	140086					
140087	8/27/2025	sdq02	SAN DIEGO GAS & ELECTRI	0092 4576 5583 8	8/13/2025	UTILITIES JUL	153.12	
		Voucher:	140087					
			0096 3381 7034 7	6/6/2025	UTILITIES MAY	21.38		
			0096 3381 7034 7	5/8/2025	UTILITIES APR	20.88		
			0096 3381 7034 7	8/6/2025	UTILITIES JUL	20.13		
			0096 3381 7034 7	7/8/2025	UTILITIES JUN	19.84		
			0097 5436 8967 5	8/6/2025	UTILITIES JUL	19.60		
			0053 7739 5442 0	8/6/2025	UTILITIES JUL	19.60		
			0053 7739 5442 0	7/8/2025	UTILITIES JUN	19.53		
			0053 7739 5442 0	6/6/2025	UTILITIES MAY	18.56		
			0097 5436 8967 5	7/8/2025	UTILITIES JUN	18.45		
			0053 7739 5442 0	4/8/2025	UTILITIES APR	17.87		
			0097 5436 8967 5	6/6/2025	UTILITIES MAY	17.63		
			0097 5436 8967 5	5/8/2025	UTILITIES APR	17.45		
			0096 3381 7034 7	4/15/2025	UTILITIES MAR	-60.53		
			0053 7739 5442 0	4/7/2025	UTILITIES MAR	-63.57		
			0097 5436 8967 5	4/7/2025	UTILITIES MAR	-64.19		195.75
140088	8/27/2025	sde01	SD ELECTRIC BIKE LLC, DB/	2830	8/4/2025	ELECT BIKE REPAIR/MAINT	129.31	
		Voucher:	140088					
				2859	8/4/2025	ELECT BIKE REPAIR/MAINT	100.13	229.44
140089	8/27/2025	shi03	SHI INTERNATIONAL CORP	B20003495	7/15/2025	MICROSOFT LICENSING	27,503.06	27,503.06
		Voucher:	140089					
140090	8/27/2025	sig12	SIGNA DIGITAL SOLUTIONS	41391521	7/12/2025	COPIER CH JUL	812.64	
		Voucher:	140090					
				41622166	8/12/2025	COPIER PW AUG	138.74	951.38
140091	8/27/2025	sig07	SIGTRONICS CORPORATION	156932	6/26/2025	HEADSETS FIRE	37.65	37.65
		Voucher:	140091					
140092	8/27/2025	ter01	TERMINIX INT CO LTD, PART	462604592	8/8/2025	PEST CONTROL PW - AUG	140.98	140.98
		Voucher:	140092					
140093	8/27/2025	the25	THE NATURE CONSERVANC	08182025	8/18/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher:	140093					
140094	8/27/2025	uli02	ULINE	196269517	8/6/2025	UNIFORMS PW	831.02	831.02
		Voucher:	140094					

Bank : qusbk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140095	8/27/2025	uni31	UNITED SITE SRVCS OF, CA	114-14104163	7/31/2025	PORTABLE RESTROOM -JUL	320.82	
	Voucher:	140095		114-14100707	7/24/2025	PORTABLE RESTROOM - JUL	265.25	
				114-14091911	7/8/2025	PORTABLE RESTROOM - JUL	6,697.80	
				114-14100705	7/24/2025	PORTABLE RESTROOM - JUL	1,450.85	
				114-14100708	7/24/2025	PORTABLE RESTROOM - JUL	565.25	9,299.97
140096	8/27/2025	wax02	WAXIE'S ENTERPRISES, LLC	83441059	8/15/2025	JANITORIAL SUPPLIES	2,488.73	
	Voucher:	140096		83430753	8/12/2025	JANITORIAL SUPPLIES	439.40	2,928.13
140097	8/27/2025	act03	WILLIAMS SCOTSMAN INC	9024377639	8/15/2025	MOBILE OFFICE PW SEP	156.12	156.12
	Voucher:	140097						
140098	8/27/2025	woo10	WOODY, LINDA	08192025	8/19/2025	PHCC EVENT REFUND	930.00	930.00
	Voucher:	140098						
Sub total for GENERAL ACCOUNT US BANK:							157,368.47	

45 checks in this report.

Grand Total All Checks: 566,242.10



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7140	8/28/2025	lif06	GEN DIGITAL INC.	10010605119	8/15/2025	VOL LIFELOCK BENEFIT	135.92
	Voucher:	7140					135.92
7141	8/28/2025	leg04	LEGALACCESSPLANS USA,	1000178	8/1/2025	VOLUNTARY LEGALEASE INSUR	143.60
	Voucher:	7141					143.60
Sub total for EFT GENERAL ACCOUNT US BANK:							279.52

Bank : qusbk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
8113	8/28/2025	hea02	HEALTH NET	BFC29ASEP25	8/15/2025	HEALTH INS SEP	42,502.87	42,502.87
		Voucher: 8113						
8114	8/28/2025	kai01	KAISER PERMANENTE	475311843896	8/10/2025	HEALTH INS SEP	16,393.18	16,393.18
		Voucher: 8114						
8115	8/28/2025	mut01	MUTUAL OF OMAHA	001939492668	8/14/2025	AD&D LIFE B&D SEP	4,944.41	4,944.41
		Voucher: 8115						
8116	8/28/2025	pri11	PRINCIPAL FINANCIAL GROU	1003938-10001SE	8/17/2025	DENTAL/VISION INS SEP	5,479.25	5,479.25
		Voucher: 8116						
8117	8/28/2025	sun11	SUN LIFE ASSURANCE CO, (915639-0001SEP2	8/15/2025	FF LIFE INS SEP	54.00	54.00
		Voucher: 8117						
140099	8/28/2025	cap01	CAPF CA PUBLIC SAFETY AI	Ben181450	8/22/2025	CAPF: PAYMENT	234.00	234.00
		Voucher: 140099						
Sub total for GENERAL ACCOUNT US BANK:							69,607.71	

8 checks in this report.

Grand Total All Checks: 69,887.23





City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Michael D'Aquila, Facilities Manager
Kseniia Izgarskaia, Senior Management Analyst
Joe Bride, Public Works Director
Via Ashley Jones, City Manager

DATE: September 8, 2025

SUBJECT: First Amendment to Agreement with United Site Services of California, Inc.,
for Portable Restroom Services

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve the First Amendment to the Agreement (Agreement) between the City of Del Mar and United Site Services of California, Inc. (Attachment A) for Portable Restroom Services, extending the agreement term and amending the service fee schedule; and 2) Authorize the City Manager to execute the First Amendment.

DISCUSSION/ANALYSIS:

The City contracts for year-round portable restrooms at Shores Park, North Beach, and the 29th Street beach access. Additional portable restroom services are provided throughout the Beach Colony during summer holidays and special events. Providing portable restroom services helps promote public health, reduce the spread of bacteria and viruses, and increase public sanitation.

On November 1, 2022, the City entered into an Agreement with United Site Services of California, Inc. (Contractor) for portable restroom services for a three-year period, ending on November 1, 2025. Section 2.1 of the Agreement allows for a two-year extension to the Agreement upon approval of the parties and contingent upon satisfactory performance by the Contractor. During the term of the Agreement, the Contractor has provided quality portable restroom services and been responsive to the City's needs.

The Agreement service fees remained unchanged during the initial three-year term. The Contractor has requested a one-time 5% fee increase for the remaining term of the extended Agreement to account for increasing labor and materials costs.

City Council Action:

Staff recommends approving the requested fee increase and extending the Agreement for a two-year period through November 1, 2027. The original Agreement with United Services Site Services of California, Inc. is included as Attachment B for reference.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Costs for these services are approximately \$30,000 annually, sufficient funds for which are included in the approved Fiscal Year 2025-2026 and 2026-2027 Operating and Capital Budgets.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

- Attachment A – First Amendment to Agreement with United Site Services of California, Inc. for Portable Restroom Services
- Attachment B – Original Agreement with United Services Site Services of California, Inc.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEL MAR
AND UNITED SITE SERVICES OF CALIFORNIA, INC.
FOR PORTABLE RESTROOM SERVICES**

THIS FIRST AMENDMENT to the Agreement (First Amendment) is made and entered into effective the 2nd day of November, 2025, by and between the City of Del Mar, a Charter City and municipal corporation (“City”), and United Site Services of California, Inc. (“Contractor”) (collectively “Parties”).

RECITALS

WHEREAS, on November 1, 2022, the City and Contractor entered into an Agreement (Agreement), by which the City and Contractor established the terms and conditions for providing portable restroom services a three-year period terminating November 1, 2025; 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 Parties now desire to amend the fee schedule to include a 5% fee rate increase for the remaining term of the extended agreement, to account for increasing labor and materials costs; and

WHEREAS, the First Amendment is necessary in order to extend the term of the Agreement and to provide for an 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 November 1, 2022, and terminating November 1, 2027 (“Termination Date”) unless terminated earlier as set forth herein.

Section 2. Exhibit B to the Agreement (“Fee Schedule”) is hereby replaced by the new Exhibit B included with this First Amendment to provide for an increase to the fees for services and an additional contingency amount for unforeseen site conditions.

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

UNITED SITE SERVICES OF
CALIFORNIA, INC.

By: _____
Ashley Jones, City Manager

By: _____
Jeff Dunlop, Vice President

ATTEST:

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

APPROVED AS TO FORM:

By: _____
Leslie E. Devaney, City Attorney

EXHIBIT "B"
FEE SCHEDULE

A. Regular Scheduled Services

Contractor shall receive compensation for regular scheduled restroom services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished, installed, or constructed.

Item No.	Description	Annual Quantity (A)	Fee (B)	Annual Cost (A x B)
1	Shores Park (225 9 th Street): One (1) ADA Compliant restroom, serviced 2x per week			
	One-Time Delivery Fee	1	\$26.25	\$26.25
	Weekly Rental Fee	1 unit X 52 weeks = 52	\$15.75	\$819.00
	Service Charge (Includes Labor)	2x per week X 52 weeks = 104	\$26.25	\$2,730.00
Item 1 Subtotal:				\$3,575.25
2	North Beach (near 3200 Camino del Mar): Two (2) standard restrooms and one (1) ADA Compliant restroom, serviced 5x per week			
	One-Time Delivery Fee	1	\$78.75	\$78.75
	Weekly Rental Fee	3 units X 52 weeks = 156	\$10.50 per STD \$15.75 per ADA	\$1,911.00
	Service Charge (Includes Labor)	3 units X 5x per week X 52 weeks = 780	\$21.00 per STD \$26.25 per ADA	\$17,745.00
Item 2 Subtotal:				\$19,734.75
3	Beach Access at End of 29th Street: One (1) ADA Compliant restroom, serviced 5x per week			
	One-Time Delivery Fee	1	\$26.25	\$26.25
	Rental Fee	1 unit X 52 weeks = 52	\$15.75	\$819.00
	Service Charge	5x per week X 52 weeks = 260	\$26.25	\$6,825.00
Item 3 Subtotal:				\$7,670.25
Annual Grand Total:				\$30,980.25

Total annual cost for regular scheduled portable restroom services:

Thirty thousand nine hundred eighty and twenty-five _____ Dollars

B. Additional As-Needed Services

The City may request that the Contractor perform Emergency Response Work where a unit or unit(s) require service in advance of normal cleaning and maintenance schedule. The Contractor shall provide and maintain emergency service response of the City's facilities on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. Emergency Response Work shall be performed on a time and materials basis.

The City may also require units be delivered and services for special events and circumstances.

Contractor shall receive compensation for additional as-needed services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished, installed, or constructed.

Description	Fee
One-Time Delivery Fee	\$75.00 per unit
<u>Daily</u> Rental Fee (Includes Containment Plan)	STD: \$65.00 ADA: \$100.00
Service Charge per Occurrence (Includes Labor)	\$50.00

**AGREEMENT BETWEEN THE CITY OF DEL MAR
AND UNITED SITE SERVICES OF CALIFORNIA, INC.
FOR PORTABLE RESTROOM SERVICES**

This Agreement (“Agreement”) is made and entered into this 1st day of November, 2022 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and United Site Services of California, Inc. (“Contractor”) (collectively “Parties”).

WHEREAS, the City desires to employ a qualified firm to provide rental, delivery, removal, and maintenance services to portable public restrooms on a scheduled basis (“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 Contractor is qualified based on their experience and ability and willingness to perform the services desired by City; 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. SERVICES.

1.1 Scope of Services. The Contractor shall perform the 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 Contractor’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Contractor’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 Contractor and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a period of three (3) years beginning on November 1, 2022 and ending on November 1, 2025. The agreement may be extended for an additional two (2) year period, upon written approval of both parties.

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

2.2 Delay. Any delay occasioned by causes beyond the control of Contractor may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Contractor 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 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 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, Contractor 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 Contractor 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 Contractor 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 in accordance with the rates described in the Fee Schedule contained in **Exhibit "B"** and incorporated herein. 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.

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 is, for all purposes arising out of this Agreement, an independent Contractor. 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. Neither Contractor nor Contractor'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, Contractor 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. 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 Contractor, 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 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 Contractor under this Agreement shall be considered the property of City. Contractor 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. 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 Contractor’s liabilities, including but not limited to Contractor’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. Contractor 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 Contractor'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 **\$1,000,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3 Workers' Compensation. For all of the Contractor'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 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) 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 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. 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. Contractor 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 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 subcontractors 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. Contractor'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 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.

13. SUBCONTRACTORS.

13.1 The Contractor'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 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 on this Project 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.

13.3 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 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. 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 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. 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.

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 Contractor:
United Site Services of California, Inc.
Jeff Dunlop, Vice President
118 Flanders Rd.
Westborough, MA 01581
govteam@unitedsiteservices.com

16 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.

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 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.

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. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

19. COMPLIANCE WITH LAWS. The Contractor 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. Contractor shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Contractor to comply with any applicable Laws.

To the extent Contractor is required to comply with prevailing wage requirements, Contractor does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Contractor and any subcontractors 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 Contractors 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 Contractor, 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. 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 §§ 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.

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 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.

23. 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.

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

By: 
Ashley Jones, City Manager

UNITED SITE SERVICES OF CALIFORNIA,
INC., a California Corporation

By: 
Jeff Dunlop, Vice President

ATTEST:


Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:


Leslie E. Devaney, City Attorney

EXHIBIT "A" **SCOPE OF SERVICES**

A. General Description

1. The Contractor shall provide rental delivery, removal, and scheduled maintenance servicing of portable restrooms at City facilities and on-call during City special events and emergencies.
2. The Contractor shall provide and maintain emergency service response to portable restrooms placed at the facilities described in Section B on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.
3. The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain facilities in compliance with standards set by the City.
4. The Contractor shall be responsible for providing a safe work place, and complying with the standards and regulations set forth by the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or City risk management standards. Non-Compliance with standards and regulations may result in a deficiency or performance deduction.
5. The Contractor shall not represent the City in matters of policy or procedures under this contract nor make any reference to City policy or procedures. Contractor shall refer all questions or inquiries from the public regarding policy and procedures or terms and conditions of this contract to the City.

B. City Facilities

The facilities to be serviced are as follows:

1. Shores Park (225 9th Street)
Number and Type of Units: One (1) ADA compliant restroom
Service frequency: 2 times per week (year-round)
2. North Beach (near 3200 Camino del Mar)
Number and Type of Units: Two (2) standard restrooms and one (1) ADA compliant restroom
Service frequency: 5 times per week (year-round)
3. Beach Access at End of 29th Street
Number and Type of Units: One (1) ADA compliant restroom
Service frequency: 5 times per week (year-round)

C. Special Events and Other Circumstances

The City may also require units be delivered and services for special events and other circumstances. Cost proposal will include a per unit rental cost by day, as well as service costs of each unit based upon the agreed upon term.

D. Maintenance Requirements

1. Routine Maintenance

The Contractor shall provide a routine, comprehensive maintenance and cleaning of each unit in accordance with frequency schedule noted in Section B above. As part of the services, Contractor shall perform the following procedures each time a unit is serviced:

- Pump waste from tank
- Remove rocks or other debris from tanks (Disposal of rocks and debris off site is not required. Trash cans for disposal will be available nearby.)
- Scrub all surfaces with the appropriate brushes and cleaning solutions
- Clean and scrub floor of mud and other debris
- Scrub urinal inside and out
- Remove graffiti
- Add fresh water and anti-bacterial solution to the tank
- Spray with deodorizer
- Replace or replenish toilet tissue
- Wipe off ledges above screen and door
- Complete or schedule needed repairs
- Schedule replacement of the unit if needed
- Confirm unit is in the proper place, is level and secure
- Sign and date the service log sticker in each unit

If a unit is blocked and cannot be pumped, the Contractor shall perform the remaining procedures on the unit as outlined above and shall notify the City of Contractor's inability to pump the unit and replace or repair the unit within three (3) calendar days.

The Contractor warrants that materials and equipment furnished will be of the best quality, that the units will be free from defects and deficiencies, and that the services will conform to the requirements of the Agreement. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and replaced by Contractor at no cost to the City.

2. Emergency Response Work

The City may request that the Contractor perform Emergency Response Work where a unit or unit(s) require service in advance of normal cleaning and maintenance schedule. The Contractor shall provide and maintain emergency service response of the City's facilities on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

3. Materials and Equipment

Contractor will provide all paper items, soaps, cleaning materials and other tools, equipment, apparatus, and materials needed to perform all work necessary.

4. *Hours of Work*

Unless otherwise specified, the work at the 29th Street and North Beach (3200 Camino del Mar) shall be performed on both Saturdays and Sundays, in addition to three other weekdays. Servicing shall be performed between 7:30 am to 6:00 pm.

Unless otherwise specified, the work at the Shores Park shall be performed on one weekday and one weekend day. Servicing shall be performed between 7:30 am to 6:00 pm.

5. *Reporting Requirements*

The Contractor shall provide computerized monthly activity report(s) to the City along with the written/emailed invoice for services performed.

EXHIBIT "B"
FEE SCHEDULE

A. Regular Scheduled Services

Contractor shall receive compensation for regular scheduled restroom services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished, installed, or constructed.

Item No.	Description	Annual Quantity (A)	Fee (B)	Annual Cost (A x B)
1	Shores Park (225 9th Street): One (1) ADA Compliant restroom, serviced 2x per week			
	One-Time Delivery Fee	1	\$25.00	\$25.00
	Weekly Rental Fee	1 unit X 52 weeks = 52	\$15.00	\$780.00
	Service Charge (Includes Labor)	2x per week X 52 weeks = 104	\$25.00	\$2,600.00
Item 1 Subtotal:				\$3,405.00
2	North Beach (near 3200 Camino del Mar): Two (2) standard restrooms and one (1) ADA Compliant restroom, serviced 5x per week			
	One-Time Delivery Fee	1	\$75.00	\$75.00
	Weekly Rental Fee	3 units X 52 weeks = 156	\$10.00 per STD \$15.00 per ADA	\$1,820.00
	Service Charge (Includes Labor)	3 units X 5x per week X 52 weeks = 780	\$20.00 per STD \$25.00 per ADA	\$16,900.00
Item 2 Subtotal:				\$18,795.00
3	Beach Access at End of 29th Street: One (1) ADA Compliant restroom, serviced 5x per week			
	One-Time Delivery Fee	1	\$25.00	\$25.00
	Rental Fee	1 unit X 52 weeks = 52	\$15.00	\$780.00
	Service Charge	5x per week X 52 weeks = 260	\$25.00	\$6,500.00
Item 3 Subtotal:				\$7,305.00
Annual Grand Total:				\$29,505.00

Total annual cost for regular scheduled portable restroom services:

Twenty Nine Thousand Five Hundred Five Dollars

and Zero Cents

B. Additional As-Needed Services

The City may request that the Contractor perform Emergency Response Work where a unit or unit(s) require service in advance of normal cleaning and maintenance schedule. The Contractor shall provide and maintain emergency service response of the City's facilities on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. Emergency Response Work shall be performed on a time and materials basis.

The City may also require units be delivered and services for special events and circumstances.

Contractor shall receive compensation for additional as-needed services according to the rates outlined in the table below. Quantities are estimated; payment will be based on actual quantities furnished, installed, or constructed.

Description	Fee
One-Time Delivery Fee	\$75.00 per unit
Daily Rental Fee (Includes Containment Plan)	STD: \$65.00 ADA: \$100.00
Service Charge per Occurrence (Includes Labor)	\$50.00



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Marco Camacho, Finance Manager
Via Ashley Jones, City Manager

DATE: September 8, 2025

SUBJECT: Treasurer's Investment Report for the Quarter Ended June 30, 2025

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council receive and file the informational Treasurer's Investment Report for the Quarter Ended June 30, 2025.

BACKGROUND:

The City contracted with Optimized Investment Partners in November 2024, to help improve the investment returns for the City and to ensure safety of principal and sufficient liquidity for operations in compliance with California Government Code. Ongoing portfolio management activity will continue to be performed and reported quarterly in partnership with Optimized Investment Partners, and the City's Finance Manager and Finance Officer.

DISCUSSION/ANALYSIS:

The total cash and investment portfolio book value (cost) held by the City as of June 30, 2025, was \$38,801,393 (Attachment A), which includes the following components:

Portfolio Assets	Book Value
Managed Investment Portfolio	\$27,931,643
State of CA Local Agency Investment Fund (LAIF)	\$7,047,921
San Diego County Investment Pool	\$3,055,063
Cash/Time Deposits	\$609,495
Accrued Interest on Investments	\$157,271
Total	\$38,801,393

When reviewing the Investment Report, it should be noted that earned interest is the interest earned on investments over a specific period, accrued interest is the interest that an investment has earned, but hasn't yet been received, and paid interest is the interest that has already been received as payment.

Cash and investments held by the City and the trustees continue to be invested in accordance with the Government Code and the City's Investment Policy.

City Council Action:

During the quarter, two new Certificates of Deposit were purchased in the amount of \$488,000 and three new Federal Agency Bonds were purchased in the amount of \$1,295,316. Note one additional Certificate of Deposit in the amount of \$245,000 was purchased but has a settlement date of July 3, 2025, so it is not included in this quarter's report. Two Certificates of Deposit matured in the amount of \$485,000 and two U.S. Treasury Bills matured in the amount of \$5,105,000.

Two-year Treasuries yielding 3.89% at the beginning of the quarter ended lower at the end of the quarter at 3.72%, which was a decrease of 17 basis points for the quarter.

As of June 30, 2025, the Weighted Yield to Maturity on the Managed Investment Portfolio was 3.72%, and the Weighted Average Maturity of the Managed Investment Portfolio was 2.19 years.

The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the Federal Funds Rate. On June 18, 2025, the FOMC voted to maintain the target range for the federal funds rate at 4.25 to 4.5%. The FOMC noted that while inflation remains somewhat elevated, the unemployment rate remains low and labor market conditions are strong. Recent indicators suggest that economic activity has continued to expand at a solid pace, and the FOMC stated further rate adjustments will depend on incoming data, economic outlook, and risk assessment.

Considering the projected timing of cash receipts and disbursements and the structure of the Pooled Investment Portfolio, the City will be able to comfortably meet overall cash flow needs over the next six months.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

NEXUS TO COUNCIL GOALS AND PRIORITIES:

On the list

ATTACHMENTS:

Attachment A – FY24-25 Q4 Treasurer's Investment Report:

- Summary of Cash and Investments as of June 30, 2025
- Portfolio Summary and Key Statistics for the Quarter Ended June 30, 2025
- Managed Investments Yield to Maturity as of June 30, 2025

City of Del Mar
Summary of Cash and Investments for the Quarter Ended June 30, 2025

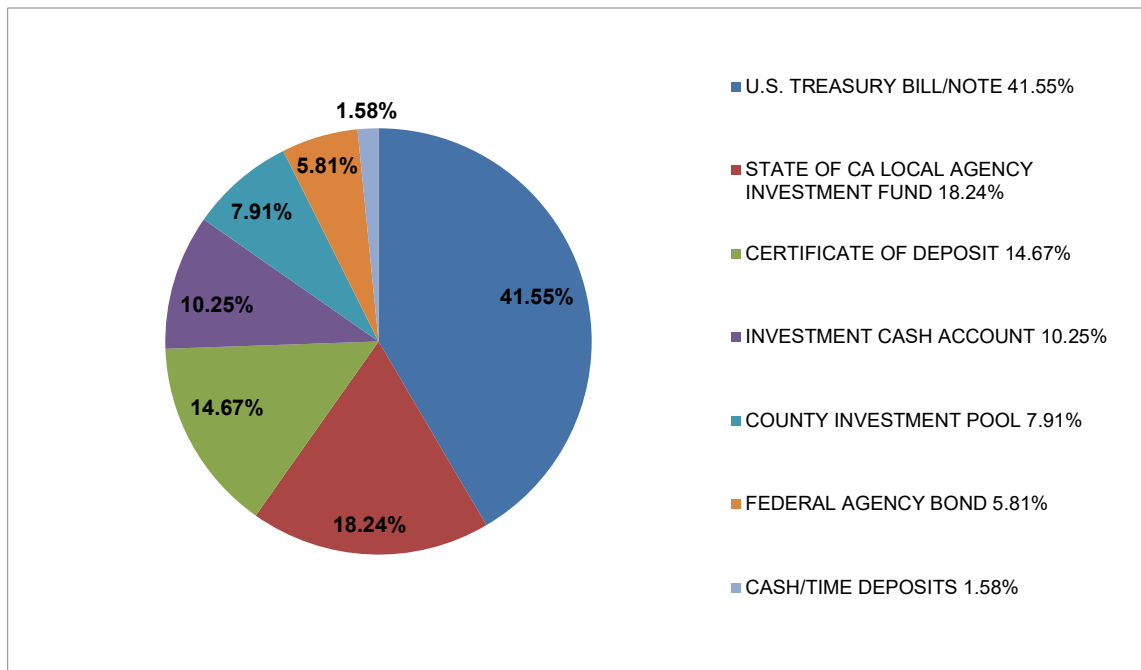
Portfolio Assets	Par Value (1)	Market Value (2)	Book Value (3)	% of Portfolio
Cash & Investments Held by City				
Investment Portfolio				
Managed Investments				
U.S. Bank Custodial Cash Account	\$ 3,959,676	\$ 3,959,676	\$ 3,959,676	10.25%
U.S. Treasury Bill/ Note	16,427,000	16,194,744	16,055,538	41.55%
Federal Agency Bond	2,254,000	2,249,253	2,246,428	5.81%
Certificate of Deposit	5,670,000	5,623,654	5,670,000	14.67%
Managed Investments Subtotal	\$ 28,310,676	\$ 28,027,327	\$ 27,931,643	72.28%
Pooled Investments				
State of CA Local Agency Investment Fund	\$ 7,047,921	\$ 7,047,921	\$ 7,047,921	18.24%
County Investment Pool	3,055,063	3,055,063	3,055,063	7.91%
Pooled Investments Subtotal	\$ 10,102,984	\$ 10,102,984	\$ 10,102,984	26.14%
Investment Portfolio Subtotal	\$ 38,413,660	\$ 38,130,311	\$ 38,034,627	98.42%
Cash/Time Deposits	\$ 609,495	\$ 609,495	\$ 609,495	1.58%
Funds Available for Investment	\$ 39,023,155	\$ 38,739,806	\$ 38,644,122	100.00%
Accrued Interest	\$ 157,271	\$ 157,271	\$ 157,271	
Total Cash & Investments Held by City	\$ 39,180,426	\$ 38,897,077	\$ 38,801,393	

Notes:

1. Par value is the principal amount of the investment on maturity.
2. Market values contained herein are received from sources we believe are reliable; however, we do not guarantee their accuracy.
3. Book value is par value of the security plus or minus any premium or discount on the security.

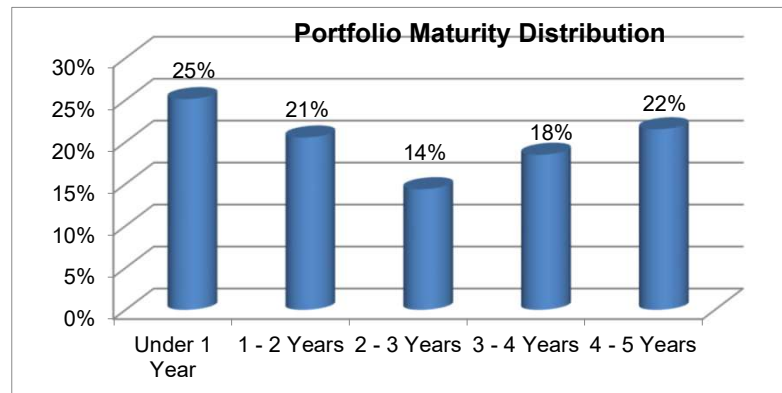
**City of Del Mar
Investment Report for the Quarter Ended June 30, 2025**

Investment Portfolio Summary and Key Statistics



Portfolio Key Statistics	
PAR Value	\$ 38,413,660
Book Value (COST)	\$ 38,034,627
Market Value	\$ 38,130,311
Weighted Average Maturity (in years)	2.19
Weighted Yield to Maturity*	3.72%

*Note: Cash/time deposits not included in WYTM



Excludes Pooled Investments and U.S. Bank Custodial Cash Account

U.S. Treasury Yields - Quarterly Comparison

Maturity	Jun 2025	Mar 2025	Change
3-Month	4.41%	4.32%	0.09%
1-Year	3.96%	4.03%	-0.07%
2-Year	3.72%	3.89%	-0.17%
3-Year	3.68%	3.89%	-0.21%
5-Year	3.79%	3.96%	-0.17%
10-Year	4.24%	4.23%	0.01%

Avg Duration of LAIF & SD County Invest. Pool

Account	Years
LAIF	0.68
SD County Investment Pool	1.20

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	\$ 6,114,000	25%
1 - 2 Years	\$ 5,000,000	21%
2 - 3 Years	\$ 3,500,000	14%
3 - 4 Years	\$ 4,499,000	18%
4 - 5 Years	\$ 5,238,000	22%
Total	\$ 24,351,000	100%

2-Year U.S. Treasury Yield - Historical Data

Jun 2025	Jun 2024	Jun 2023	Jun 2022
3.72%	4.71%	4.87%	2.92%

Interest Earnings	FY 23-24	FY 24-25	Change
Apr	\$ -	\$ 126,914	\$ 126,914
May	\$ -	\$ 118,385	\$ 118,385
Jun	\$ -	\$ 115,959	\$ 115,959
Total for Quarter	\$ -	\$ 361,258	\$ 361,258

Note: Interest Earnings figures do not include capital gains or losses

Note: Weighted Average will change when bond is purchased, sold or matured

CITY OF DEL MAR
CERTIFICATE OF DEPOSITS (with U.S. BANK)
As of June 30, 2025

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
Chartway FCU	16141BAK7	\$ 200,000	5.250%	5.250%	0.82%	0.043%	8/1/2025
BMW Bank North America	05580AXF6	\$ 249,000	0.500%	0.500%	1.02%	0.005%	9/25/2025
Texas Exchange Bank Crowley	88241TJN1	\$ 225,000	0.600%	0.600%	0.92%	0.006%	11/25/2025
Trustone Financial Credit Union	89841MBZ9	\$ 240,000	4.400%	4.400%	0.99%	0.043%	12/12/2025
BMO Harris Bank NA	05600XBY5	\$ 200,000	0.550%	0.550%	0.82%	0.005%	2/18/2026
Bank United NA	066519QV4	\$ 200,000	0.950%	0.950%	0.82%	0.008%	4/14/2026
Bank of America NA	06051XDT6	\$ 200,000	5.000%	5.000%	0.82%	0.041%	5/22/2026
Goldman Sachs Bank	38150VUZ0	\$ 240,000	5.050%	5.050%	0.99%	0.050%	6/11/2026
UBS Bank USA	90348JP61	\$ 248,000	0.900%	0.900%	1.02%	0.009%	7/8/2026
Synchrony Bank Draper	87165FA38	\$ 200,000	0.950%	0.950%	0.82%	0.008%	9/17/2026
M1 Bk MacKs Creek Mo	55316CDJ2	\$ 67,000	4.050%	4.050%	0.28%	0.011%	9/24/2026
Bradescobank Coral Gables Bk	10421ABM8	\$ 244,000	4.100%	4.100%	1.00%	0.041%	9/28/2026
Merrick Bk South Jordan Utah	59013K6K7	\$ 249,000	4.050%	4.050%	1.02%	0.041%	9/28/2026
Hapo Community Credit Union	41138NAD0	\$ 240,000	5.400%	5.400%	0.99%	0.053%	9/29/2026
State Bank of India New York	856285YH8	\$ 248,000	1.150%	1.150%	1.02%	0.012%	10/29/2026
Austin Felco Fed Credit Union	052392EA1	\$ 249,000	4.300%	4.300%	1.02%	0.044%	12/14/2026
Greenstate Cr Un Liberty	39573LCE6	\$ 248,000	1.350%	1.350%	1.02%	0.014%	1/14/2027
American Express National Bank	02589ABQ4	\$ 247,000	2.000%	2.000%	1.01%	0.020%	3/9/2027
Capital One Bank (USA) NA	14042TFJ1	\$ 245,000	2.700%	2.700%	1.01%	0.027%	4/13/2027
Discover Bank	254673G83	\$ 246,000	3.150%	3.150%	1.01%	0.032%	6/14/2027
Preferred Bank LA CA	740367QF7	\$ 248,000	4.000%	4.000%	1.02%	0.041%	9/30/2027
Liberty First Credit Union	530520AK1	\$ 200,000	4.700%	4.700%	0.82%	0.039%	8/7/2028
Somerset Tr Co Pa	835104CW8	\$ 249,000	4.050%	4.050%	1.02%	0.041%	11/13/2028
MORGAN STANLEY 61690D7G7	61690D7G7	\$ 244,000	4.300%	4.300%	1.00%	0.043%	7/1/2030
MORGAN STANLEY 61776NTM5	61776NTM5	\$ 244,000	4.300%	4.300%	1.00%	0.043%	7/1/2030
		\$ 5,670,000.00	3.110%	3.110%	23.28%	0.720%	

UNITED STATES TREASURY BILLS/NOTES (with U.S. BANK)
As of June 30, 2025

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
U.S. Treasury Bill	912797NL7	\$ 4,160,000	4.206%	4.206%	17.08%	0.719%	11/28/2025
U.S. Treasury Note	91282CHU8	\$ 700,000	4.000%	4.000%	2.87%	0.115%	08/15/2026
U.S. Treasury Note	912828YQ7	\$ 267,000	3.960%	3.960%	1.10%	0.043%	10/31/2026
U.S. Treasury Bill	91282CLY5	\$ 250,000	4.230%	4.230%	1.03%	0.043%	11/30/2026
U.S. Treasury Note	91282CFB2	\$ 1,000,000	3.920%	3.920%	4.11%	0.161%	07/31/2027
U.S. Treasury Note	91282CFH9	\$ 1,000,000	3.930%	3.930%	4.11%	0.161%	08/31/2027
U.S. Treasury Note	91282CLQ2	\$ 500,000	3.930%	3.930%	2.05%	0.081%	10/15/2027
U.S. Treasury Note	91282CHK0	\$ 1,000,000	3.790%	3.790%	4.11%	0.156%	06/30/2028
U.S. Treasury Note	91282CHQ7	\$ 1,000,000	3.790%	3.790%	4.11%	0.156%	07/31/2028
U.S. Treasury Note	91282CHX2	\$ 800,000	3.790%	3.790%	3.29%	0.125%	08/31/2028
U.S. Treasury Note	91282CCY5	\$ 1,000,000	3.790%	3.790%	4.11%	0.156%	09/30/2028
U.S. Treasury Note	91282CDF5	\$ 250,000	3.840%	3.840%	1.03%	0.039%	10/31/2028
U.S. Treasury Note	91282CEV9	\$ 1,000,000	3.810%	3.810%	4.11%	0.156%	06/30/2029
U.S. Treasury Note	91282CFC0	\$ 1,000,000	3.810%	3.810%	4.11%	0.156%	07/31/2029
U.S. Treasury Note	91282CLK5	\$ 1,000,000	3.810%	3.810%	4.11%	0.156%	08/31/2029
U.S. Treasury Note	91282CLN9	\$ 1,000,000	3.820%	3.820%	4.11%	0.157%	09/30/2029
U.S. Treasury Note	91282CFT3	\$ 500,000	3.830%	3.830%	2.05%	0.079%	10/31/2029
		\$ 16,427,000.00	3.897%	3.897%	67.46%	2.659%	

GOVERNMENT AGENCIES (with U.S. BANK)
As of June 30, 2025

Security Description	CUSIP	PAR AMOUNT	YTM (Yield to Maturity)	Annualized Rate of Return	Portfolio Weighting	Weighted YTM	MATURITY DATE
Federal Home Loan Mtg Corp	3134GWPT7	\$ 200,000	0.600%	0.600%	0.82%	0.005%	8/19/2025
FEDERAL FARM CREDIT BKS 4.375	3133EPPE9	\$ 752,000	3.931%	3.931%	3.09%	0.121%	7/6/2026
FEDERAL FARM CREDIT BKS 0.600	3133EL4F8	\$ 300,000	3.910%	3.910%	1.23%	0.048%	8/18/2026
FAMCA	31424WWM0	\$ 752,000	4.000%	4.000%	3.09%	0.124%	9/13/2027
FED FARM CREDIT 3133ETKQ9	3133ETKQ9	\$ 250,000	3.780%	3.780%	1.03%	0.039%	6/10/2030
		\$ 2,254,000.00	3.244%	3.244%	9.26%	0.337%	

PAR
Grand Total
\$ 24,351,000

Portfolio Weighting
Grand Total
100.00%

Weighted YTM
Grand Total
3.72%



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: September 8, 2025

SUBJECT: Encroachment Permit 25-068 to Retain Existing Unpermitted Retaining Walls and to Extend an Existing Wall within the Public Right-of-Way at 610 Hoska Drive

Applicants: Tim and Jayne Haines

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution (Attachment A) denying a Long-term Major Encroachment Permit (EP) 25-068 to retain an existing unpermitted retaining wall within the public right-of-way based on non-compliance with the Del Mar Municipal Code (DMMC) and City Council Policy 110 (Private Encroachments into City Rights-of-Way).

BACKGROUND:

On June 11, 2025, Code Enforcement Case No. CE25-106 was opened due to the construction of improvements on the property located at 610 Hoska Drive without required City permits. Through the review of that case, staff observed that an existing retaining wall on the south side of the property encroaches approximately 21 inches into the public right-of-way (ROW) with no record that the encroachment has been authorized by the City. To remedy the code violation and come into compliance, the Applicant has applied for an EP to retain the existing unpermitted wall and the applicable permits for the associated proposed improvements, or remove the unpermitted wall from the public right-of-way.

610 Hoska Drive has a single unit residence with driveway access from Hoska Drive, which is an improved City street with curbs. The surrounding properties are also developed with single-unit homes. This portion of Hoska Drive has a gradual downhill slope from the east to the west, and the dedicated right-of-way is 40 feet. However, the actual street is 30 feet wide since the north and south side of Hoska Drive has curbs.

City Council Action:

The Applicant submitted an EP application to retain the unpermitted wall and authorize the construction of a 4-foot-long extension of a wall on the east side of the entry walkway extending to the driveway apron. As shown in the drawings in Attachment B, the concrete wall on the west side of the entry walkway extends approximately 21 inches into the right-of-way and runs for approximately 22 feet along Hoska Drive. This wall varies from 15 inches to 33 inches in height due to the gradual slope of the right-of-way. In addition, it appears that this wall was modified throughout the construction process without obtaining permits. Photographs of the existing wall are included as Attachment C and a vicinity map depicting where the site is located is included as Attachment D.

The wall on the east side of the entry walkway is approximately 10 feet in length and extends approximately 21 inches into the right-of-way. This wall varies from 9 inches to 10 inches in height due to the gradual slope of the right-of-way. As part of the EP submittal, the Applicant requested to extend this wall by another 4 feet for continuity with the east wall. Previously, the wall along Hoska Drive had shrubs and gravel in front of it as shown in the February 2025 street view image in Attachment C; however, those were removed as part of the unpermitted improvements occurring at the property. Additionally, near the southwest corner of the property is an existing cement tree ring wall that is also unpermitted. The applicant is also requesting refinishing the existing concrete wall by adding a concrete cap and stucco finish.

DISCUSSION/ANALYSIS:

In accordance with DMMC §23.28.020, a Long-term Major EP is defined as any improvement designed to or having a permanent appearance and intended for use for a period of 365 days or more and includes, but is not limited to, structures or portions thereof, balconies, cornices and other architectural projections, awnings, below grade vaults, earth-retaining structures extending 12-inches or more in height above the adjacent grade, planter boxes, ramps, fences or walls, and curbs extending 12-inches or more in height above the adjacent grade.

Required Findings

Pursuant to DMMC §23.28.070, there are six (6) required findings to approve a Long-term Major EP that generally relate to public safety, intended use of the right-of-way, community character, aesthetics, and conversion of public land for private use. An EP shall only be approved if the City Council can make all six findings:

Finding 1: That the issuance of the EP will not endanger public health, safety or welfare, or the surrounding property.

Finding 2: That the issuance of the EP will not unreasonably interfere with the intended use of a City Right-of-Way or Easement.

Finding 3: That the issuance of the EP will not have an adverse impact on the welfare of the community or on the community's appearance or aesthetics.

Finding 4: That the issuance of the EP will not cause an unnecessary change in the character of the community.

Finding 5: That the issuance of the EP will not be to the detriment of the interests of the general public.

Finding 6: The proposed Encroachment will not convert significant area of public property to private use.

Staff has determined that findings 1, 3, 4, and 6 cited above could be made to allow the existing encroachments. However, retaining the existing encroachments and proposing the extension of the wall on the east side of the entry walkway will unreasonably interfere with the intended use of the City right-of-way and be a detriment of the interests of the general public. It is standard City practice to require a minimum five (5) foot clearance from the edge of the paved street and/or curb (if one exists) to allow for parked vehicles to have room to open passenger side doors and for pedestrians to have safe area to exit the paved street when needed to avoid passing vehicles. In this scenario, the wall encroaches 21 inches into the right-of-way leaving approximately 39 inches of “clear” area from the back of curb. In addition, should the City want to widen the street in the future, the encroaching wall would be a limiting factor. For these reasons, findings 2 and 5 cannot be made.

Additionally, allowing the existing modified wall to remain, extending the wall on the east side of the entry walkway, and retaining the tree ring wall would be inconsistent with City Council Policy 110 (Attachment E), which states “Encroachments that would result in an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property will not be authorized unless the City Council makes a finding that the proposed encroachment will result in a public benefit to the Community.” The applicant has not identified any public benefits that would result in allowing the wall encroachment in the public right-of-way.

Furthermore, while the wall acts as a retaining wall since the front yard sits at a slightly higher elevation than the street, the wall can be relocated on the Applicant’s property to retain the soil and provide the dedicated width of the right-of-way.

Given the proposed project’s non-compliance with the DMMC and City Council Policy 110, staff recommends that the EP application be denied.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the Council related to this agenda item, as this is a private development proposal. All fees associated with entitlement processing are paid for by the Applicant.

ENVIRONMENTAL IMPACT:

In accordance with requirements of the California Environmental Quality Act (CEQA), the City Council's action to reject or disapprove a project is statutorily exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15270(a). Therefore, environmental review would not be required for the proposed encroachment permit.

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 – Resolution Denying EP25-068
- Attachment B – Drawings Plan
- Attachment C – Photographs of Encroachments
- Attachment D – Vicinity Map
- Attachment E – City Council Policy 110

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, DENYING ENCROACHMENT PERMIT 25-068 REQUESTING TO RETAIN AN EXISTING RETAINING WALLS AND AUTHORIZATION TO CONSTRUCT AN EXTENSION OF THESE WALLS INTO THE PUBLIC RIGHT-OF-WAY ON THE SOUTH SIDE OF THE PROPERTY AT 610 HOSKA DRIVE (APN: 300-251-25-00) IN DEL MAR, CALIFORNIA

WHEREAS, the City of Del Mar (City) is the owner of the public right-of-way; and

WHEREAS, Tim and Jayne Haines (Applicant) have filed an application for an Encroachment Permit (EP25-068) seeking approval to retain existing walls and construct an extension to a wall located within the public right-of-way (Project); and

WHEREAS, the property does not have an approved Encroachment Permit for the existing retaining wall within the right-of-way on the south side of the property; and

WHEREAS, Del Mar Municipal Code (DMMC) Chapter 23.28 requires an Encroachment Permit (EP) for any private improvements within the public right-of-way; specifically, any improvements that extend at least 12 inches above the level of the sidewalk, roadway, or adjacent grade require City Council approval; and

WHEREAS, DMMC Section 23.28.070 specifies that an Encroachment Permit may be approved or conditionally approved only if the City Council makes all the findings set forth in Section 23.28.070(C) as noted in the below; and

WHEREAS, City Council Policy 110-Private Encroachments into City Rights-of-Way memorializes the City Council's position on which types of private encroachments are compatible with and enhance the public areas that City rights-of way represent and, conversely, which types of encroachments are inappropriate because they would change the character and public perception of a right-of-way area to one of being under private ownership and/or benefit rather than being a public space; and

WHEREAS, in accordance with requirements of the California Environmental Quality Act (CEQA), the City Council's action to reject or disapprove a project is statutorily exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15270(a). Therefore, environmental review would not be required; and

WHEREAS, on September 8, 2025, the City Council of the City of Del Mar held a duly noticed public hearing to review the referenced entitlements, and at which time all persons desiring to be heard were heard; and

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

- a. Drawings developed by the Applicant;

Resolution 2025-XX

Page 2 of 3

- b. Written information submitted with the application;
- c. Agenda Report, dated September 8, 2025, incorporated by reference as though fully set forth herein; and
- d. Additional information submitted and testimony provided during the hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar that Encroachment Permit EP25-068 is hereby denied based on the following findings in DMMC Section 23.28.070 (C):

1. DMMC Section 23.28.070(C) requires the City Council to make all six findings in this section, which include 23.28.070(C)(2), *“That the issuance of the EP will not unreasonably interfere with the intended use of a City Right-of-Way or Easement”*, and 23.28.070(C)(5), *“That the issuance of the EP will not be to the detriment of the interests of the general public.”* Retaining the existing encroachments and proposing the extension of the easterly wall will unreasonably interfere with the intended use of the City right-of-way and be a detriment of the interests of the general public. For City streets that have streetside curbs, the City’s standard practice is to ensure there is a minimum five (5) foot clearance to allow for parked vehicles to have room to open passenger side doors. In this scenario, the wall encroaches 21 inches into the right-of-way therefore, only leaving approximately 39 inches from the curb. In addition, should the City want to widen the street in the future, the encroaching wall would be a limiting factor.
2. Additionally, retaining the existing wall and extending the wall on the east side of the entry walkway would be inconsistent with City Council Policy 110, which states *“Encroachments that would result in an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property will not be authorized unless the City Council makes a finding that the proposed encroachment will result in a public benefit to the Community.”*
3. The applicant has not identified any public benefits that would result by allowing the wall to be encroached in the public right-of-way. Furthermore, while the wall acts as a retaining wall since the front yard sits at a slightly higher elevation than the street, the wall can be pushed back to within the applicant’s property to retain the soil and provide the dedicated width of the right-of-way.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council that EP25-068 is denied.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, State of California, at a Regular Meeting held on the 8th day of September 2025.

Terry Gaasterland, Mayor
City of Del Mar

Resolution 2025-XX
Page 3 of 3

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 8th day of September 2025, by the following vote:

AYES:

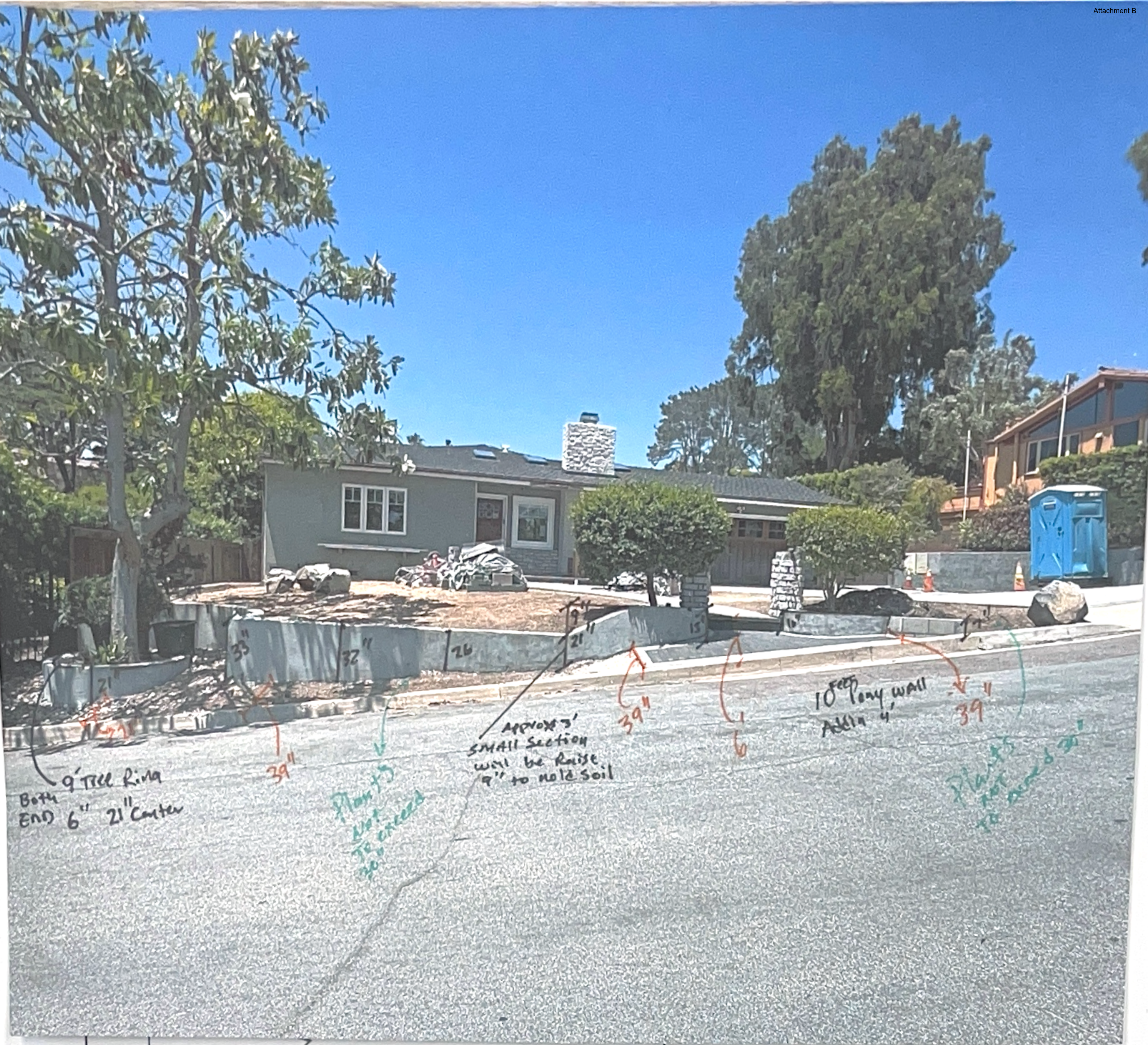
NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

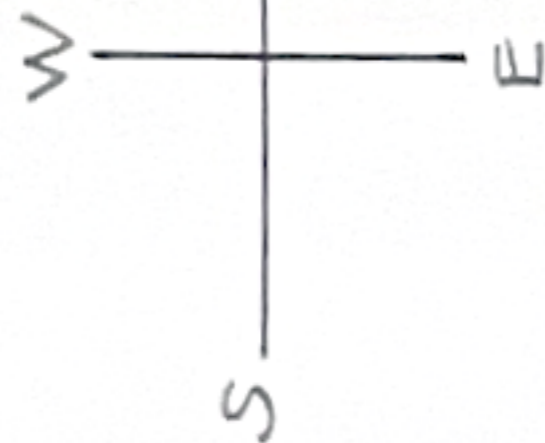


TIM AND JAYNE HAINES
HAINES RESIDENCE

610 HOSKA DR
DEL MAR CA 92014

APN 300-251-25

NOT TO SCALE



10 FT SB



LOW WATERING PLANTS TO HELP WITH EROSION CONTROL; PLANTS NOT TO EXCEED 30" AT MATURITY

ADD CONCRETE CAP AND STUCCO ON A 20YR OLD EXISTING WALL

2 EXISTING SHRUBS

ADD CONCRETE CAP AND NATURAL STONE ON EXISTING 20YR OLD COLUMN

NEW PAVEMENT STEPS

ADD NEW CONCRETE CAP AND STUCCO ON A 20YR OLD EXISTING WALL

ADD 4 FT TO EXISTING WALL FOR CONTINUITY

LOW WATERING PLANTS TO HELP WITH EROSION CONTROL; PLANTS NOT TO EXCEED 30" AT MATURITY







Yellow dash line indicates location of existing wall

 CITY OF DEL MAR CITY COUNCIL POLICY BOOK			
110	PRIVATE ENCROACHMENTS INTO CITY RIGHTS-OF-WAY	DATE ADOPTED:	10/19/15
		BY RESOLUTION:	2015-67
		PAGES:	1 OF 2

POLICY

This policy memorializes the City Council’s position on which types of private encroachments are compatible with and enhance the public areas that City rights-of-way represent and, conversely, which types of encroachments are inappropriate because they would change the character and perception of a right-of-way area to one of being under private ownership and/or benefit rather than being a public space.

Appropriate Uses of City Rights-of-Way or Easements

There are numerous circumstances in Del Mar where an improved (paved) section of a City right-of-way is narrower than the width of the right-of-way itself. This results in an area of unimproved right-of-way adjacent to private property. In many cases, the owner of the adjacent property, or designee, proposes to install landscaping and other landscape-related improvements in the unimproved portion of the right-of-way. This has the beneficial effect of beautifying the area adjacent to the paved roadway, without the City having to bear the costs for installing or maintaining the improvements. These are generally considered to be an appropriate use of a right-of-way but still subject to review under the Encroachment Permit process.

There are also circumstances where an encroachment is proposed as a means to provide a driveway or entry path across the unimproved right-of-way between the paved section of the right-of-way and the adjacent private property. These too are deemed an appropriate and justifiable use of a City right-of-way or easement. Such proposals are generally approved, unless it is determined that the proposed encroachment would:

1. Present a public health or safety hazard, such as:
 - a) Creating a trip hazard or other impediment to pedestrians
 - b) Creating an unsafe line of sight for pedestrians or motorists
 - c) Interfering with or not accommodating safe pedestrian passage (retention/provision of a continuous, minimum five-foot-wide “safe harbor” along the edge of the paved roadway is the standard applied by the City);
2. Result in a loss of on-street public parking;
3. Be inconsistent with the City’s planned use for the area;
4. Result in a wholesale change in appearance or use of the area, to the detriment of the community;
5. Interfere with development or use on an adjacent public or private property;
6. Result in a permanent feature (e.g., stone wall or reinforced structure) that would be difficult to remove if the City exercises its right to modify the use of the area subject to the Encroachment Permit

		CITY OF DEL MAR CITY COUNCIL POLICY BOOK	
		110	PRIVATE ENCROACHMENTS INTO CITY RIGHTS-OF-WAY

Inappropriate Proposals for Use of a Right-of-Way or Easement

It is the City's policy that proposals for development encroachments that would result in an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property will not be authorized unless the City Council makes a finding that the proposed encroachment will result in a public benefit to the community.

Examples of such inappropriate encroachments include: fences, hedges, or vegetation that would create the impression that the "walled-off" area is private vs. public property; and pools, spa or other amenities that would be used primarily for the benefit of the adjacent property, rather than for the public at large.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nicole Morrow, AICP, Associate Planner
Isam Hasenin, Contract Building Official
Karen Brindley, Planning & Community Development Director
Via Ashley Jones, City Manager

DATE: September 8, 2025

SUBJECT: Introduction of an Ordinance to Adopt the 2025 California Building Standards Code and Local Amendments within Chapters 23.12 and 23.70 of the Del Mar Municipal Code

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council introduce an Ordinance (Attachment A) amending Del Mar Municipal Code (DMMC) Chapter 23.12 to adopt the 2025 Edition of the California Building Standards Code, adopt the California Wildland-Urban Interface Code, amend Chapters 23.12 and 23.70 to reflect local amendments to the 2025 California Building Standards Code, and continue to apply various locally adopted amendments thereto as necessary to reflect Del Mar's unique characteristics and approach to design and development review.

BACKGROUND

The City of Del Mar, through its Building Services Division, reviews development projects to ensure that new construction does not pose a threat to public health and safety. As a basis for review, the City relies on the regulations contained in the California Building Standards Code. On July 1, 2025, the State published the new 2025 Edition of the California Building Standards Code. The updated codes were prepared with amendments based on updates from the International Code Council, International Association of Plumbing and Mechanical Officials, and the National Fire Protection Association intended to further improve public health and safety standards.

In addition to the updates made to the California Building Standards Code, the State published the new Part 7 California Wildland-Urban Interface Code (CWUIC). The CWUIC was prepared as a consolidated code manual that combines existing standards from Chapter 7A of the California Building Code, Section R337 of the California Residential Code, and Chapter 49 of the California Fire Code into the code format used

City Council Action:

by the International Code Council. The consolidation of the Codes was intended to make fire standards more accessible to code users.

The State of California regularly updates its Building Standards Code to incorporate updated safety standards. The 2025 Edition of the California Building Standards Code is the product of the State's regular triennial update cycle. In October 2022, the City Council last adopted the 2022 Edition of the California Building Standards Code, which took effect on January 1, 2023.

The 2025 Edition of the California Building Standards Code will take effect statewide on January 1, 2026. Due to the chaptering of Assembly Bill 130 earlier this year, a moratorium prohibiting amendments to a local jurisdiction's building standards will begin on October 1, 2025, and will be effective through June 1, 2031. Once the moratorium takes effect a jurisdiction will only be allowed to amend its Building Standards under specified conditions and with the approval of the California Building Standards Commission.

The State's Building Standards Codes are intended to serve as the minimum enforceable standards for construction. In conjunction with the adoption of the State code, local jurisdictions may adopt more stringent safety and design standards that reflect their community's unique circumstances. A jurisdiction may also re-adopt those amendments from previous years that are still applicable. In previous years, the City of Del Mar has opted to adopt amendments such as those which regulate allowable roofing materials, requiring building permits for all fences, as well as narrowing the building permit exemption for one-story detached accessory structures from the State code exemption of 120 square feet or less to structures that are 48 square feet or less.

Local jurisdictions are required to adopt the updated State codes through the Ordinance process. The City adopts and incorporates these State code regulations into the DMMC Title 23 Building and Construction regulations. Since these regulations are not a part of the DMMC Title 30 Zoning Code or certified Local Coastal Program, the City Council has authority over the final action. There is no requirement for a Planning Commission recommendation or review by the California Coastal Commission.

DISCUSSION/ANALYSIS:

The City Council is being asked to introduce an Ordinance to adopt the 2025 Edition of the California Building Standards Code that includes code sections related to building, electrical, fire, plumbing, mechanical, energy, residential, and green building standards. The purpose of this Ordinance is to amend the City's municipal code to ensure consistency and State-mandated compliance with the California Building Standards Code.

The proposed Ordinance also includes language related to the City's locally adopted amendments. Previously, the City adopted local amendments to codify standards that

reflect Del Mar's unique characteristics and approach to design and development review. Following the update to the 2025 California Building Standards Code, some of the language included within the local amendments is no longer consistent with the model code text. To amend the local amendments for consistency with the model code text, the Ordinance will repeal all former local amendments and replace the code sections with amendments that accurately reflect the updated text of the 2025 California Building Standards Code.

For example, the model code language represented in Section 23.12.062 of the DMMC was amended by the State to include language that defers to the CWUIC for additional regulations for accessory structures such as tool and storage sheds. The replaced language will not change the intent or standards of the existing local amendments. Each of the local amendments contain a State required justification (finding) statement. The justification must be based on local geological, climatic, topographical, or environmental conditions that warrant the need to deviate from the requirements of the State code.

In addition to the existing locally adopted amendments, staff recommends two new local amendments to the 2025 Edition of the California Building Standards Code. The purpose of these amendments is to increase the safety of swimming pool design to prevent accidental access and to clarify the City's procedure for determining compliance with the Waste Management Program (WMP).

- 1) The first amendment proposed is the addition of Section 23.12.067 that will adopt Appendix CI of the 2025 California Residential Code. The adoption of this model code will incorporate required standards related to the Swimming Pool Safety Act. Standards included in this appendix relate to enclosure, pool alarm, and suction and pump systems requirements for swimming pools located on a single-family residential property. This amendment is intended to increase the safety of private swimming pools by reducing the likelihood of accidental access to the pool or pool equipment.
- 2) The second proposed amendment is the addition of text to Chapter 23.70 of the DMMC that governs Construction and Demolition Debris Recycling. The proposed amendment clarifies the type of documentation required by the City's Building Inspector to demonstrate compliance with the City's Waste Management Program for construction and demolition (C&D) waste. As a requirement of the California Green Building Code (CalGreen), the City requires that at least 65% of C&D waste from qualifying projects is disposed of at a facility certified to process C&D waste. This amendment does not create new requirements, rather it codifies existing procedures and will assist staff in collecting the type of documentation necessary to demonstrate that the City is adequately enforcing the State-mandated recycling of construction materials.

The table below lists all local amendments, existing and proposed, and summarizes the status of each. A summary of the proposed text changes from the existing code to the proposed Ordinance is provided in Attachment B. A strikeout version of the existing DMMC Chapter 23.12 is included in Attachment C.

Summary of Local Amendments (Existing and Proposed)

Type	DMMC Section	Proposed Change	Purpose
Existing Amendment	23.12.011	Modification	Amend title
Existing Amendment	23.12.012	Modification	Amend title
Existing Amendment	23.12.013	Modification	Amend text/title for consistency with 2025 Code
Existing Amendment	23.12.014	Modification	Amend text/title for consistency with 2025 Code
Existing Amendment	23.12.018	Deletion	Delete outdated appendices
Existing Amendment	23.12.061	Modification	Amend title
Existing Amendment	23.12.062	Modification	Amend text/title for consistency with 2025 Code
Existing Amendment	23.12.063	Modification	Amend text/title for consistency with 2025 Code
Existing Amendment	23.12.064	Modification	Amend text/title for consistency with 2025 Code
Existing Amendment	23.12.065	Modification	Amend title/numbering for consistency with 2025 Code
Existing Amendment	23.12.066	Modification	Amend title/numbering for consistency with 2025 Code
Proposed Amendment	23.12.067	Adoption	Adopt updated appendices
Existing Amendment	23.12.082	Deletion	Delete “reserved” section
Existing Amendment	23.12.084	Deletion	Delete “reserved” section
Proposed Amendment	23.70.050	Modification	Clarify existing requirements by specifying what is required to determine compliance with WMP

If adopted by the City Council, the Ordinance must be filed with the California Building Standards Commission to become effective in accordance with California Health and Safety Code Section 17958.7(a). As confirmed by Stoyan Bumbalov, Executive Director of the California Building Standards Commission, filings of local amendments by September 30, 2025, will be accepted by the Commission in accordance with the laws in place prior to the moratorium which begins on October 1, 2025. Additionally, although the Ordinance will take effect 30 days from adoption by the City Council, the regulations do not become operative until January 1, 2026, consistent with the effective date of the 2025 Edition of the California Building Standards Code.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the City Council related to this agenda item. The review of a development's conformance with the applicable building codes is processed through a separate review of development applications and building permits. As part of that process, the City applies fee charges to recover a portion of the administrative costs incurred to provide such reviews. No changes are proposed for the existing City's fee schedule for issuance of Building Division related permits.

ENVIRONMENTAL IMPACT:

This project is not subject to the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3). It can be seen with certainty that the adoption of the State-mandated Building Codes with minor amendments will not have a significant effect on the environment.

HOUSING IMPACT:

Local adoption of the updated State-mandated building-related regulations will facilitate development of housing that complies with the minimum public health and safety standards as well as additional standards to reflect Del Mar's unique characteristics and approach to design and development review.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Updating the DMMC to adopt the California Building Codes by reference and incorporate local modifications is a Tier 1 priority for Fiscal Year 2025-26.

ATTACHMENTS:

Attachment A – Ordinance to Amend DMMC Chapters 23.12 and 23.70

Attachment B – Summary of the 2025 California Building Standards Amendments

Attachment C – Strikeout of Existing DMMC Chapters 23.12 and 23.70

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING DEL MAR MUNICIPAL CODE CHAPTER 23.12 (CALIFORNIA CODES FOR CONSTRUCTION) BY AMENDING SECTIONS 23.12.010, 23.12.011, 23.12.012, 23.12.013, 23.12.014, 23.12.020, 23.12.030, 23.12.040, 23.12.050, 23.12.060, 23.12.061, 23.12.062, 23.12.063, 23.12.064, 23.12.065, 23.12.066, 23.12.070, 23.12.080 AND 23.12.090, 23.70.050; BY ADDING NEW SECTIONS 23.12.067 AND 23.12.100; BY ADDING NEW DIVISIONS, DIVISION 8, DIVISION 9 AND DIVISION 10; AND BY DELETING SECTIONS 23.12.018, 23.12.082, 23.12.084 AND ALL RELATING TO APPLICABILITY OF THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND ASSOCIATED NATIONAL AND STATE BUILDING AND CONSTRUCTION CODES WITHIN THE CITY OF DEL MAR

WHEREAS, the Ordinance updates locally adopted building and construction codes (last updated in 2022) to incorporate the 2025 California Building Standards Code and associated National and State codes with minor modifications to reflect local conditions; and

WHEREAS, the 2025 California Building Standards Code is based on the 2024 editions of the International Building Code, Uniform Plumbing Code, and Uniform Mechanical Code; 2023 edition of the National Electrical Code; 2025 California Energy Code; 2025 California Residential Code; 2025 California Green Building Code; 2025 California Administrative Code; 2025 California Reference Standards Code and 2025 California Wildland-Urban Interface Code; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Building Standards; and

WHEREAS, California Health and Safety Code section 17958 permits local jurisdictions to make such changes or modifications to the California Building Standards Codes as are necessary due to local climatic, geological or topographical conditions; and

WHEREAS, on August 29, 2025, the notice of City Council public hearing was published in the Coast News; and

WHEREAS, on September 8, 2025, the City Council held a duly noticed public hearing for introduction of the Ordinance; and

WHEREAS, the City Council finds that the minor modifications and changes to the California Building Standards Code are reasonably necessary to ensure consistent application of the codes throughout the State; and

WHEREAS, the proposed amendments do not constitute an amendment to the City's certified Local Coastal Program, which means that the final decision on the ordinance will be made by the Del Mar City Council.

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

SECTION ONE:

That Section 23.12.010 Chapter 23.12 Division 1 (Building Code) of the Municipal Code is amended to read as follows:

23.12.010 - Adoption of the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Building Code for the purpose of prescribing regulations in the City of Del Mar for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Building Code, 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Del Mar shall be in conformance with the 2025 California Building Code and the adopted Appendix Chapters, published by the California Building Standards Commission.

SECTION TWO:

That the title of Section 23.12.011 of Chapter 23.12 Division 1 (Building Code) is amended to read as follows

23.12.011 - Local Adoption of Amendments to the California Building Code.

Section 101.1 Title shall be amended as follows, "These regulations shall be known as the Building Code of the City of Del Mar, hereinafter referred to as "this code.""

SECTION THREE:

That the title of Section 23.12.012 of Chapter 23.12 Division 1 (Building Code), is amended to read as follows:

23.12.012 - Local Amendment to Section 105.1 of the California Building Code.

Local amendments to Section 105.1 (Required) to require permits for repaving and restriping by adding the following statement at the end of Section 105.1 - Required:

"A building permit is required for repaving and/or re-striping of all parking lots serving commercial, office, multi-family and hotel buildings and structures. Re-striping shall meet the current edition of the CBC."

Finding and Justification:

That the City of Del Mar, due to its unique local topographic conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, and to ensure continued access for people with disabilities necessitates that building permit be required for re-striping of parking lots serving commercial, office, multi-family and hotel buildings and structures.

SECTION FOUR:

That Section 23.12.013 of Chapter 23.12 Division 1 (Building Code), is amended to read as follows:

Section 23.12.013 - Local Amendment to Section 105.2 of the California Building Code.

Local amendments to Section 105.2 (Work exempt from a Building Permit) are as follows:

1. Modifies California Building Code Section 105.2 - 1. as follows: One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed than **48 square feet (4.46 square meters)**. It is permissible that these structures still be regulated by Part 7 California Wildland Urban-Interface Code, despite exemption from permit.
2. Modifies California Building Code Section 105.2 - 2. as follows: Fences not over **12 inches (305 mm)** high.
3. Modifies California Building Code Section 105.2 - 4. as follows: Retaining walls that are not over **12 inches (305 mm)** in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Modifies California Building Code Section 105.2 - 6. by adding the following exemption at the end of item 6: **"Sidewalks and driveways not more than 30 inches in the rear yard, and 18 inches in the side yard, above adjacent grade, and not over any basement or story below and are not part of an accessible**

route. This exception applies only to structures accessory to a single-family dwelling (Group R, Division 3 Occupancy)."

Unless otherwise exempted by this code, separate plumbing, electrical and mechanical permits will be required for the above exempted items.

Finding and Justification:

That the City of Del Mar, due to its unique local topographic and geological conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, the higher risk of slope failures and landslides, the need to ensure incorporation of clean water design standards, and the unusually small size of residential lots, necessitate that building permit be required for fences and retaining walls over 12 inches in height and walks and sidewalks of more than 30 inches in the rear yard, and 18 inches in the side yard.

SECTION FIVE:

That Section 23.12.014 of Chapter 23.12 Division 1 (Building Code), is amended to read as follows:

23.12.014 - Local Amendment to Section 1505.1 of the California Building Code.

Local amendments to Section 1505.1 (General) and Table 1505.1 (Minimum Roof Assembly Classification for Types of Construction) are as follows:

1505.1 General. Fire classification of roof assemblies shall be in accordance with Section 1505. The minimum fire classification of roof assemblies installed on buildings shall comply with Table 1505.1 based on type of construction of the building. Class A roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E108 or UL 790.

No wood shake or shingle products are permitted to be installed on the roof of any Occupancy Group.

Class A Roof-Covering shall not be required for roof repair where the proposed improvements are at or below 10% of the total roof area. This exemption shall be allowed for only one repair of 10% or less. Subsequent roof repairs shall be required to meet the standards set forth in Section 1503 of the California Building Code.

For re-roofing of existing residential buildings, the Class A Roofing Assembly may be limited to the part of the assembly specified from the sheathing upward, provided the existing sheathing is solid with a minimum thickness of 3/8". Where spaced sheathing currently exists, it shall be replaced or covered with sheathing of a thickness required for a Class A assembly.

Roofing shall be secured or fastened to support the roof construction and shall provide weather protection for the building at the roof.

TABLE 1505.1
 MINIMUM ROOF ASSEMBLY CLASSIFICATION
 FOR TYPE OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A	A	A	A	A	A	A	A	A

Local amendments to Section 1505.1.2 (Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI)). are as follows:

*1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than **10 percent** of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least **Class A** fire classification.*

Finding and Justification:

That the City of Del Mar has many large brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these topographic and climatic conditions necessitate greater fire protection than that provided by the 2022 California Building Code. Therefore, this chapter alters the 2025 California Building Code, to require Class A fire retardant roof coverings throughout the city.

SECTION SIX:

That Section 23.12.018 of Chapter 23.12 Division 1 (Building Code) is removed to repeal a reference to outdated appendices.

SECTION SEVEN:

That Section 23.12.020 of Chapter 23.12 Division 2 (Electrical Code) be amended to read as follows:

23.12.020 - Adoption of the 2025 California Electrical Code Part 3, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city electrical code for the purpose of prescribing regulations in the city of Del Mar for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the 2025 California Electrical, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code based on the National Electrical Code, 2023 Edition. Except as otherwise provided by this Chapter other parts of the City of Del Mar Municipal Code, all installation, alteration, or repair of electrical systems within the City of Del Mar shall be in conformance with the 2025 California Electrical Code published by the California Building Standards Commission.

SECTION EIGHT:

That Section 23.12.030 of Chapter 23.12 Division 3 (Plumbing Code) be amended to read as follows:

23.12.030 - Adoption of the 2025 California Plumbing Code. Part 5. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Plumbing Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Del Mar shall be in conformance with 2025 California Plumbing Code, published by the California Building Standards Commission.

SECTION NINE:

That Section 23.12.040 of Chapter 23.12 Division 4 (Mechanical Code) be amended to read as follows:

23.12.040 - Adoption of the 2025 California Mechanical Code. Part 4. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Mechanical Code for the purpose of prescribing regulations in the City of Del Mar for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as

otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with California State Building Standards Code and any rules and regulations promulgated pursuant thereto, published by the California Buildings Standards Commission.

SECTION TEN:

That Section 23.12.050 of Chapter 23.12 Division 5 (Energy Code) be amended to read as follows:

23.12.050 - Adoption of the 2025 California Energy Code. Part 6. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city energy code for the purpose of prescribing regulations in the City of Del Mar for the conservation of energy the 2025 California Energy Code, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction of buildings where energy will be utilized shall be in conformance with California Building Standards Code and any rules and regulations promulgated pursuant thereto, including the California Energy Commission 2025 California Energy Code, published by the California Energy Commission.

SECTION ELEVEN:

That Section 23.12.060 and 23.12.061 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.060 - Adoption of the 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city residential code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of one- and two-family dwellings, and townhouses, the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. and the 2025 California Residential Code. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction of one- and two-family dwellings and townhouses shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant there to, including the 2025 California Residential Code, and the

adopted Appendix Chapters, published by the California Building Standards Commission.

SECTION TWELVE:

That Section 23.12.061 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.061 - Local Adoption of Amendments to the California Residential Code.

Section R101.1 Title shall be amended as follows, "These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of Del Mar and shall be cited as such and will be referred to herein as "this code"".

SECTION THIRTEEN:

That Section 23.12.062 of Chapter 23.12 Division 6 (Residential Code) is amended to read as follows:

23.12.062 - Local Amendment to Section R105.2 of the California Residential Code.

Local amendments to Section R105.2 (Work exempt from a Building Permit) are as follows:

1. Modifies California Residential Code Section R105.2 - 1. as follows: One-story detached accessory structures, provided that the floor area does not exceed **48 square feet (4.46 square meters)**. It is permissible that these structures shall be regulated by Part 7 California Wildland Urban-Interface Code, despite exemption from permit.
2. Modifies California Residential Code Section 105.2 - 2. as follows: Fences not over **12 inches (305 mm)** high.
3. Modifies California Residential Code Section 105.2 - 3. as follows: Retaining walls that are not over **12 inches (305 mm)** in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Modifies California Residential Code Section 105.2 - 5. to add an additional requirement as follows: **Sidewalks and driveways. not more than 30 inches in the rear yard, and 18 inches in the side yard, above adjacent grade, and not over any basement or story below and are not part of an accessible route. This exception applies only to structures accessory to a single-family dwelling (Group R, Division 3 Occupancy).**

Finding and Justification:

That the City of Del Mar, due to its unique local topographic and geological conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, the higher risk of slope failures and landslides, the need to ensure incorporation of clean water design

standards, and the unusually small size of residential lots necessitates that building permit be required for fences and retaining walls over 12 inches in height and walks and sidewalks of more than 30 inches in the rear yard, and 18 inches in the side yard.

SECTION FOURTEEN:

That Section 23.12.063 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.063 - Local Amendment to Section R902.1 of the California Residential Code.

Local amendments to Section R902.1 (Roof Assemblies) to delete reference to Class B and C roof covering and be consistent with Section 1505 of the California Building Code as follows:

R902.1 Roof assemblies.

Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905. Where **Class A** roof assemblies are required, they shall be tested in accordance with ASTM E108 or UL 790. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible roof decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.
3. Class A roof assemblies include minimum 16 ounces per square foot (4.882 kg/m²) copper sheets installed over combustible roof decks.
4. Class A roof assemblies include slate installed over underlayment over ASTM D226, Type II underlayment over combustible decks.

All roof-coverings, including re-roofing except as specified in Section R902.1.2 below, shall be of a roof classification not less than a Class A Roof-Covering.

No wood shake or shingle products are permitted to be installed on the roof of any Occupancy Group.

For re-roofing of existing residential buildings, the Class A Roofing Assembly may be limited to the part of the assembly specified from the sheathing upward, provided the existing sheathing is solid with a minimum thickness of 3/8". Where spaced sheathing currently exists, it shall be replaced or covered with sheathing of a thickness required for a class A assembly.

Roofing shall be secured or fastened to the supporting roof construction and shall provide weather protection for the building at the roof.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require Class A fire retardant roof coverings throughout the city.

SECTION FIFTEEN:

That Section 23.12.064 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.064 - Local Amendment to Section R902.1.2 of the California Residential Code.

Local amendments to Section R902.1.2 to be renumbered to be consistent with the 2025 California Residential Code to read as follows:

R902.1.2 Roof Covering in all other areas. The entire roof covering of every existing structure where more than **10 percent** of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least **Class A**.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that

natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require Class A fire retardant roof coverings throughout the city.

SECTION SIXTEEN:

That Section 23.12.065 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.065 - Local Amendment to Section R309.1 Exception of the California Residential Code.

Section R309.1 (Townhouse Automatic Sprinkler Systems) Exception is amended to read as follows:

R309.1 Exception: An automatic residential fire sprinkler system may be required by the Fire Code Official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler installed.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code,

requiring that automatic residential fire sprinkler systems may be required by the Fire Code Official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler installed.

SECTION SEVENTEEN:

That Section 23.12.066 of Chapter 23.12 Division 6 (Residential Code) be amended to read as follows:

23.12.066 - Local Amendment to Section R309.2 Exception of the California Residential Code.

Section R309.2 (One- and Two-family Dwellings Automatic Sprinkler Systems) Exceptions is amended to read as follows:

R309.2 Exceptions:

- 1. An automatic residential fire sprinkler system may be required by the Fire Code Official for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.**

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require that an automatic residential fire sprinkler system may be required by the Fire Code Official for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.

SECTION EIGHTEEN:

That Section 23.12.067 of Chapter 23.12 Division 6 (Residential Code) is added to read as follows:

23.12.067 - Adoption of Appendix CI of the 2025 California Residential Code.

Appendix CI of the 2025 California Residential Code is adopted.

Finding and Justification:

To comply with the Swimming Pool Safety Act found in Health and Safety Code Sections 115920 through 115929.

SECTION NINETEEN:

That Section 23.12.070 of Chapter 23.12 Division 7 (Green Building Code) be amended to read as follows:

23.12.070 - Adoption of the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city green building code for the purpose of prescribing regulations in the City of Del Mar for improving public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices, the 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided in this chapter and other parts of the Del Mar Municipal Code, all construction shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant there to, including the 2025 California Green Building Code, published by the California Building Standards Commission and Appendix A5 (Tier 1 non-residential voluntary measures), incorporated herein by reference, is adopted as mandatory provisions for all new non-residential construction and any non-residential construction over a \$150,000.00 valuation as determined by the City of Del Mar Building Division.

SECTION TWENTY:

That DIVISION 8, is added to read as follows:

DIVISION 8. – ADMINISTRATIVE CODE

SECTION TWENTY-ONE:

That Section 23.12.080 of Chapter 23.12 Division 8 (Administrative Code) be amended to read as follows:

23.12.080 - Adoption of the 2025 California Administrative Code, Part 1, Title 24 of the California Code of Regulations.

The California Administrative Code, Part 1, Title 24 of the California Code of Regulations is adopted and incorporated by reference herein as the city administrative code for the purpose of prescribing regulations in the City of Del Mar.

SECTION TWENTY-TWO:

That Sections 23.12.082 and 23.12.084 of Chapter 23.12 Division 8 (Administrative Code) are removed to repeal prior “reserved” sections that are not needed.

SECTION TWENTY-THREE:

That DIVISION 9, is added to read as follows:

DIVISION 9. – REFERENCE STANDARDS CODE

SECTION TWENTY-FOUR:

That Section 23.12.090 of Chapter 23.12 Division 9 (Reference Standards Code) be emended to read as follows:

23.12.090 - Adoption of the 2025 California Reference Standards Code, Part 12, Title 24 of the California Code of Regulations.

The California Reference Standards Code is adopted and incorporated by reference herein for the purpose of prescribing regulations in the City of Del Mar.

SECTION TWENTY-FIVE:

That DIVISION 10, is added to read as follows:

DIVISION 10. – WILDLAND-URBAN INTERFACE CODE

SECTION TWENTY-SIX:

That Section 23.12.100 of Chapter 23.12 Division 10 (Wildland Urban Interface Code) is added to read as follows:

23.12.100 - Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached, the 2025 California Wildland-

Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Wildland-Urban Interface Code, 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached within the City of Del Mar shall be in conformance with the 2025 California Wildland-Urban Interface Code, published by the California Building Standards Commission.

SECTION TWENTY-SEVEN:

No changes to Sections 23.70.010 – 23.70.040 of Chapter 23.70 (Construction and Demolition Debris Recycling).

That Section 23.70.050 of Chapter 23.70 (Construction and Demolition Debris Recycling) is amended to read as follows:

23.70.050 - Compliance with Waste Management Plan.

- A. Documentation. Prior to requesting a final inspection, the applicant shall submit documentation to the Building Official that the diversion requirement for the project has been met. It shall be the responsibility of the applicant to obtain the required documentation from the vendor and/or recycling facility. If the applicant does not submit the required documentation, the applicant may be subject to enforcement action pursuant to DMMC 23.70.070. The documentation for compliance shall include the following:
1. Copies of waste tickets or similar documentation from the vendor or recycling facility that collected or received each material, listing the following information:
 - a. The address of the recycling facility;
 - b. The project permit number(s);
 - c. The project address or place of origin;
 - d. The weight of each material collected; and
 - e. A description of the waste type.
 1. The Applicant shall ensure that the vendor has accurately categorized material that has been diverted from disposal with a waste type label such as “Construction & Demolition,” “Recycling,” “Re-Use,” or other similar labels to denote that the material is not intended for disposal.
 2. Tickets coded as “Municipal Solid Waste (MSW)”, “Trash”, “Waste”, or other similar coding to denote that the material is

intended for disposal shall be counted as disposal in determining the project's overall diversion rate.

2. A copy of the approved WMP for the project adding the actual weight of each material diverted and landfilled.
- B. Weighing of Wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled is measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates.
- C. Determination of Compliance.
1. Full Compliance. If the applicant has fully complied with the diversion requirement for the project, the final WMP report shall be approved.
 2. Good Faith Effort to Comply. On a very limited basis, if the diversion requirement has not been achieved, the Planning and Community Development Director shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply considering the following:
 - a. The availability of markets for the C&D debris landfilled;
 - b. The percent of total waste diverted;
 - c. The size of the project; and
 - d. The documented efforts of the applicant to divert C&D debris.

If the Planning and Community Development Director determines that the applicant has made a good faith effort to comply with this chapter, the Director may approve the final WMP report.

3. Noncompliance. If the applicant has been found to have not made a good faith effort to comply with the diversion requirement applicable to the project, or if the applicant fails to submit the documentation required by Subsection A of this Section, then the applicant shall be subject to the enforcement provisions of DMMC 23.70.070. Any penalty assessed must be paid to the City prior to final inspection.
4. Noncompliance Notification and Appeal. Upon a determination of noncompliance, the applicant shall be notified of the WMP report findings. The notice shall be in writing and shall identify the specific area(s) of noncompliance with the WMP and inform the applicant that it has a right to a hearing to appeal the determination pursuant to DMMC 1.12.

No changes to Sections 23.70.060 (Exemptions) and 23.70.070 (Enforcement) of Chapter 23.70.

Finding and Justification:

To comply with the California Waste Management Act of 1989, Assembly Bill 939, the City of Del Mar developed and implemented a waste diversion program to address the State-mandated diversion of construction and demolition waste. The City's program was adopted by ordinance on August 5, 2019. Through the course of implementation, it has become necessary to clarify the requirements of the documentation needed to demonstrate that C&D waste was properly disposed of. By adopting this amendment to the City's code, the City is improving its implementation of the California Green Building Code.

SECTION TWENTY-EIGHT:

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION TWENTY-NINE:

This Ordinance was introduced by the City Council on September 8, 2025.

SECTION THIRTY:

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 THIRTY-ONE:

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

SECTION THIRTY-TWO:

Upon adoption, the City Building Official is hereby authorized and directed to file a copy of this Ordinance with the California Building Standards Commission consistent with Section 17958.7(a) of the California Health and Safety Code.

SECTION THIRTY-THREE:

Per State mandate, the 2025 Edition of the California Building Standards Code does not go into effect until January 1, 2026. Upon adoption, the Ordinance will take effect and be in force 30 days from the date of City Council adoption ("Effective Date"), but the provisions of the Ordinance shall not be operative until January 1, 2026.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 22nd day of September, 2025.

Terry Gaasterland, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 22nd day of September, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

SUMMARY OF THE 2025 CALIFORNIA BUILDING STANDARDS CODE AMENDMENTS

DEL MAR MUNICIPAL CODE CHAPTER 23.12 – CALIFORNIA CODES FOR CONSTRUCTION

SUMMARY OF CHANGES FROM 2022 TO 2025

- *Section 23.12.010 - Adoption of the 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.011 – Local Adoption of Amendments to the California Building Code.*

Section revised to amend section title.

- *Section 23.12.012 – Local Amendment to Section 105.1 of the California Building Code.*

Section revised to amend section title.

- *Section 23.12.013 – Local Amendment to Section 105.2 of the California Building Code.*

Section revised to amend section title and reflect updated language of the 2025 California Building Standards Codes and the adoption of Appendix CI. The modifications adopted with the local amendment in 2022 have been applied to the new text.

- *Section 23.12.014 – Local Amendment to Section 1505.1 of the California Building Code.*

Section revised to amend section title, reflect updated language of the 2025 California Building Standards Codes and codify the adoption of the California Wildland-Urban Interface Code. The modifications adopted with the local amendment in 2019 have been applied to the new text.

- *Section 23.12.018 – Appendices Adopted.*

Section deleted to remove a reference to outdated appendices.

- *Section 23.12.020 – Adoption of the 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.030 – Adoption of the 2025 California Plumbing Code. Part 5. Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.040 – Adoption of the 2025 California Mechanical Code. Part 4. Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.050 – Adoption of the 2025 California Energy Code. Part 6. Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.060 – Adoption of the 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.061 – Local Adoption of Amendments to the California Residential Code.*

Section revised to amend section title.

- *Section 23.12.062 – Local Amendment to Section R105.2 of the California Residential Code.*

Section revised to amend title, reflect updated language of the 2025 California Residential Code, and codify the adoption of the California Wildland-Urban Interface Code. The modifications adopted with the local amendment in 2022 have been applied to the new text.

- *Section 23.12.063 – Local Amendment to Section R902.1 of the California Residential Code.*

Section revised to amend title, renumber the section reference to be consistent with 2025 California Residential Code numbering, reflect updated language of the 2025 California Residential Code, and codify the adoption of the California Wildland-Urban Interface Code. The modifications adopted with the local amendment in 2022 have been applied to the new text.

- *Section 23.12.064 – Local Amendment to Section R902.1.2 of the California Residential Code.*

Section revised to amend title, reflect updated language of the 2025 California Residential Code, and renumber the section reference to be consistent with 2025 California Residential Code numbering. The modifications adopted with the local amendment in 2022 have been applied to the new text.

- *Section 23.12.065 – Local Amendment to Section R309.1 Exception of the California Residential Code.*

Section revised to amend title and renumber the section reference to be consistent with 2025 California Residential Code numbering.

- *Section 23.12.066 – Local Amendment to Section R309.2 Exception of the California Residential Code.*

Section revised to amend title and renumber the section reference to be consistent with 2025 California Residential Code numbering.

- *Section 23.12.067 – Adoption of Appendix CI of the 2025 California Residential Code.*

Section revised to adopt Appendix CI of the California Residential Code.

- *Section 23.12.070 – Adoption of the 2025 California Building Standards Code, Part 11, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.080 – Adoption of Division II of Chapter 1 of the 2025 California Administrative Code, Part 1, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.082 – Reserved.*

Section deleted to remove unnecessary reservation of a former code section.

- *Section 23.12.084 – Reserved.*

Section deleted to remove unnecessary reservation of a former code section.

- *Section 23.12.090 – Adoption of the 2025 California Reference Standards Code, Part 12, Title 24 of the California Code of Regulations.*

Section revised to update the new code reference year of 2025.

- *Section 23.12.100 – Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.*

Section added to adopt the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

**DEL MAR MUNICIPAL CODE CHAPTER 23.70 – CONSTRUCTION AND DEMOLITION
DEBRIS RECYCLING**

SUMMARY OF CHANGES FROM 2019 TO 2025

- *Section 23.70.040 – Review of Waste Management Plan.*

Section revised to clarify the documentation required to demonstrate compliance with the reporting requirement of a Waste Management Plan.

Strikeout of Existing DMMC Chapters 23.12 and 23.70

Editorial Note:

The existing code contains a number of sections which are formatted in the ~~strikeout~~/underline format to indicate areas of the California Building Standards Code which were amended by local ordinance. In order to best represent the changes between the 2022 version of the code and the proposed amendments included in this ordinance, sections which contain new amendments or updated code language will be formatted using the **bolded** ~~strikeout~~/underline format to distinguish between new and existing code language in this exhibit (Attachment C). Text which is **bolded** or ~~struck~~ in the ordinance (Attachment A) is intentionally formatted to distinguish for code users standards which are unique to Del Mar through the adoption of local amendments.

Chapter 23.12 - CA CODES FOR CONSTRUCTION

DIVISION 1. - BUILDING CODE

23.12.010 - Adoption of the ~~2022 California Building Code~~ 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Building Code for the purpose of prescribing regulations in the City of Del Mar for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures, the ~~2022 California Building Code~~ 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Building Code, ~~2021 Edition~~ 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures within the City of Del Mar shall be in conformance with the ~~2022 California Building Code~~ 2025 California Building Code and the adopted Appendix Chapters, published by the California Building Standards Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 1, 11-18-2019; Ord. No. 994, § 2, 10-17-2022, eff. 1-1-2023)

Editor's note— Ord. No. 922, § 3, adopted November 21, 2016, repealed the former Sections 23.12.010, 23.12.012, 23.12.014, 23.12.016, 23.12.018, 23.12.020, 23.12.030, 23.12.032, 23.12.040, 23.12.042, 23.12.050, 23.12.060, 23.12.062, 23.12.063, and 23.12.070 in their entirety, and enacted new Sections 23.12.010, 23.12.011, 23.12.012, 23.12.014, 23.12.018, 23.12.020, 23.12.030, 23.12.040, 23.12.050,

23.12.060—23.12.065, and 23.12.070 to read as herein set out. The former provisions pertained to various codes for construction, and derived from Ord. No. 412; Ord. No. 632; Ord. No. 678; Ord. No. 763; Ord. No. 775; Ord. No. 800; Ord. No. 808; Ord. No. 853, and Ord. No. 890.

23.12.011 - ~~Section 101.1~~ amended. Local Adoption of Amendments to the California Building Code.

Section 101.1 Title shall be amended as follows, “These regulations shall be known as the Building Codes of the City of Del Mar, hereinafter referred to as “this code.””

(Ord. No. 922, § 3, 11-21-2016)

Note— See editor's note at Section 23.12.010.

23.12.012 - ~~Section 105.1~~ amended. Local Amendment to Section 105.1 of the California Building Code.

Local amendments to Section 105.1 (Permits Required) to require permits for repaving and restriping by adding the following statement at the end of Section 105.1 - Required:

"A building permit is required for repaving and/or re-striping of all parking lots serving commercial, office, multi-family and hotel buildings and structures. Re-striping shall meet the current edition of the CBC."

(Ord. No. 994, § 2, 10-17-2022, eff. 1-1-2023)

Finding and Justification:

That the City of Del Mar, due to its unique local topographic conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, and to ensure continued access for people with disabilities necessitates that building permit be required for re-striping of parking lots serving commercial, office, multi-family and hotel buildings and structures.

23.12.013 - ~~Section 105.2~~ amended. Local Amendment to Section 105.2 of the California Building Code.

Local amendments to Section 105.2 (Work exempt from a Building Permit) are as follows:

1. Modifies ~~CBC~~ California Building Code Section 105.2 - 1. as follows: One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed ~~420~~ 48 square feet (~~41.15 m²~~ 4.46 square meter). It is

permissible that these structures still be regulated by **Section 710A Part 7 California Wildland Urban-interface Code**, despite exemption from permit.

2. Modifies **CBC California Building Code** Section 105.2 - 2. as follows: Fences, ~~other than swimming pool barriers,~~ not over 7 feet (2134 mm) 12 inches (305 mm) high.

3. Modifies **CBC California Building Code** Section 105.2 - 4. to exempt the following: Retaining walls that are not over 12 inches high measured from the ~~top of the footing.~~ bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

4. Modifies **CBC California Building Code** Section 105.2 - 6. by adding the following exemption at the end of item 6: "Sidewalks and driveways not more than 30 inches in the rear yard, and 18 inches in the side yard, above adjacent grade, and not over any basement or story below and are not part of an accessible route. This exception applies only to structures accessory to a single-family dwelling (Group R, Division 3 Occupancy)."

Unless otherwise exempted by this code, separate plumbing, electrical and mechanical permits will be required for the above exempted items.

Finding and Justification:

That the City of Del Mar, due to its unique local topographic and geological conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, the higher risk of slope failures and landslides, the need to ensure incorporation of clean water design standards, and the unusually small size of residential lots, necessitate that building permit be required for fences and retaining walls over 12 inches in height and walks and sidewalks of more than 30 inches in the rear yard, and 18 inches in the side yard.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 2, 11-18-2019; Ord. No. 994, § 3, 10-17-2022, eff. 1-1-2023)

Editor's note— Ord. No. 994, § 2, adopted Oct. 17, 2022, added a new Section 23.12.012 and subsequently renumbered the former Section 23.12.012 as § 23.12.013. Historical notations have been retained for reference purposes.

Note— See editor's note at Section 23.12.010.

23.12.014 - Section 1505 Amended. Local Amendment to Section 1505.1 of the California Building Code.

Local amendments to Section 1505 Roofing Requirements are as follows: Local amendments to Section 1505.1 (General) and Table 1505.1 (Minimum Roof Assembly Classification for Types of Construction) are as follows:

~~Section 1505 Roofing Requirements. The roof covering or roofing assembly on any structure regulated by this code shall be as specified in Table 1505.1 and as classified in Section 1505. All roof coverings, including re-roofing shall be of a roof classification not less than a Class A Roof-Covering.~~

1505.1 General. Fire classification of roof assemblies shall be in accordance with Section 1505. The minimum fire classification of roof assemblies installed on buildings shall comply with Table 1505.1 based on type of construction of the building. Class A, B and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E108 or UL 790. In addition, fire-retardant-treated woodroof coverings shall be tested in accordance with ASTM D2898; fire-retardant treated shingles and shakes shall comply with Section 1505.6.

No wood shake or shingle products are permitted to be installed on the roof of any Occupancy Group.

Class A Roof-Covering shall not be required for roof repair where the proposed improvements are at or below 10% of the total roof area. This exemption shall be allowed for only one repair of 10% or less. Subsequent roof repairs shall be required to meet the standards set forth in Section 1503 of the California Building Code.

For re-roofing if of existing residential buildings, the Class A Roofing Assembly may be limited the part of the assembly specified from the sheathing upward, provided the existing sheathing is solid with a minimum thickness of 3/8". Where spaced sheathing currently exists, it shall be replaced or covered with sheathing of a thickness required for a Class A Assembly.

Roofing shall be secured or fastened to the supporting roof construction and shall provide weather protection for the building at the roof.

TABLE 1505.1
MINIMUM ROOF ~~COVERING~~ ASSEMBLY CLASSIFICATION
FOR TYPE OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
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A	A	A	A	A	A	A	A	A
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Local amendments to Section 1505.1.2 (Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI)). are as follows:

1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than ~~50 percent~~ **10 percent** of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least **Class C A** fire classification.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 3, 11-18-2019)

Note— See editor's note at Section 23.12.010.

Finding and Justification:

That the City of Del Mar has many large brush-covered hillsides. The City is subject to frequent Santa Ana conditions consisting of dry gusting winds, which create extreme fire dangers. The City Council specifically finds that these topographic and climatic conditions necessitate greater fire protection than that provided by the 2022 California Building Code. Therefore, this chapter alters the 2025 California Building Code, to require Class A fire retardant roof coverings throughout the city.

~~23.12.018 - Appendices Adopted.~~

~~Appendix AX of the 2022 California Residential Code is adopted.~~

~~(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 4, 11-18-2019; Ord. No. 994, § 5, 10-17-2022, eff. 1-1-2023)~~

~~Note— See editor's note at Section 23.12.010.~~

DIVISION 2. ELECTRICAL CODE

~~23.12.020 - Adoption of the 2022 California Electrical Code~~ 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city electrical code for the purpose of prescribing regulations in the city of Del Mar for the installation, alteration or repair of electrical systems and permit requirements and inspection thereof, the ~~2022 California Electrical Code~~ 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code based on the National Electrical Code, ~~2020 Edition~~ 2023 Edition. Except as otherwise provided by this Chapter other parts of the City of Del Mar Municipal Code, all installation,

alteration, or repair of electrical systems within the City of Del Mar shall be in conformance with the ~~2022 California Electrical Code~~ 2025 California Electrical Code published by the California Building Standards Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 5, 11-18-2019; Ord. No. 994, § 6, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

DIVISION 3. - PLUMBING CODE

23.12.030 - Adoption of the ~~2022 California Plumbing Code~~ 2025 California Plumbing Code. Part 5. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Plumbing Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the ~~2022 California Plumbing Code~~ 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction, alteration, moving, demolition, repair and use of all plumbing, gas or drainage piping and systems or water heating or treating equipment within the City of Del Mar shall be in conformance with ~~2022 California Plumbing Code~~ 2025 California Plumbing Code, published by the California Building Standards Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 6, 11-18-2019; Ord. No. 994, § 7, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

DIVISION 4. - MECHANICAL CODE

23.12.040 - Adoption of the ~~2022 California Mechanical Code~~ 2025 California Mechanical Code. Part 4. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Mechanical Code for the purpose of prescribing regulations in the City of Del Mar for the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances, the ~~2022 California Mechanical Code~~ 2025 California

Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances shall be in conformance with California State Building Standards Code and any rules and regulations promulgated pursuant thereto, published by the California Buildings Standards Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 7, 11-18-2019; Ord. No. 994, § 8, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

DIVISION 5. - ENERGY CODE

23.12.050 - Adoption of the ~~2022 California Energy Code~~ 2025 California Energy Code. Part 6. Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city energy code for the purpose of prescribing regulations in the City of Del Mar for the conservation of energy the ~~2022 California Energy Code~~ **2025 California Energy Code**, Part 6, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction of buildings where energy will be utilized shall be in conformance with California Building Standards Code and any rules and regulations promulgated pursuant thereto, including the California Energy Commission. ~~2022 California Energy Code~~ **2025 California Energy Code**, published by the California Energy Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 8, 11-18-2019; Ord. No. 994, § 9, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

DIVISION 6. - RESIDENTIAL CODE

23.12.060 - Adoption of the ~~2022 California Residential Code~~ 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city residential code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of one- and two-family dwellings, and townhouses, the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. and the ~~2022 California Residential Code~~ **2025 California Residential Code**. Except as otherwise provided by this Chapter and other parts of the City of Del Mar Municipal Code, all construction of one- and two-family dwellings and townhouses shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant there to, including the ~~2022 California Residential Code~~ **2025 California Residential Code, and the adopted Appendix Chapters**, published by the California Building Standards Commission.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 9, 11-18-2019; Ord. No. 994, § 10, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

23.12.061 - ~~Section R101.1 amended.~~ Local Adoption of Amendments to the California Residential Code.

Section R101.1 Title shall be amended as follows, "These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of Del Mar, and shall be cited as such and will be referred to herein as "this code.""

(Ord. No. 922, § 3, 11-21-2016)

Note— See editor's note at Section 23.12.010.

23.12.062 - ~~Section R105.2 amended.~~ Local Amendment to Section R105.2 of the California Residential Code.

Local amendments to Section R105.2 (Work exempt from a Building Permit) are as follows:

1. Modifies **CRC California Residential Code** Section R105.2 - 1. as follows: **Other than storm shelters**, One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area does not exceed ~~120 square feet~~ **48 square feet (44.15 square meters)** ~~4.46 square meters~~). It is permissible that these structures shall be regulated by ~~Section 710A~~,

~~despite exemption from permit~~ **Part 7 California Wildland Urban-Interface Code, despite exemption from permit.**

2. Modifies **CRC California Residential Code** Section 105.2 - 2. as follows: Fences not over 7 Feet (2134 mm) **12 inches (305 mm)** high.
3. Modifies **CBC California Residential Code** Section 105.2 - 3. to exempt the following: Retaining walls that are not over 12 inches high measured from ~~the top of the footing.~~ **the bottom of the footing to the top of the wall, unless supporting a surcharge.**
4. Modifies **CBC California Residential Code** Section 105.2 - 5. as follows: "Sidewalks and driveways not more than 30 inches in the rear yard, and 18 inches in the side yard, above adjacent grade, and not over any basement or story below and are not part of an accessible route. This exception applies only to structures accessory to a single-family dwelling (Group R, Division 3 Occupancy)."

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 994, § 11, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

Finding and Justification:

That the City of Del Mar, due to its unique local topographic and geological conditions, has determined it is necessary to establish more restrictive building standards than those set forth in the California Building Standards Code. The City Council specifically finds that the unusually hilly nature of the city, the many steep slopes in the city, the higher risk of slope failures and landslides, the need to ensure incorporation of clean water design standards, and the unusually small size of residential lots necessitates that building permit be required for fences and retaining walls over 12 inches in height and walks and sidewalks of more than 30 inches in the rear yard, and 18 inches in the side yard.

23.12.063 - Section R902.1.3 amended. Local Amendment to Section R902.1 of the California Residential Code.

Local amendments to Section ~~R902.1.3~~ **R902.1 (Roof Assemblies)** to delete reference to Class B and C roof covering and be consistent with Section 1505 of the **CBC California Building Code** as follows:

R902.1 Roof ~~covering materials~~ assemblies.

Roofs **Roof decks** shall be covered with materials as set forth in Section R904 **or with roof coverings as set forth in** and **Section** R905. A minimum Class A, B or C roofing shall be installed in areas designated by this section or where the edge of the roof **deck** is less than 3 feet (914 mm) from a lot line. **Where** Class A, B and C **roofing roof assemblies are required,** they shall be tested in accordance with ASTM **E103 E108** or

UL 790. **Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.**

Exceptions:

1. **Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.**
2. **Class A roof assemblies include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible roof decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.**
3. **Class A roof assemblies include minimum 16 ounces per square foot (4.882 kg/m²) copper sheets installed over combustible roof decks.**
4. **Class A roof assemblies include slate installed over underlayment over ASTM D226, Type II underlayment over combustible decks.**

All roof-coverings, including re-roofing except as specified in Section R902.1.2 below, shall be of a roof classification not less than a Class A Roof-Covering.

No wood shake or shingle products are permitted to be installed on the roof of any Occupancy Group.

For re-roofing of existing residential buildings, the Class A Roofing Assembly may be limited to the part of the assembly specified from the sheathing upward, provided the existing sheathing is solid with a minimum thickness of 3/8". Where spaced sheathing currently exists, it shall be replaced or covered with sheathing of a thickness required for a class A assembly.

Roofing shall be secured or fastened to the supporting roof construction and shall provide weather protection for the building at the roof.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 957, § 10, 11-18-2019; Ord. No. 994, § 12, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination,

these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require Class A fire retardant roof coverings throughout the city.

23.12.064 - Section R902.1.3 amended. Local Amendment to Section R902.1.2 of the California Residential Code.

Local amendments to Section R902.1.2 to be renumbered to be consistent with the **2022 CRC 2025 California Residential Code to read** as follows:-

R902.1.3 R902.1.2 Roof Covering in all other areas. The entire roof covering of every existing structure where more than ~~50 percent~~ 10 percent of the total roof area is replaced within ~~a~~ any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class C A.

(Ord. No. 994, § 12, 10-17-2022, eff. 1-1-2023)

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require Class A fire retardant roof coverings throughout the city.

23.12.065 - Section ~~R313.1~~ Exception amended. Local Amendment to Section R309.1 Exception of the California Residential Code.

Section ~~R313.1~~ **R309.1 (Townhouse Automatic Sprinkler Systems)** Exception is amended to read as follows:

~~**R313.1 R309.1** Exception: An automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic sprinkler system installed. An automatic residential fire sprinkler system may be required by the Fire Code Official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler installed.~~

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 994, § 14, 10-17-2022, eff. 1-1-2023)

Editor's note— Ord. No. 994, § 14, adopted Oct. 17, 2022, added a new provision as Section 23.12.064 and subsequently renumbered the former Sections 23.12.064 and 23.12.065 as Sections 23.12.065 and 23.12.066.

Note— See editor's note at Section 23.12.010.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, requiring that automatic residential fire sprinkler systems may be required by the Fire Code Official when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler installed.

23.12.066 - Section ~~R313.2~~ Exceptions amended. Local Amendment to Section R309.2 Exception of the California Residential Code.

Section ~~R313.2~~ **R309.2 (One- and Two-family Dwellings Automatic Sprinkler Systems)** Exceptions is amended to read as follows:

R313.2 R309.2 Exceptions:

1. ~~An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.~~ An automatic residential fire sprinkler system may be required by the Fire Code Official for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 994, § 15, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Sections 23.12.010 and 23.12.065.

Finding and Justification:

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially in the dry season. There are numerous areas of wildland-urban interface where structures, especially residences, are in close proximity to that natural vegetation. The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community. Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds). As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of the fire into the community. Land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles. The City Council specifically finds that these conditions necessitate greater fire protection than that provided by the 2025 California Residential Code. Therefore, this chapter alters the 2025 California Residential Code, to require that an automatic residential fire sprinkler system may be required by the Fire Code Official for additions or alterations to existing buildings that are not already provided with an automatic residential fire sprinkler system.

23.12.067 Adoption of Appendix CI of the 2025 California Residential Code.

Appendix CI of the 2025 California Residential Code is adopted.

Finding and Justification:

To comply with the Swimming Pool Safety Act found in Health and Safety Code Sections 115920 through 115929.

DIVISION 7. - GREEN BUILDING CODE

23.12.070 - Adoption of the ~~2022 California Building Standards Code~~ 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the city green building code for the purpose of prescribing regulations in the City of Del Mar for improving public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices, the ~~2022 California Green Building Standards Code~~ 2025 California Green Building Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code, Section 18902 et seq. Except as otherwise provided in this chapter and other parts of the Del Mar Municipal Code, all construction shall be in conformance with the California Building Standards Code and rules and regulations promulgated pursuant there to, including the ~~2022 California Green Building Standards Code~~ 2025 California Green Building Code, published by the California Building Standards Commission and Appendix A5 (Tier 1 non-residential voluntary measures), incorporated herein by reference, is adopted as mandatory provisions for all new non-residential construction and any non-residential construction over a \$150,000.00 valuation as determined by the City of Del Mar Building Division.

(Ord. No. 922, § 3, 11-21-2016; Ord. No. 937, § 1, 6-18-2018; Ord. No. 957, § 11, 11-18-2019; Ord. No. 994, § 16, 10-17-2022, eff. 1-1-2023)

Note— See editor's note at Section 23.12.010.

DIVISION 8. – ADMINISTRATIVE CODE

23.12.080 - Adoption of ~~Division II of Chapter 1 of the 2022 California Administrative Code~~ 2025 California Administrative Code, Part 1, Title 24 of the California Code of Regulations.

The California Administrative Code, Part 1, Title 24 of the California Code of Regulations is adopted and incorporated by reference herein as the city administrative code for the purpose of prescribing regulations in the City of Del Mar.

(Ord. No. 853; Ord. No. 890; Ord. No. 957, § 12, 11-18-2019; Ord. No. 994, § 17, 10-17-2022, eff. 1-1-2023)

~~23.12.082 – Reserved.~~

Editor's note— Ord. No. 957, § 13, adopted November 18, 2019, repealed § 23.12.082 in its entirety. Former § 23.12.082 pertained to the amendment to Chapter 2, Organization and Enforcement, and derived from Ord. No. 853 and Ord. No. 890.

~~23.12.084 – Reserved.~~

Editor's note— Ord. No. 957, § 14, adopted November 18, 2019, repealed § 23.12.084 in its entirety. Former § 23.12.084 pertained to the amendment to Chapter 3, Permits and Inspection, and derived from Ord. No. 853 and Ord. No. 890.

DIVISION 9. – REFERENCE STANDARDS CODE

23.12.090 - Adoption of the ~~2022 California Reference Standards Code~~ 2025 California Reference Standards Code, Part 12, Title 24 of the California Code of Regulations.

The California Reference Standards Code is adopted and incorporated by reference herein for the purpose of prescribing regulations in the City of Del Mar.

(Ord. No. 957, § 15, 11-18-2019; Ord. No. 994, § 18, 10-17-2022, eff. 1-1-2023)

DIVISION 10. – WILDLAND-URBAN INTERFACE CODE

23.12.100 – Adoption of the 2025 Wildland Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached, the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Wildland-Urban Interface Code, 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached within the City of Del Mar shall be in conformance with the 2025 California Wildland-Urban Interface Code, published by the California Building Standards Commission.

Chapter 23.70 - CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

23.70.010 - Definitions.

- A. *Applicant* means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private for profit or nonprofit corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, demolition, or renovation project within the City.
- B. *Construction* means the building of any improvement or any portion thereof including any tenant improvements to an existing facility or structure.
- C. *Construction and Demolition Debris* ("C&D Debris") means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, deconstruction, or demolition operations on any pavement, house, garage, greenwaste, commercial building, or other structure.
- D. *Conversion rate* means the rate set forth in the standardized conversion rate table approved by the city pursuant to this chapter for use in estimating the volume or weight of materials identified in a waste management plan.
- E. *Deconstruction* means the process of carefully dismantling a building or structure in order to salvage components for reuse and recycling.
- F. *Demolition* means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.
- G. *Divert* means to use construction or demolition debris for any purpose other than disposal in a landfill or transformation facility.
- H. *Emergency*: A sudden, unexpected occurrence demanding immediate action to prevent or mitigate loss of or damage to life, health, property or public services.
- I. *Project* means any activity which requires an application for a building or demolition permit or any similar permit from the City.
- J. *Recycling* means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- K. *Remodel* means any change, addition, or modification in an existing structure.
- M. *Renovation* means any change, addition, or modification in an existing structure.
- N. *Reuse* means the use, in the same form as it was produced, of a material which might otherwise be discarded.

- O. *Salvage* means the controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.
- P. *WMP review fee* means the fee for processing WMP applications as adopted by the City Council by resolution, if any.
- Q. *WMP report* means the final calculation of construction and demolition debris diversion for the project as described in DMMC 23.70.050.

(Ord. No. 950, § 2, 8-5-2019)

23.70.020 - Construction and demolition debris diversion requirements.

Owners and builders generating any construction and demolition debris on a project (residential or commercial) must comply with the minimum requirements regarding recycling or reuse for salvage set forth in the California Green Building Standards Code as adopted by Section 23.12 of the Del Mar Municipal Code, Tier I requirements for commercial projects, any applicable state law requirements, and the requirements of this Section. Failure to comply with any of the terms of this Chapter shall subject the project applicant to the full range of penalty and enforcement mechanisms of this Chapter.

(Ord. No. 950, § 3, 8-5-2019)

23.70.030 - Submission of Waste Management Plan.

- A. Waste Management Plan (WMP) Forms. Applicants for a Building Permit plan check shall complete and submit a Waste Management Plan on a City-approved form and pay a WMP review fee, if any, before a building or demolition permit may be issued. The completed WMP shall indicate all of the following:
 - 1. Estimated weight of C&D debris, by materials type, to be generated;
 - 2. Maximum weight of such materials that can feasibly be diverted via reuse or recycling;
 - 3. Vendor or facility that the applicant proposes to use to collect or receive that material;
 - 4. Estimated weight of C&D materials that will be landfilled; and
 - 5. Total square footage of the project.
 - 6. Indicates that the minimum required percentage set forth in DMMC 23.70.020 of all C&D debris generated by the project will be diverted.
- B. Calculating Weight of Debris. In estimating the weight of materials identified in the WMP, the applicant shall use the standardized conversion rates approved by the City.

- C. Deconstruction. In preparing the WMP, applicants for a building permit plan check involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to sending to a landfill.

(Ord. No. 950, § 4, 8-5-2019)

23.70.040 - Review of Waste Management Plan.

- A. Approval. Notwithstanding any other provision of this code, no Building Permit shall be issued unless the WMP has been approved. Approval shall not be required, however, where an emergency demolition, as determined by the Planning and Community Development Director, is required to protect public health or safety. The WMP shall not be approved unless it provides all of the information set forth in DMMC 23.70.030.
- B. Non-approval. If the WMP is incomplete or fails to indicate that the minimum required percentage set forth in DMMC 23.70.020 of all C&D debris generated by the project will be diverted, the WMP shall be returned to the applicant marked "Denied," including a statement of reasons, and so notify the Community Development Department, which shall withhold permit issuance until the WMP is resubmitted and approved.

(Ord. No. 950, § 5, 8-5-2019)

23.70.050 - Compliance with Waste Management Plan.

- A. Documentation. Prior to **requesting a** final inspection, the applicant shall submit documentation to the Building Official that the diversion requirement for the project has been met. **It shall be the responsibility of the applicant to request the required documentation from the vendor and/or recycling facility.** If the applicant does not submit the required documentation, the applicant may be subject to enforcement action pursuant to DMMC 23.70.070. The documentation for compliance shall include the following:
1. Copies of ~~receipts~~ **waste tickets or similar documentation** from the vendor or **recycling** facility that collected or received each material, ~~showing the actual weight of that material.~~ **listing the following information:**
 - a. **The address of the recycling facility;**
 - b. **The project permit number(s);**
 - c. **The project address or place of origin;**
 - d. **The weight of each material collected; and**

e. **A description of the waste type.**

1. **The Applicant shall ensure that the vendor has accurately categorized material that has been diverted from disposal with a waste type label such as “Construction & Demolition”, “Recycling”, “Re-Use”, or other similar labels to denote that the material is not intended for disposal.**
2. **Tickets coded as “Municipal Solid Waste (MSW)”, “Trash”, “Waste”, or other similar coding to denote that the material is intended for disposal shall be counted as disposal in determining the project’s overall diversion rate.**

2. A copy of the approved WMP for the project adding the actual weight of each material diverted and landfilled.

B. Weighing of Wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled is measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates.

C. Determination of Compliance.

1. Full Compliance. If the applicant has fully complied with the diversion requirement for the project, the final WMP report shall be approved.
2. Good Faith Effort to Comply. On a very limited basis, if the diversion requirement has not been achieved, the Planning and Community Development Director shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply considering the following:
 - a. The availability of markets for the C&D debris landfilled;
 - b. The percent of total waste diverted;
 - c. The size of the project; and
 - d. The documented efforts of the applicant to divert C&D debris.

If the Planning and Community Development Director determines that the applicant has made a good faith effort to comply with this chapter, the Director may approve the final WMP report.

3. Noncompliance. If the applicant has been found to have not made a good faith effort to comply with the diversion requirement applicable to the project, or if the applicant fails to submit the documentation required by Subsection A of this Section, then the applicant shall be subject to the enforcement provisions of DMMC 23.70.070. Any penalty assessed must be paid to the City prior to final inspection.
4. Noncompliance Notification and Appeal. Upon a determination of noncompliance, the applicant shall be notified of the WMP report findings. The notice shall be in writing and shall identify the specific area(s) of noncompliance with the WMP and inform the applicant that it has a right to a hearing to appeal the determination pursuant to DMMC 1.12.

(Ord. No. 950, § 6, 8-5-2019)

23.70.060 - Exemptions.

- A. The following project types are exempt from the requirements of this Chapter:
 1. Projects exempted from the construction waste disposal and recycling requirements of the State Green Building Standards Code, California Code of Regulations, Title 24, Part 11 (CALGreen Code). The City's Building Department shall maintain an up to date list of exempt project types.
 2. Emergency demolition projects, if the projects are required to protect public health or safety, as determined by the Planning and Community Development Director in consultation with the City's Building Official.
- B. Infeasibility Exemption Application. For project types that are not exempt per DMMC 23.70.060 A., if unique circumstances make it infeasible for a project applicant to comply with the diversion requirement, the applicant may apply for an exemption at the time that the applicant submits the required WMP. The applicant shall indicate on the WMP the maximum rate of diversion he or she believes is feasible for each material and the specific unique circumstances that make it infeasible to comply with the diversion requirement.
- C. Granting of Exemption. The Director of Planning and Community Development shall not issue an infeasibility exemption unless the Director can make at least one of the following findings:
 1. That circumstances exist that are unique to the project to the effect that compliance with the provisions of this Chapter would create an unusual burden on the project that is different than that of similarly situated properties.
 2. That for a specific project compliance with this Chapter would result in minimal or no increase in recycled materials or reduction in waste stream.

3. That diversion of one or more substances involved in the project presents unique and burdensome obstacles and would create an especially onerous economic burden on the project unless diversion of that substance is reduced or eliminated.

If one or more of the above findings may be made for a project, the project may be exempted from compliance with this chapter or determine the maximum feasible reduced diversion rate for each material as reported by the applicant and shall indicate this rate on the WMP submitted by the applicant. A copy of the WMP shall be returned to the applicant marked "Approved for Exemption".

D. Denial of Exemption. If the Director of Planning and Community Development is unable to make any of the findings required by Subsection C of this Section, the applicant shall be informed in writing. The applicant shall have 30 days to resubmit a WMP form in full compliance with DMMC 23.70.020. If the applicant fails to resubmit the WMP, or if the resubmitted WMP does not comply with DMMC 23.70.030, the Director of Planning and Community Development shall deny the WMP in accordance with DMMC 23.70.030. Notwithstanding any other provision of this Code, the determination of the WMP compliance officer shall be final.

(Ord. No. 950, § 7, 8-5-2019)

23.70.70 - Enforcement.

- A. Criminal Action. Any applicant who violates or fails to comply with any provision of this Chapter shall be guilty of a misdemeanor and subject to the enforcement provisions of provisions of DMMC 1.08.020.
- B. Civil Action. The City may redress a violation of, or failure to comply with, any provision of this Chapter pursuant to the provisions of DMMC 1.08.080.

(Ord. No. 950, § 8, 8-5-2019)

Finding and Justification:

To comply with the California Waste Management Act of 1989, Assembly Bill 939, the City of Del Mar developed and implemented a waste diversion program to address the State-mandated diversion of construction and demolition waste. The City's program was adopted by ordinance on August 5, 2019. Through the course of implementation, it has become necessary to clarify the requirements of the documentation needed to demonstrate that C&D waste was properly disposed of. By adopting this amendment to the City's code, the City is improving its implementation of the California Green Building Code.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Nicole Morrow, AICP, Associate Planner
Jordan Villagomez, Fire Marshal
Karen Brindley, Planning & Community Development Director
Via Ashley Jones, City Manager

DATE: September 8, 2025

SUBJECT: Introduction of an Ordinance to Adopt the 2025 California Fire Code, 2025 California Wildland Urban Interface Code, and Local Amendments

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council introduce an Ordinance (Attachment A) amending Del Mar Municipal Code (DMMC) Chapter 10.04 to adopt the 2025 Edition of the California Fire Code, adopt the 2025 Edition of the California Wildland-Urban Interface Code (CWUIC), amend Chapter 10.04 to reflect a local amendment to the 2025 California Fire Code, and continue to apply various locally adopted amendments thereto as necessary to reflect the Del Mar Fire Department's approach to fire prevention and protection.

BACKGROUND:

On July 1, 2025, the State published the updated 2025 Edition of the California Fire Code. The 2025 Edition of the code incorporates the updated standards from the 2024 Edition of the International Fire Code into the existing model code text. The code was prepared with amendments intended to further improve fire prevention and public health and safety standards, especially following an increase in wildfire activity statewide.

In addition to the California Fire Code update, the State also published the new California Wildland-Urban Interface Code (CWUIC). The CWUIC was prepared as a consolidated code manual that combines existing standards from Chapter 7A of the California Building Code, Section R337 of the California Residential Code, and Chapter 49 of the California Fire Code into the code format used by the International Code Council. The consolidation of the Codes was intended to make fire standards more accessible to code users.

The State of California regularly updates its Building Standards Codes, which include the California Fire Code and CWUIC, to incorporate updated safety standards. The 2025 Editions of the California Fire Code and CWUIC are the product of the State's regular

City Council Action:

triennial update cycle of the State Building Standards. In October 2022, the City Council adopted the prior version of the code, the 2022 Edition of the California Fire Code, which took effect on January 1, 2023.

In a related action, the Office of the State Fire Marshal published the updated statewide Fire Hazard Severity Zones Map earlier this year. The map assessed a variety of conditions that influence fire likelihood and fire behavior in order to classify areas with particular hazards as Moderate, High, or Very-High Fire Hazard Severity Zones. Development planned in areas that are designated as a Moderate, High, or Very-High Fire Hazard Severity Zone is required to follow the specified building standards established by the California Fire Code and CWUIC. The codes include standards such as those related to approved building materials, fire sprinklers, and emergency vehicle access. The City Council, in accordance with State mandate, adopted the updated Fire Hazard Severity Zones map for the City of Del Mar on June 16, 2025.

The 2025 Editions of the California Fire Code and CWUIC will take effect statewide on January 1, 2026. Due to the chaptering of Assembly Bill 130 earlier this year, a moratorium prohibiting amendments to a local jurisdiction's building standards will begin on October 1, 2025, and will be effective through June 1, 2031. Once the moratorium takes effect, a jurisdiction will only be allowed to amend its Building Standards under specified conditions and with the approval of the California Building Standards Commission.

The State's Building Standards Codes are intended to serve as the minimum enforceable standards for construction. In conjunction with the adoption of the State code, local jurisdictions may adopt more stringent fire safety standards that reflect their community's unique circumstances. A jurisdiction may also re-adopt those amendments from previous years that are still applicable. In previous years, the City of Del Mar has opted to adopt local amendments such as those which prohibit the sale or use of fireworks and other explosives.

Local jurisdictions are required to adopt the updated State codes through the Ordinance process. The City adopts and incorporates these State code regulations into the DMMC Title 10 Fire Prevention regulations. Since these regulations are not a part of the DMMC Title 30 Zoning Code or certified Local Coastal Program, the City Council has authority over the final action. There is no requirement for a Planning Commission recommendation or review by the California Coastal Commission.

DISCUSSION/ANALYSIS:

The City Council is being asked to introduce an Ordinance to adopt the 2025 Editions of the California Fire Code and CWUIC. The purpose of this Ordinance is to amend the DMMC to ensure consistency and State-mandated compliance with the California Fire Code and CWUIC. The proposed Ordinance will amend DMMC Chapter 10.04 to reflect

the adoption of the updated California Fire Code and CWUIC and modify existing code language to be consistent with the language of the 2025 Edition of the State’s fire codes.

The adoption of the updated codes will not impose a significant number of new regulations; however, the applicability of the codes differs now that Del Mar’s new Fire Hazard Severity Zones map has been adopted. Approximately 81% of city parcels were identified as being within a Fire Hazard Severity Zone. Development within the Fire Hazard Severity Zones will be subject to the standards contained within the California Fire Code and CWUIC. Compliance with these codes is not expected to create additional cost burdens or design requirements for projects within the Fire Hazard Severity Zones.

In addition to the existing locally adopted amendments, staff recommends one new local amendment to the 2025 Edition of the California Fire Code to add regulations requiring wildfire and ember-resistant vents for all residential units undergoing remodels, additions, or alterations. The proposed addition of Section 10.04.150 builds off the existing ventilation requirements of Section 504 of the State Fire Code by obligating that the vents placed in residential structures are approved as a wildfire flame and ember-resistant vent. This requirement is a cost-effective way to implement home hardening strategies in older structures. The amendment is intended to increase the resilience of the community by reducing the vulnerability of structures that were built prior to the adoption of updated home hardening regulations.

As proposed, all existing locally adopted amendments will continue to apply. Amendments to various sections of Chapter 10.04 of the DMMC have been proposed for the purpose of amending the existing code language of the local amendments to be consistent with the language of the 2025 Editions of the California Fire Code and CWUIC. The table below lists all local amendments, existing and proposed, and summarizes the status of each. A summary of the proposed changes from the existing code to the proposed Ordinance is provided in Attachments B. A strikeout version of the existing DMMC Chapter 10.04 is included in Attachment C.

Summary of Local Amendments (Existing and Proposed)

Type	DMMC Section	Proposed Change	Purpose
Existing Amendment	10.04.030	Modification	Update references to 2025 Code
Existing Amendment	10.04.040	Modification	Update references to 2025 Code
Existing Amendment	10.04.050	No Change	<i>No Change</i>
Existing Amendment	10.04.060	No Change	<i>No Change</i>
Existing Amendment	10.04.070	No Change	<i>No Change</i>
Existing Amendment	10.04.080	No Change	<i>No Change</i>
Existing Amendment	10.04.090	No Change	<i>No Change</i>
Existing Amendment	10.04.100	Modification	Update references to 2025 Code and update section numbering

Type	DMMC Section	Proposed Change	Purpose
Existing Amendment	10.04.110	Modification	Update references to 2025 Code and update section numbering
Existing Amendment	10.04.120	No Change	<i>No Change</i>
Existing Amendment	10.04.130	No Change	<i>No Change</i>
Proposed Amendment	10.04.140	Add Section	Adopt 2025 CWUI Code
Proposed Amendment	10.04.150	Modification	Adopt regulations requiring home hardening installations for residential units undergoing remodels, additions, or alterations

If adopted by the City Council, the Ordinance must be filed with the California Building Standards Commission to become effective in accordance with California Health and Safety Code Section 17958.7(a). As confirmed by Stoyan Bumbalov, Executive Director of the California Building Standards Commission, filings of local amendments by September 30, 2025, will be accepted by the Commission in accordance with the laws in place prior to the moratorium which begins on October 1, 2025. Additionally, although the Ordinance will take effect 30 days from adoption by the City Council, the regulations do not become operative until January 1, 2026, consistent with the effective date of the 2025 Editions of the California Fire Code and CWUIC.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the City Council related to this agenda item. The review of a development’s conformance with the applicable fire codes is processed through a separate review of development applications and building permits. As part of that process, the City applies fee charges to recover a portion of the administrative costs incurred to provide such reviews. No changes are proposed for the existing City’s fee schedule for issuance of Fire Department related permits.

ENVIRONMENTAL IMPACT:

This project is not subject to the provisions of the California Environmental Quality Act pursuant to Section 15061(b)(3). It can be seen with certainty that the adoption of the State-mandated Fire Codes with minor amendments will not have a significant effect on the environment.

HOUSING IMPACT:

Local adoption of the updated State-mandated building-related regulations will facilitate development of housing that complies with the minimum public health and safety standards as well as additional standards to reflect Del Mar’s unique characteristics and approach to design and development review. This includes greater safety in designated fire hazard severity zones through additional building design requirements for home-hardening consistent with the General Plan goals and policies for new housing and safety.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Updating the DMMC to adopt the California Building Codes by reference and incorporate local modifications is a Tier 1 priority for Fiscal Year 2025-26.

ATTACHMENTS:

Attachment A – Ordinance to Amend DMMC Chapter 10.04

Attachment B – Summary of the 2025 California Fire Code Amendments

Attachment C – Strikeout of Existing DMMC Chapter 10.04

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING DEL MAR MUNICIPAL CODE CHAPTER 10.04 (FIRE PREVENTION) BY AMENDING SECTIONS 10.04.010, 10.04.030, 10.04.040, 10.04.100 AND 10.04.110; BY CONFIRMING THAT THE LOCALLY ADOPTED AMENDMENTS IN EXISTING SECTIONS 10.04.050, 10.04.060, 10.04.070, 10.04.080, 10.04.090, 10.04.120 AND 10.04.130 WILL CONTINUE TO APPLY; BY ADDING NEW SECTIONS 10.04.140 AND 10.04.150; ALL RELATING TO THE APPLICABILITY OF THE 2025 CALIFORNIA BUILDING STANDARDS CODES AND ASSOCIATED STATE FIRE CODE WITHIN THE CITY OF DEL MAR

WHEREAS, Chapter 10.04 of the Del Mar Municipal Code is the Del Mar Fire Code, which adopts by reference the International Fire Code and the California Fire Code; and

WHEREAS, there is a need to amend Chapter 10.04 because the State of California ("State"), pursuant to Health & Safety Code section 17922, has recently adopted the 2024 version of the International Fire Code and the 2025 version of the California Fire Code (together, the "Fire Code"), in addition to the new 2025 California Wildland-Urban Interface Code; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the California Fire Code and California Wildland-Urban Interface Code; and

WHEREAS, California Health and Safety Code section 17958 permits local jurisdictions to make such changes or modifications to the California Building Standards Codes as are necessary due to local climatic, geological or topographical conditions; and

WHEREAS, local amendments adopted by the City of Del Mar shall take precedence over the Fire Code; and

WHEREAS, on August 29, 2025, the notice of City Council public hearing was published in the Coast News; and

WHEREAS, on September 8, 2025, the City Council held a duly noticed public hearing for introduction of the Ordinance; and

WHEREAS, the City Council finds that the minor modifications and changes to the California Fire Code are reasonably necessary to ensure consistent application of the codes throughout the State; and

WHEREAS, the proposed amendments do not constitute an amendment to the City's certified Local Coastal Program, which means that the final decision on the ordinance will be made by the Del Mar City Council.

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

SECTION ONE:

The City Council hereby confirms that the following findings are still applicable to conditions within the City of Del Mar pursuant to California Health and Safety Code section 17958.5:

Finding A

The City of Del Mar is adjacent to a major transportation corridor (Interstate 5) which traverses in a north/south direction. Interstate 5 is used to transport hazardous materials and is designated by the State of California as an approved route for transporting highly toxic and radioactive materials.

The City of Del Mar is bisected by a railroad line running north/south. Hazardous materials are transported on the railroad.

Underground pipes run parallel to the railroad line and carry natural gas under high pressure. Underground pipes run in a north/south direction in the eastern portion of the City and carry liquid petroleum under high pressure.

The transport, through the City, of hazardous, toxic, and radioactive materials, as well as natural gas and liquid petroleum, on a regular basis, increases the threat of fire ignition and spread. This adds to the fire danger posed by the City's climatic, topographic, and geological conditions.

Finding B

The City of Del Mar's topography is characterized by many large hillsides. The City's climate promotes the heavy growth of natural vegetation that covers the hillsides and is highly flammable, especially during the dry season. There are numerous areas of wildland-urban interface where structures, especially residential structures, are in close proximity to that natural vegetation.

The City's climate is characterized by Santa Ana conditions involving dry gusty winds. In summer and fall, the typical weather is hot and dry. In combination, these climatic conditions create an extreme fire danger to the community.

Seasonal winds also have the potential for impeding emergency vehicle access by toppling trees (especially eucalyptus and pine which are species that are prevalent in the City and susceptible to being felled by winds).

As a result of the above conditions, the risk of fire ignition is greater. Also, once a fire is ignited, it is more likely that embers will be blown into the air, increasing the spread of fire into the community. Therefore, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

Finding C

The City of Del Mar is situated on the west slope of the coastal foothills that contain drainages which contribute to flooding within the community.

Because flooding conditions can impede fire service vehicles reaching the site of a fire, land use projects need to be developed to provide a greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

Finding D

The City of Del Mar is situated near the Rose Canyon Fault, the Elsinore Fault, and the Agua Caliente Fault. A cluster of faults known as the "South Coast Offshore Zone of Deformation" is located off the City's coast. These geologic conditions are capable of generating earthquakes of significant magnitude at any time.

An earthquake may: (1) cause fires; (2) impede emergency vehicles responding to fires; and (3) interrupt the City's water supply which is needed to fight fires.

Because the community is subject to damage from earthquakes, land use projects need to be developed to provide greater ability to avoid fire ignition, suppress fires, and facilitate access of emergency vehicles.

Finding E

The City of Del Mar and Southern California are semi-arid regions and experience water shortages from time to time. Those shortages can have a severely adverse effect on water availability for fire fighting. Fires starting in sprinkled buildings are typically controlled by one to three sprinkler heads, flowing as little as 13 gallons per minute.

Hose streams used by engine companies on well established structure fire operate at approximately 250 gallons per minute each, and the estimated water needed for a typical residential fire is 1,250 to 1,500 gallons per minute, according to the Insurance Service Office and the International Fire Code. The water estimate for a commercial building is typically greater than that of a residential fire.

Under circumstances such as lack of water, infrastructure, earthquakes, multiple fires, and wildland fire within a community, the limited water demand needs of residential fire sprinklers would control and extinguish many fires before they spread from building to wildland or building to building. In such a disaster, water demands needed for conflagration firefighting probably would not be available.

Finding F

Due to the sloping topography and coastal foothills in the City of Del Mar, the potential exists that new and future development will result in taller buildings on smaller parcels. Defining mid-rise building as 4 story buildings modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential danger of mid-rise buildings, this change is necessary.

In addition, the limitations of available firefighting equipment, limited availability of human resources in local fire departments, and the necessity to climb vertically up flights of stairs, greatly impacting the response time to reach an incident scene, it is necessary to define the height of mid-rise buildings. The reduced height and built-in protection will mitigate extended fire department response time and keep incidents manageable.

Finding G

Base upon the circumstances previously described, the protection of persons and property requires the City to adopt standards that are more stringent than those set forth in: (1) The State Building Code Sections 202, 308, 321, 503, 507, 902, 903, 905, 5608, 5704, 5705, 5706, 6104, B, I and Section 3 of the International Fire Code.

SECTION TWO:

That Section 10.04.010 of the Municipal Code is amended to read as follows:

Chapter 10.04 - 2025 FIRE CODE

10.04.010 - Adoption of California Fire Code.

That a certain document, three copies of which are on file in the office of the City of Del Mar Fire Department being marked and designated as the 2024 International Fire Code

and 2025 California Fire Code, including Appendix B and I, and the 2025 California Wildland Urban Interface Code, as published by the International Code Council, is hereby adopted as the fire code of the City of Del Mar, State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, or construction, erection, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the City of Del Mar Fire Department are hereby referred to, adopted, and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and revisions, if any, prescribed in this Chapter.

SECTION THREE:

That Section 10.04.030 of the Municipal Code is amended to read as follows:

Chapter 2 – Definitions

Section 202 - General Definitions. This section is added or revised to read:

Fire Hazard - is any condition or conduct which: (a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or (b) may obstruct, delay, hinder or interfere with the operations of the Fire Department or egress of occupants in the event of fire.

Fireworks - is any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, sky-rockets, roman candles, Daygo bombs, sparklers, snap caps, poppers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing any explosive substance, except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty-five hundredths of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall not be permitted at all times. "Fireworks" shall include snap caps and poppers, regardless of the amount of explosive content included in each device.

Hazardous Fire Area - Any geographic area mapped by the State or designated by the local jurisdiction as a moderate, high or very high fire hazard area, or which the FAHJ has determined is a hazardous fire area based on the type and condition

of vegetation, topography, weather, or structure density which may increase the possibility of the area being susceptible to wildfire.

Level - An area above or below grade including but not limited to; basements, garages, cellars, mezzanines, or similar uses.

Mid-Rise Commercial Building - a building four stories or more in height, but not exceeding 75 feet and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied, to the lowest level of fire apparatus access road level. Nothing in section 324 shall imply or allow a building height in excess of current City of Del Mar Planning and Zoning requirements.

Wherever the terms "This Code" and "2024 International Fire Code" are used, they shall mean the 2025 California Fire Code as modified by the City of Del Mar with the additions, deletions and revisions set forth in the amendments.

SECTION FOUR:

That Section 10.04.040 of the Municipal Code is amended to read as follows:

10.04.040 - Chapter 57 Flammable and Combustible Liquids; Chapter 61 Liquefied Petroleum Gases.

Chapter 57 - Flammable and Combustible Liquids

Section 5704.2.9.6.1 - Locations where Above-ground Tanks are Prohibited. This section is revised to read:

In the City of Del Mar, (geographic limits in which the storage of class I and Class II liquids in above-ground tanks outside of buildings is prohibited): the limits referred to in Section 5704.2.9.6.1 and 5706.2.4.4 of the 2025 California Fire Code and the 2024 International Fire Code in which storage of flammable or combustible liquids in outside above-ground tanks is prohibited are hereby established as the jurisdictional limits of the City of Del Mar.

EXCEPTIONS:

1. 2000 gallons maximum temporary (six months maximum) aboveground tanks meeting UL 2085 for private use on farms, agricultural and rural property, remote construction sites, earth moving projects, gravel pits or borrow pits. Such tanks shall be specially designed, approved and listed, and have features incorporated into their design which mitigates concerns for exposure to heat (two-hour fire resistance), ignition sources and mechanical damage. A Fire Department permit will be required.

2. Crankcase drainings may be stored in specially constructed aboveground storage tanks, approved by the Fire Code Official, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the Fire Code Official deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage.
3. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property. All installations require a Fire Department permit.
4. With the approval of the Fire Code Official, Class I and II liquids may be stored in aboveground tanks inside or outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Class I liquids will be limited to 550 gallons and Class II liquids will be limited to 1,100 gallons. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The Fire Code Official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.
5. With the approval of the Fire Code Official, temporary storage of a maximum 10,000 gallons of Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with 5704 and 5706.

Section 5706.2.4.4 - Locations where Aboveground Tanks are prohibited. This section is revised to read:

The geographic limits in which the storage of Class I and Class II liquids in aboveground tanks are prohibited in residential areas within the City of Del Mar.

Section 5706.4 - Bulk Plants or Terminals. This section is revised to read:

The geographic limits in which bulk plants and terminals of flammable and combustible liquids are received are prohibited for the protection of heavily populated and congested areas and is hereby established as jurisdiction limits of the City of Del Mar.

Chapter 61 - Liquefied Petroleum Gases

Section 6104.2 - Maximum Capacity within Established Limits. This section is revised to read:

The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Del Mar. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons.

SECTION FIVE:

That Section 10.04.100 of the Municipal Code is amended to read as follows:

10.04.100 - Appeals.

Section 112 Board of Appeals. This section is revised to read:

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply, or that the true intent and meaning of the Code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal to the Del Mar City Council in writing within 10 days from the date of the decision appealed, in accordance with Chapter 1.12 of the Del Mar Municipal Code.

SECTION SIX:

That Section 10.04.110 of the Municipal Code is amended to read as follows:

10.04.110 - Penalties.

Section 113.4 - Violation Penalties. This section is revised to read:

- A. Any person, corporation, association or entity that violates the provisions of Sections 105, 106, 107, 109, 110, or 111 or 113,115, and 116 of the 2025 California Fire Code is guilty of a misdemeanor. Any person, corporation, association or entity that violates any other provisions of this chapter is guilty of a misdemeanor or infraction as determined under Chapter 1.08 Del Mar Municipal Code. The penalty for violations shall be determined under Chapter 1.08 of the Del Mar Municipal Code. Each day or portion thereof that a violation of this chapter exists shall constitute a separate violation. Each violation of this chapter, in addition to the offenses under this section, shall constitute a public nuisance.
- B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

SECTION SEVEN:

That Section 10.04.140 of the Municipal Code is added to read as follows:

10.04.140 - Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached, the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Wildland-Urban Interface Code, 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached within the City of Del Mar shall be in conformance with the 2025 California Wildland-Urban Interface Code, published by the California Building Standards Commission.

SECTION EIGHT:

That Sections 10.04.050, 10.04.060, 10.04.070, 10.04.080, 10.04.090, 10.04.120, 10.04.130 are not being amended by this ordinance and will continue to read as follows:

10.04.050 - Explosives and Fireworks.

Chapter 56 Explosives and Fireworks

Section 5608.2 Fireworks. This section is added to read:

Fireworks shall not be sold, manufactured, disposed or discharged within the jurisdictional boundaries of the City of Del Mar, except when a permit is issued for public display, theatrical purposes and/or group entertainment by the Fire Department to a California State Fire Marshal licensed pyro-technician and the minimum requirements of Title-19, California Code of Regulations, Chapter-6, fireworks are met. The San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108 may be used as a guide when enforcing these requirements.

Section 5608.3 Fire Works Penalty. This section is added to read:

Fireworks Penalty - Any person violating any provision or failing to comply with this Chapter or the requirements of Title-19 California Code of Regulations, Chapter 6, and/or San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed One Thousand dollars (\$1000) or by imprisonment in the County jail for a period of not more than one year or by both such fine and imprisonment.

10.04.060 - Mid-Rise Buildings.

Chapter 3 - General Requirements

Section 324 - Mid-Rise Buildings

Section 324.1 - General. This section is added to read:

All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete structural or non-structural renovation that requires the vacancy of the entire building to complete the renovation, shall comply with sections 324.1-324.3.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, or other similar structures with intermittent human occupancy.

Section 324.2 - Fire Equipment Control Room

A fire equipment control room for fire department operations shall be provided. The location and accessibility of the room shall be approved by the fire department and be separated from the remainder of the building by not less than a 1-hour barrier. The room shall contain the following at a minimum:

1. Voice alarm and public address panels.
2. Fire alarm control panel.
3. Status indicators and controls for air-handling systems.
4. Fire pump status indicators (if required).
5. Set of complete building plans.

Section 324.3 - Road Dimensions

Fire apparatus access roads serving buildings or portions of buildings or facilities that exceed 30 feet in height above the lowest level of fire department vehicle access shall have an unobstructed width of not less than 26 feet.

10.04.070 - Section 503 Fire Apparatus Access Roads.

Chapter 5 - Fire Service Features

Section 503 - Fire Apparatus Access Roads

Section 503.2.1 - Dimensions

Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet, except for single-family residential driveways; serving no more than

two, single-family dwellings, shall have a minimum of 16 feet of unobstructed improved width.

EXCEPTION:

Fire access roadways, gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

Section 503.2.3 - Surface. This section is revised to read:

New or improved fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. and shall be provided with an approved driving surface to provide all-weather driving capabilities.

Section 503.2.7 - Grade. This section is revised to read:

New or improved grades exceeding 15% on fire apparatus access roads shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete (PCC), with a deep broom finish perpendicular to the direction of travel. Maximum grade shall not exceed 20%.

Section 503.2.8 - Angles of Approach and Departure. This section is revised to read:

The angle of approach and departure of a fire access roadway shall not exceed 12% or as approved by the Fire Code Official.

Section 503.3 - Marking. This section is revised to read:

When required by the Fire Code Official, approved signs or other approved notices or markings shall be provided for all public and private fire apparatus access roads to identify such roads or prohibit obstruction thereof. Signs or notices or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. All new public roads, all private roads within major subdivisions and all private roads serving four or more parcels shall be named. Road name signs shall comply with City of Del Mar standards.

Section 503.6 - Security Gates. This section is revised to read:

Section 503.6 - Security Gates: No person shall install a security gate or security device across a fire access roadway without the Fire Code Official's approval.

1. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate.

2. A gate accessing more than four residences or residential lots, or a gate accessing any hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the Fire Code Official, which will activate the gate on the approach of the emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.
3. An automatic gate shall meet Fire Department policies deemed necessary by the Fire Code Official for rapid, reliable access.
4. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this Chapter is required to install an approved emergency key-operated switch or other mechanism approved by the Fire Code Official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply.
5. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel.
6. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

10.04.080 - Fire Protection Water Supplies and Fire Service Features.

Chapter 507 Fire Protection Water Supplies
Section 507.2.2 Water Tanks. This section is revised to read:

Water storage tanks, when permitted by the Fire Code Official, shall comply with Table

No. 507.2.2A.
 WATER STORAGE TANKS
 Table No. 507.2.2A

TABLE NO. 507.2.2A			
Building Square Feet	Gallons per Minute Water Flow	Capacity Gallons	Duration Minutes
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40
When exposure distance is one hundred feet (100') or less from adjacent property or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.			

1. Tank elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.
2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall provide an approved means of controlling water flow.
3. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
4. All exposed tanks and exposed supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.

Section 507.5.1 Where Required. This section is revised to read:

The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected or both. Fire hydrants shall be accessible to the fire department apparatus by roads meeting the requirements of section 503.

Section 507.5.1.01 Requirements for single-family dwellings. This section is revised to read:

In zones other than industrial, commercial and multi-family, fire hydrants shall be installed in accordance with Table No. 507.5.1.01A.

Table No. 507.5.1.01A

TABLE 507.5.1.01A	
Parcels ½ acre and larger:	Every 500 feet
Parcels less than ½ acre:	Every 350 feet

Section 507.5.1.02 Requirements for multi-family, commercial and industrial zones. This section is revised to read:

In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, or as approved by the fire code official, and every 300 feet of fire access roadways, regardless of parcel size.

10.04.090 - Section 903 Automatic Sprinkler System Requirements; Section 905 Standpipe Systems.

Chapter 9 Fire Protection Systems

Section 903.2 Where Required. This section is revised to read:

Approved automatic sprinkler system in new building and structures shall be provided in the locations described in sections 903.2.1 through 903.2.12, and may be required in additions and remodels of existing structures as described in section 903.2.01.

Life Safety Sprinkler System shall meet National Fire Protection Association Standards 13-D and 13-R latest addition, and City of Del Mar installation policies, as appropriate.

Section 903.2.01 Additions, Remodels, and Reconstruction

An automatic sprinkler system installed in accordance with 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or where the scope of work includes significant modifications to the interior or roof of the building.

Exceptions:

1. If the cost of the installation exceeds 15 percent of the valuation of the project. Formal bids shall be provided to the fire prevention bureau to be reviewed for acceptance.
2. If the addition to the existing building is strictly for the creation of a new Accessory Dwelling Unit; no additions or remodels to the existing building is permitted.

Section 903.2.02 New Commercial and Group U

An automatic sprinkler system installed in accordance with section 903.3 shall be required in buildings and structures where the required fire flow exceeds 1500 gallons per minute as calculated by section 507.3, or when the square footage of a new commercial building exceeds 5,000 square feet.

903.2.03 Exception

Agricultural buildings constructed of wood or metal frame, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

Section 905 Standpipe Systems

Section 905.3 Required Installations. This section is revised to read:

A Class I standpipe with 2.5-inch hose valves shall be provided for all commercial buildings three levels or more in height, regardless of occupancy use. Hose valves

shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, Class I standpipes may be required.

10.04.120 - Administration.

Chapter 1 - Administration

Section 101.5 City of Del Mar Validity. This section is revised to read:

The City Council of the City of Del Mar hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City of Del Mar that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Section 102.13 Repeal of Conflicting Ordinances, Resolutions or motions. This section is revised to read:

Section 102.13 REPEAL OF CONFLICTING ORDINANCES, RESOLUTIONS OR MOTIONS.

All former ordinances, resolutions or motions, or parts thereof, which conflict or are inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted, are hereby repealed.

10.040.130 - General Requirements.

Chapter 3 General Requirements

Section 308.1.6.3. Sky Lanterns. This section is revised to read:

Sky lanterns, floating luminary, and similar devices propelled by open flame are prohibited for sale or use.

SECTION NINE:

That Section 10.04.150 of the Municipal Code is added to read as follows:

10.040.150 - CHAPTER 5 SPECIAL BUILDING CONSTRUCTION REGULATIONS

Section 503 – General Amended.

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction

requirements in accordance with Chapter 5. Materials required to be ignition-resistant building materials shall comply with the requirements of Section 503.2. The vent requirements in Section 504 shall apply to all residential occupancies undergoing remodels, additions, or alterations.

504.10 Vents. Amended.

All residential buildings, including new construction, remodels, additions and alterations including re-roofs, shall be equipped with wildfire flame and ember-resistant approved vents. Where provided, ventilation openings for enclosed attics, gable ends, ridge ends, under eaves and cornices, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, underfloor ventilation, foundations and crawl spaces, or any other opening intended to permit ventilation, either in a horizontal or vertical surface, shall be in accordance with Section 504.10.1 or Section 504.10.2 to resist building ignition from the intrusion of burning embers and flame through the ventilation openings.

SECTION TEN:

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION ELEVEN:

This Ordinance was introduced by the City Council on September 8, 2025.

SECTION TWELVE:

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

SECTION THIRTEEN:

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

SECTION FOURTEEN:

Upon adoption, the City Fire Marshal is hereby authorized and directed to file a copy of this Ordinance with the California Building Standards Commission consistent with Section 17958.7(a) of the California Health and Safety Code.

SECTION FIFTEEN:

Per State mandate, the 2025 Edition of the California Fire Code and the 2025 California Wildland-Urban Interface Code do not go into effect until January 1, 2026. Upon adoption, the Ordinance will take effect and be in force 30 days from the date of City Council adoption ("Effective Date"), but the provisions of the Ordinance shall not be operative until January 1, 2026.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 22nd day of September, 2025.

Terry Gaasterland, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 22nd day of September, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

SUMMARY OF THE 2025 CALIFORNIA FIRE CODE AMENDMENTS

DEL MAR MUNICIPAL CODE CHAPTER 10.04 – 2025 FIRE CODE

SUMMARY OF CHANGES FROM 2022 TO 2025

- *Section 10.04.010 - Adoption of California Fire Code.*

Section revised to update the new code reference year of 2025.

- *Section 10.04.030 - Definitions.*

Section revised to update the new code reference year of 2025.

- *Section 10.04.040 - Chapter 57 Flammable and Combustible Liquids; Chapter 61 Liquefied Petroleum Gases.*

Section revised to update the new code reference years of 2024 and 2025.

- *Section 10.04.100 - Appeals.*

Section revised to be consistent with 2025 California Fire Code numbering.

- *Section 10.04.110 - Penalties.*

Section revised to update the new code reference year of 2025 and be consistent with 2025 California Fire Code numbering.

- *Section 10.040.140 - Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.*

Section added to adopt the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

- *Section 10.040.150 - Chapter 5 Special Building Construction Regulations.*

Section revised to include regulations requiring wildfire and ember-resistant vents for all residential units undergoing remodels, additions, or alterations.

Strikeout of Existing DMMC Chapter 10.04

Chapter 10.04 – ~~2022 FIRE CODE~~ 2025 FIRE CODE

Footnotes:

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Editor's note— Ord. No. 956, § 3—9, adopted November 18, 2019, amended Chapter 10.04 in its entirety to read as herein set out. Formerly, Chapter 10.04, §§ 10.04.010—10.04.120 pertained to the 2016 Fire Code, and derived from Ord. No. 360; Ord. No. 506; Ord. No. 538; Ord. No. 593; Ord. No. 674; Ord. No. 775; Ord. No. 808; Ord. No. 812; Ord. No. 854; Ord. No. 891, and Ord. No. 921, § 3(Exh. A), adopted November 21, 2016.

10.04.010 - Adoption of California Fire Code.

That a certain document, three copies of which are on file in the office of the City of Del Mar Fire Department being marked and designated as the ~~2021 International Fire Code~~ 2024 International Fire Code and ~~2022 California Fire Code~~ 2025 California Fire Code, including Appendix B and I, and the 2025 California Wildland Urban Interface Code, as published by the International Code Council, is hereby adopted as the fire code of the City of Del Mar, State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, or construction, erection, alteration, repair, moving, removal, conversion, demolition, equipment use, and maintenance of buildings and structures, including that providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the City of Del Mar Fire Department are hereby referred to, adopted, and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and revisions, if any, prescribed in this Chapter.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 3, 11-18-2019; Ord. No. 993, § 3, 10-17-2022)

10.04.015 - Adoption of Del Mar Fire Hazard Severity Zones Map.

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

(Ord. No. 1019, § 2, 6-16-2025)

10.04.020 - Establishment and duties of the Fire Prevention Bureau.

- A. The California Fire Code as adopted and amended herein shall be enforced by the Fire Prevention Bureau in the Fire Department in the City of Del Mar which is

hereby established and shall be operated under the supervision of the Chief of the Fire Department.

- B. The Fire Marshal in charge of the Fire Prevention Bureau shall be appointed by the Chief of the Fire Department on the basis of examination to determine his or her qualifications.
- C. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary.

(Ord. No. 921, § 3(Exh. A), 11-21-2016)

10.04.030 - Definitions.

Chapter 2 – Definitions

Section 202 - General Definitions. This section is added or revised to read:

Fire Hazard - is any condition or conduct which: (a) increases or may increase the threat of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or (b) may obstruct, delay, hinder or interfere with the operations of the Fire Department or egress of occupants in the event of fire.

Fireworks - is any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, sky-rockets, roman candles, Daygo bombs, sparklers, snap caps, poppers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing any explosive substance, except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty-five hundredths of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall not be permitted at all times. "Fireworks" shall include snap caps and poppers, regardless of the amount of explosive content included in each device.

Hazardous Fire Area - Any geographic area mapped by the State or designated by the local jurisdiction as a moderate, high or very high fire hazard area, or which the FAHJ has determined is a hazardous fire area based on the type and condition

of vegetation, topography, weather, or structure density which may increase the possibility of the area being susceptible to wildfire.

Level - An area above or below grade including but not limited to; basements, garages, cellars, mezzanines, or similar uses.

Mid-Rise Commercial Building - a building four stories or more in height, but not exceeding 75 feet and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the underside of the roof or floor above the topmost space that may be occupied, to the lowest level of fire apparatus access road level. Nothing in section 324 shall imply or allow a building height in excess of current City of Del Mar Planning and Zoning requirements.

Wherever the terms "This Code" and "~~2021 International Fire Code~~ 2024 International Fire Code" are used, they shall mean the ~~2022 California Fire Code~~ 2025 California Fire Code as modified by the City of Del Mar with the additions, deletions and revisions set forth in the amendments.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 4, 11-18-2019; Ord. No. 993, § 4, 10-17-2022)

10.04.040 - Chapter 57 Flammable and Combustible Liquids; Chapter 61 Liquefied Petroleum Gases.

Chapter 57 - Flammable and Combustible Liquids

Section 5704.2.9.6.1 - Locations where Above-ground Tanks are Prohibited. This section is revised to read:

In the City of Del Mar, (geographic limits in which the storage of class I and Class II liquids in above-ground tanks outside of buildings is prohibited): the limits referred to in Section 5704.2.9.6.1 and 5706.2.4.4 of the ~~2022 California Fire Code~~ 2025 California Fire Code and the ~~2021 International Fire Code~~ 2024 International Fire Code in which storage of flammable or combustible liquids in outside above-ground tanks is prohibited are hereby established as the jurisdictional limits of the City of Del Mar.

EXCEPTIONS:

1. 2000 gallons maximum temporary (six months maximum) aboveground tanks meeting UL 2085 for private use on farms, agricultural and rural property,

remote construction sites, earth moving projects, gravel pits or borrow pits. Such tanks shall be specially designed, approved and listed, and have features incorporated into their design which mitigates concerns for exposure to heat (two-hour fire resistance), ignition sources and mechanical damage. A Fire Department permit will be required.

2. Crankcase drainings may be stored in specially constructed aboveground storage tanks, approved by the Fire Code Official, with a maximum capacity of 550 gallons. Such tanks may be located within a building when the Fire Code Official deems appropriate, and the container meets the following: specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage.
3. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. In no case shall such storage be permitted in residential or institutional property. All installations require a Fire Department permit.
4. With the approval of the Fire Code Official, Class I and II liquids may be stored in aboveground tanks inside or outside of buildings in specially designed, approved and listed containers which have features incorporated into their design which mitigates concerns for exposure to heat, ignition sources and mechanical damage. Class I liquids will be limited to 550 gallons and Class II liquids will be limited to 1,100 gallons. Containers must be installed and used in accordance with their listing, and provisions must be made for leak and spill containment. The Fire Code Official may disapprove the installation of such containers when in his opinion their use presents a risk to life or property.
5. With the approval of the Fire Code Official, temporary storage of a maximum 10,000 gallons of Class II liquids may be permitted for a period not to exceed ninety (90) days at remote construction sites, earth moving projects, gravel pits or borrow pits, consistent with 5704 and 5706.

Section 5706.2.4.4 - Locations where Aboveground Tanks are prohibited. This section is revised to read:

The geographic limits in which the storage of Class I and Class II liquids in aboveground tanks are prohibited in residential areas within the City of Del Mar.

Section 5706.4 - Bulk Plants or Terminals. This section is revised to read:

The geographic limits in which bulk plants and terminals of flammable and combustible liquids are received are prohibited for the protection of heavily

populated and congested areas and is hereby established as jurisdiction limits of the City of Del Mar.

Chapter 61 - Liquefied Petroleum Gases

Section 6104.2 - Maximum Capacity within Established Limits. This section is revised to read:

The geographic limits in which the bulk storage of liquefied petroleum gas is prohibited for the protection of heavily populated and congested areas is hereby established as jurisdiction limits of the City of Del Mar. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 5, 11-18-2019; Ord. No. 993, § 5, 10-17-2022)

10.04.050 - Explosives and Fireworks.

Chapter 56 Explosives and Fireworks

Section 5608.2 Fireworks. This section is added to read:

Fireworks shall not be sold, manufactured, disposed or discharged within the jurisdictional boundaries of the City of Del Mar, except when a permit is issued for public display, theatrical purposes and/or group entertainment by the Fire Department to a California State Fire Marshal licensed pyro-technician and the minimum requirements of Title-19, California Code of Regulations, Chapter-6, fireworks are met. The San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108 may be used as a guide when enforcing these requirements.

Section 5608.3 Fire Works Penalty. This section is added to read:

Fireworks Penalty - Any person violating any provision or failing to comply with this Chapter or the requirements of Title-19 California Code of Regulations, Chapter 6, and/or San Diego County Regulatory Ordinance, Title-3, Division-2, Chapter 1, section 32.101 through 32.108, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed One Thousand dollars (\$1000) or by imprisonment in the County jail for a period of not more than one year or by both such fine and imprisonment.

(Ord. No. 921, § 3(Exh. A), 11-21-2016)

10.04.060 - Mid-Rise Buildings.

Chapter 3 - General Requirements

Section 324 - Mid-Rise Buildings

Section 324.1 - General. This section is added to read:

All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete structural or non-structural renovation that requires the vacancy of the entire building to complete the renovation, shall comply with sections 324.1-324.3.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth-floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, or other similar structures with intermittent human occupancy.

Section 324.2 - Fire Equipment Control Room

A fire equipment control room for fire department operations shall be provided. The location and accessibility of the room shall be approved by the fire department and be separated from the remainder of the building by not less than a 1-hour barrier. The room shall contain the following at a minimum:

1. Voice alarm and public address panels.
2. Fire alarm control panel.
3. Status indicators and controls for air-handling systems.
4. Fire pump status indicators (if required).
5. Set of complete building plans.

Section 324.3 - Road Dimensions

Fire apparatus access roads serving buildings or portions of buildings or facilities that exceed 30 feet in height above the lowest level of fire department vehicle access shall have an unobstructed width of not less than 26 feet.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 6, 11-18-2019; Ord. No. 993, § 6, 10-17-2022)

10.04.070 - Section 503 Fire Apparatus Access Roads.

Chapter 5 - Fire Service Features

Section 503 - Fire Apparatus Access Roads

Section 503.2.1 - Dimensions

Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet, except for single-family residential driveways; serving no more than two, single-family dwellings, shall have a minimum of 16 feet of unobstructed improved width.

EXCEPTION:

Fire access roadways, gated entrances with card readers, guard stations or center medians, which have separated lanes of one-way traffic, shall be not less than 14 feet wide per lane.

Section 503.2.3 - Surface. This section is revised to read:

New or improved fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs. and shall be provided with an approved driving surface to provide all-weather driving capabilities.

Section 503.2.7 - Grade. This section is revised to read:

New or improved grades exceeding 15% on fire apparatus access roads shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete (PCC), with a deep broom finish perpendicular to the direction of travel. Maximum grade shall not exceed 20%.

Section 503.2.8 - Angles of Approach and Departure. This section is revised to read:

The angle of approach and departure of a fire access roadway shall not exceed 12% or as approved by the Fire Code Official.

Section 503.3 - Marking. This section is revised to read:

When required by the Fire Code Official, approved signs or other approved notices or markings shall be provided for all public and private fire apparatus access roads

to identify such roads or prohibit obstruction thereof. Signs or notices or markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility. All new public roads, all private roads within major subdivisions and all private roads serving four or more parcels shall be named. Road name signs shall comply with City of Del Mar standards.

Section 503.6 - Security Gates. This section is revised to read:

Section 503.6 - Security Gates: No person shall install a security gate or security device across a fire access roadway without the Fire Code Official's approval.

1. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate.
2. A gate accessing more than four residences or residential lots, or a gate accessing any hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the Fire Code Official, which will activate the gate on the approach of the emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.
3. An automatic gate shall meet Fire Department policies deemed necessary by the Fire Code Official for rapid, reliable access.
4. An automatic gate serving more than one dwelling or residential lot in existence at the time of adoption of this Chapter is required to install an approved emergency key-operated switch or other mechanism approved by the Fire Code Official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this requirement within 90 days of receiving written notice to comply.
5. Where this section requires an approved key-operated switch, it may be dual-keyed or equipped with dual switches provided to facilitate access by law enforcement personnel.
6. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 7, 11-18-2019; Ord. No. 993, § 7, 10-17-2022)

10.04.080 - Fire Protection Water Supplies and Fire Service Features.

Chapter 507 Fire Protection Water Supplies

Section 507.2.2 Water Tanks. This section is revised to read:

Water storage tanks, when permitted by the Fire Code Official, shall comply with Table No. 507.2.2A.

WATER STORAGE TANKS
Table No. 507.2.2A

TABLE NO. 507.2.2A			
Building Square Feet	Gallons Per Minute Water Flow	Capacity Gallons	Duration Minutes
Up to 1,500	250	5,000	20
Over 1,500	250	10,000	40
When exposure distance is one hundred feet (100') or less from adjacent property or where additional hazards or higher fire flow exists, the required water storage may be modified by the fire code official.			

1. Tank elevation shall be equal to or higher than the fire department connection on the premises. Regardless of domestic use, all tanks shall be equipped with a device that will ensure that the tank contains the designated amount of water for fire flow duration as determined by the fire department. Tank size may be increased to serve multiple structures on a single parcel.
2. Supply outlet shall be at least 4 inches in diameter from the base of the tank to the point of outlet at the fire department connection. The fire department connection shall provide an approved means of controlling water flow.
3. The outlet shall be located along an access roadway and shall not be closer than 50 feet or further than 150 feet from the structure.
4. All exposed tanks and exposed supply pipes shall be of an alloy or other material listed for above ground use. Adequate support shall be provided.

Section 507.5.1 Where Required. This section is revised to read:

The location, type and number of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public or private street, or on the site of the premises to be protected or both. Fire hydrants shall be accessible to the fire department apparatus by roads meeting the requirements of section 503.

Section 507.5.1.01 Requirements for single-family dwellings. This section is revised to read:

In zones other than industrial, commercial and multi-family, fire hydrants shall be installed in accordance with Table No. 507.5.1.01A.

Table No. 507.5.1.01A

TABLE 507.5.1.01A	
Parcels ½ acre and larger:	Every 500 feet
Parcels less than ½ acre:	Every 350

Section 507.5.1.02 Requirements for multi-family, commercial and industrial zones. This section is revised to read:

In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, or as approved by the fire code official, and every 300 feet of fire access roadways, regardless of parcel size.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 993, § 8, 10-17-2022)

10.04.090 - Section 903 Automatic Sprinkler System Requirements; Section 905 Standpipe Systems.

Chapter 9 Fire Protection Systems

Section 903.2 Where Required. This section is revised to read:

Approved automatic sprinkler system in new building and structures shall be provided in the locations described in sections 903.2.1 through 903.2.12, and may be required in additions and remodels of existing structures as described in section 903.2.01.

Life Safety Sprinkler System shall meet National Fire Protection Association Standards 13-D and 13-R latest addition, and City of Del Mar installation policies, as appropriate.

Section 903.2.01 Additions, Remodels, and Reconstruction

An automatic sprinkler system installed in accordance with 903.3 may be required to be installed throughout structures when the addition is more than 50% of the existing building or where the scope of work includes significant modifications to the interior or roof of the building.

Exceptions:

1. If the cost of the installation exceeds 15 percent of the valuation of the project. Formal bids shall be provided to the fire prevention bureau to be reviewed for acceptance.
2. If the addition to the existing building is strictly for the creation of a new Accessory Dwelling Unit; no additions or remodels to the existing building is permitted.

Section 903.2.02 New Commercial and Group U

An automatic sprinkler system installed in accordance with section 903.3 shall be required in buildings and structures where the required fire flow exceeds 1500 gallons per minute as calculated by section 507.3, or when the square footage of a new commercial building exceeds 5,000 square feet.

903.2.03 Exception

Agricultural buildings constructed of wood or metal frame, over which fabric or similar material is stretched, which are specifically used as green houses are exempt from the automatic sprinkler requirements unless physically connected to other structures.

Section 905 Standpipe Systems

Section 905.3 Required Installations. This section is revised to read:

A Class I standpipe with 2.5-inch hose valves shall be provided for all commercial buildings three levels or more in height, regardless of occupancy use. Hose valves shall be located in each stair enclosure and on each floor level, including the roof. For single story buildings or parking structures with large floor areas, Class I standpipes may be required.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 8, 11-18-2019)

10.04.100 - Appeals.

Section 408 112 Board of Appeals. This section is revised to read:

Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply, or that the true intent and meaning of the Code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Marshal to the Del Mar City Council in writing within 10 days from the date of the decision appealed, in accordance with Chapter 1.12 of the Del Mar Municipal Code.

(Ord. No. 921, § 3(Exh. A), 11-21-2016)

10.04.110 - Penalties.

Section 442.4 113.4 - Violation Penalties. This section is revised to read:

- A. Any person, corporation, association or entity that violates the provisions of Sections 105, 106, 107, 109, 110, or 111 or 113, 115, and 116 of the ~~2022 California Fire Code~~ 2025 California Fire Code is guilty of a misdemeanor. Any person, corporation, association or entity that violates any other provisions of this chapter is guilty of a misdemeanor or infraction as determined under Chapter 1.08 Del Mar Municipal Code. The penalty for violations shall be determined under Chapter 1.08 of the Del Mar Municipal Code. Each day or portion thereof that a violation of this chapter exists shall constitute a separate violation. Each violation of this chapter, in addition to the offenses under this section, shall constitute a public nuisance.
- B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

(Ord. No. 921, § 3(Exh. A), 11-21-2016; Ord. No. 956, § 9, 11-18-19; Ord. No. 993, § 9, 10-17-2022)

10.04.120 - Administration.

Chapter 1 – Administration

Section 101.5 City of Del Mar Validity. This section is revised to read:

The City Council of the City of Del Mar hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City Council of the City

of Del Mar that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Section 102.13 Repeal of Conflicting Ordinances, Resolutions or motions. This section is revised to read:

Section 102.13 REPEAL OF CONFLICTING ORDINANCES, RESOLUTIONS OR MOTIONS.

All former ordinances, resolutions or motions, or parts thereof, which conflict or are inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted, are hereby repealed.

(Ord. No. 921, § 3(Exh. A), 11-21-2016)

10.040.130 - General Requirements.

Chapter 3 General Requirements

Section 308.1.6.3. Sky Lanterns. This section is revised to read:

Sky lanterns, floating luminary, and similar devices propelled by open flame are prohibited for sale or use.

(Ord. No. 921, § 3(Exh. A), 11-21-2016)

10.04.140 - Adoption of the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations.

There is adopted and incorporated by reference herein as the City Wildland-Urban Interface Code for the purpose of prescribing regulations in the City of Del Mar for the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached, the 2025 California Wildland-Urban Interface Code, Part 7, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California State Health and Safety Code, Section 18902 et seq. based on the International Wildland-Urban Interface Code, 2024 Edition. Except as otherwise provided by this Chapter or any other section of the City of Del Mar Municipal Code, all construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal,

and demolition of every building or structure or any appurtenances connected or attached within the City of Del Mar shall be in conformance with the 2025 California Wildland-Urban Interface Code, published by the California Building Standards Commission.

10.04.150 - Chapter 5 Special Building Construction Regulations

Section 503 – General Amended.

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Chapter 5. Materials required to be ignition-resistant building materials shall comply with the requirements of Section 503.2. The vent requirements in Section 504 shall apply to all residential occupancies undergoing remodels, additions, or alterations.

Section 504.10 Vents. Amended.

All residential buildings, including new construction, remodels, additions and alterations including re-roofs, shall be equipped with wildfire flame and ember-resistant approved vents. Where provided, ventilation openings for enclosed attics, gable ends, ridge ends, under eaves and cornices, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, underfloor ventilation, foundations and crawl spaces, or any other opening intended to permit ventilation, either in a horizontal or vertical surface, shall be in accordance with Section 504.10.1 or Section 504.10.2 to resist building ignition from the intrusion of burning embers and flame through the ventilation openings.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: September 8, 2025

SUBJECT: Reaffirmation of Guiding Principles and Preferred Park Amenities for the Shores Park Master Plan and Resolution Establishing the Shores Park Master Plan Ad-hoc Advisory Committee

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council: 1) Reaffirm the Guiding Principles and the Preferred Park Amenities for the Shores Park Master Plan (Attachment A), 2) Adopt a Resolution establishing a new Shores Park Master Plan Ad-hoc Advisory Committee (Attachment B) to advise staff and the City Council on the completion of the Master Plan, and 3) Appoint Council liaisons to the Shores Park Master Plan Ad-hoc Advisory Committee.

BACKGROUND:

The 5.3-acre Del Mar Shores Property was purchased by the City in 2008, with funds from the City and significant contributions by the community and The Winston School (Winston). The City's intention in acquiring the site was preserving open space and recreational uses while supporting the continued operation of Winston. Winston is located on the property under a lease agreement with the City, along with the Del Mar Community Building, which is owned by the City and managed by the Del Mar Foundation under a use agreement. At the time of acquisition, a resolution of the City Council identified that the City would complete a master planning process to redevelop the property as a community park.

A Master Plan is a comprehensive long-range planning document intended to guide the park's redevelopment. As the conceptual design, a Master Plan is not refined to construction level drawings for implementation but rather serves as a "blueprint" for the future that identifies the park's facilities, programs and uses as well as implementation strategies. The Master Plan serves as a flexible guide for future development, with specific components of the park to be implemented as funding is available. It is the basis to establish high-level cost estimates and is used to create a phasing plan for construction and implementation. Once the phasing and funding are identified, future steps include the development of technical design and engineering drawings. Following the design stage, the environmental review process will be completed.

City Council Action:

Master Planning Process

In 2014, the City Council initiated the Master Plan process and selected Schmidt Design Group (Schmidt) as the consultant to lead the effort. The Shores Park Master Plan Advisory Committee was also established to provide input to the City Council on the master planning process.

Schmidt identified three main phases to the master planning process:

Phase One – “Discover”: Site Inventory & Programs/Needs Assessment

This phase of work has been completed and accepted by the City. During Phase One, Schmidt conducted an inventory of the site and engaged with the community through an exhaustive and comprehensive set of surveys, workshops, and informal pop-up tent events to identify themes for how the public would like to use the space. Schmidt submitted the Phase One report to the City Council in July 2015 (Attachment C). A list of Guiding Principles and Preferred Park Amenities for the master planning process, based on extensive community input gathered during the initial phase of the project, was included in the Phase One report and accepted by the City Council on July 6, 2015.

Phase Two – “Imagine”: Program Refinement/Site Alternatives Development

As part of the prior Shores Park Master Planning process, the Phase Two work was partially completed. In 2016, Schmidt developed three initial concept designs that assumed the Winston School footprint would remain the same, which were affirmed by the City Council on January 19, 2016.

However, later in 2016, at the request of The Winston School (Winston) and City Council, Schmidt’s scope of work was modified to explore incorporating Winston’s lease area into the master planning process. This resulted in three additional concept designs to reflect a “shared use” approach that envisioned a potentially different footprint for Winston. The shared use discussions were subsequently halted in 2019 due to conflicts between the parties over Lease terms and redevelopment of the school and the initiation of litigation against the City by Winston. The Shores Park master planning work was also impacted by financial constraints related to the COVID pandemic. The litigation and COVID resulted in the Master Planning process being placed on hold.

In September 2023, the City and Winston reached an agreement to dismiss the lawsuit and enter into an amended lease agreement. Under the amended lease, the City must provide 18 parking spaces to Winston in the southwest lot of the Shores Property during school instructional hours and after-school events (Attachment D). Winston must make 18 spaces in its northwest lot available to the public during times outside of school hours or after-school Winston events. The City must also consult with Winston during the planning for any proposed development of the parking areas or the athletic field, as The Winston School is entitled to continued use of turf and sport court spaces as part of their Lease.

Phase Three – “Create”: Development of a preferred concept into a Master Plan

This phase of the process has not yet begun.

Re-Initiation of Master Planning Process

On June 16, 2025, the City Council received an update on the Shores Park master planning process and recommendations from staff for next steps for the project, including executing a new contract with Schmidt to complete the Master Plan and collaborating with project stakeholders to complete the Master Planning process.

The Council directed staff to reinitiate the completion of the Shores Master Plan process and establish a subcommittee of the Parks and Recreation Advisory Committee to advise staff and the City Council on the completion of the Master Plan: (<https://www.delmar.ca.us/DocumentCenter/View/10053/06162025-Item-12---Resume-Shores-Park-Master-Planning>).

DISCUSSION/ANALYSIS:

Now that the master planning process has been reinitiated, as an important next step, staff is requesting that the City Council reaffirm key aspects of the prior work completed, including the Guiding Principles and Preferred Park Amenities, as a necessary first step to refine the consultant scope of work to complete the Master Plan. Staff will return to Council on September 22, 2025, with a proposed agreement with Schmidt, including a detailed scope of work and fee, for Council consideration.

Guiding Principles and Preferred Amenities

In the Phase One report, Schmidt identified seven Guiding Principles to shape the master planning process (Attachment C, p. 28). The principles were developed based on input received from community interest groups, pop-up tent events, and a city-wide community survey. Future design alternatives would be evaluated in part by how well they accomplish these goals.

In addition, the Phase One report outlined a three-tiered list of Preferred Park Amenities based on community feedback (Attachment C, pp. 28-29). It was recognized that not all amenities could be accommodated due to site constraints and differences in community preferences; therefore, the amenities were prioritized from Tier 1 (highest priority) through Tier 3 (lowest priority).

To build upon the extensive work completed during the six years the project was active, staff is requesting that the City Council reaffirm the Guiding Principles and Preferred Park Amenities to inform the completion of the Master Plan. Additionally, staff has added a new “Required Amenities” Tier to reflect requirements under the original and amended Lease with Winston to help inform the process and ensure the requirements of the Lease are complied with as part of the Master Planning process. This includes providing the school with a minimum of 18 parking spaces, a full-sized multi-purpose sport court, and a flexible youth sports field. All other information is identical to the Phase One report.

The Guiding Principles and Preferred Park Amenities are provided in Attachment A.

Off-leash Dog Area

A separate area for off-leash dogs is commonplace in public spaces, and an off-leash grassy area for dog activities was identified as a Tier 1 priority amenity of the Master Plan.

Currently, off-leash dog activities are allowed on the Shores' turf area during limited hours when the Winston School is not in session. Prior community input from the master planning process reflected consensus for a dedicated off-leash dog area separate from a recreational turf area for users of the park. City staff agrees and recommends this approach as having a dedicated, fenced/secured dog area is recommended by the City's self-insurance JPA, and is important to the health and safety of all park users. Urine, feces, and holes/turf wear and tear created by dogs pose risks to human users, and is not recommended unless deemed infeasible (as is the current situation).

A letter of support from Winston, outlining amenity requirements, endorsing a separate off-leash dog area, and supporting the formation of a Shores Park ad-hoc committee (as discussed below), is provided in Attachment E.

Parking Requirements

During the initial Master Planning process, Schmidt requested input on the number of parking spaces to include in a refined park design. In 2019, the City Council recommended 12-20 parking spaces based on a parking analysis completed by staff. However, this occurred before the amended Lease with Winston, and will need to be reevaluated to ensure sufficient parking is available for park users and Winston as part of the updated design.

Shores Park Master Plan Ad-hoc Advisory Committee

On June 16, 2025, the City Council directed staff to form a subcommittee of the City's Parks and Recreation Committee to advise staff and the Council on the completion of the Shores Master Plan, so the prior Shores Park Advisory Committee was subsequently dissolved. At the time the prior Shores Park Master Plan Advisory Committee was placed on hold in 2019, the Council liaisons were Mayor Terry Gaasterland and Deputy Mayor Tracy Martinez.

Upon further consideration and in consultation with Mayor Gaasterland and Deputy Mayor Martinez, staff recommends as an alternative that a new Shores ad-hoc advisory committee be established to advise on the next phase of the Master Planning process, which will provide an opportunity for broader participation on the Committee by the wide range of project stakeholders and may include prior Shores Park committee members for continuity.

The original Shores Park Master Plan Advisory Committee focused on gathering community feedback on the vision and preferred amenities included in the Phase One report. The new proposed ad-hoc advisory committee would utilize the prior committee's work to advise on completing Phases Two and Three of the master planning effort, which includes the development of a preferred concept for the Master Plan, and would sunset at the completion of the process and adoption of the Master Plan by the City Council.

Attachment B includes a Resolution authorizing the creation of the Shores Park Master Plan Ad-hoc Advisory Committee and Exhibit A is a draft of the committee's charter.

As reflected in the proposed committee charter (Exhibit A of Attachment B), staff recommends that one of the five voting seats be reserved for a current member of the Parks and Recreation Committee. In addition to the five voting members, staff recommends that the Council approve two non-voting seats on the Committee, to include a representative from Winston School and the Del Mar Community Building, who are important project stakeholders and will provide valuable perspective to inform the process.

Staff recommends that the Council approve the resolution and committee charter, and direct staff to immediately open the recruitment. The City Council will also need to appoint two Council liaisons to the Committee. Staff anticipates completing the recruitment and having the newly appointed Council liaisons make their recommendations for committee membership at the first Council meeting in October.

FISCAL IMPACT:

There is no Council fiscal action or 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 Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This is a Tier 2 item on the City’s Fiscal Year 2024-2025 Work Plan.

ATTACHMENTS:

- Attachment A – Guiding Principles and Preferred Park Amenities
- Attachment B – Resolution Establishing Shores Park Ad-hoc Advisory Committee
- Attachment C – Shores Park Master Plan Phase One Report
- Attachment D – Winston Lease Area
- Attachment E – Winston Letter of Support

Shores Park Master Plan

Guiding Principles

- Provide a beautiful and peaceful neighborhood park environment that serves the residents of Del Mar.
- Create an inclusive space that offers recreational opportunities for all ages.
- Thoughtfully integrate the needs and desires of residents visiting the park with or without pets.
- Capture the dramatic views to the Pacific Ocean.
- Provide a gardenesque park setting that is environmentally and economically sustainable.
- Integrate the activities, program, circulation, and recreational needs of the Winston school.
- Create a park that reflects the rich history, unique culture, and community character of Del Mar.

Preferred Park Amenities

Required Amenities (per lease agreement with Winston School):

- Parking – minimum 18 spaces
- Full-sized multi-purpose court (basketball/volleyball/tennis etc.)
- Youth sports field (baseball/softball field with multi-use options)

Tier 1 Potential Amenities:

- Attractive gardens and landscaping (low water use/sustainable)
- Benches for sitting, enjoying views, reading, meditating, etc.
- Fully accessible for visitors with disabilities
- Furnishings such as trash and recycling receptacles, drinking fountains, bike racks, etc.
- Off-leash grassy areas for off-leash dog activities (not obvious or rigid fences)
- Indoor meeting/recreational community space
- Accommodate children's activities
- Picnic area(s)
- Restroom
- Shade
- Walking paths

Tier 2 Potential Amenities:

- Children's playground
- General purpose room that can be used for community programming and activities (such as exercise classes, cooking classes, meetings, arts and culture, etc.)
- Outdoor fitness course

Tier 3 Potential Amenities:

- Amphitheater
- Auditorium (joint-use with Winston School)
- Community garden
- Interpretive education (such as plant identification tags, educational signage, etc.)
- Bocce ball

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE SHORES PARK MASTER PLAN AD-HOC ADVISORY COMMITTEE TO PROVIDE INPUT, GUIDANCE AND COMMENT ON THE SHORES PARK MASTER PLANNING PROCESS

WHEREAS, the City of Del Mar is dedicated to ensuring that the City's Shores Park master planning process reflects the wide perspective of the residents and community of Del Mar; and

WHEREAS, it is recognized that input from the community has played a critical role in identifying and prioritizing issues, providing input and recommendations on potential improvements, and monitoring the master planning process to-date; and

WHEREAS, the City Council, at its Regular Meeting of June 16, 2025, directed staff to reinstate the completion of the Shores Park master planning process after being on hold since 2019; and

WHEREAS, in order to ensure community and stakeholder input in Phases Two and Three of the Shores Park Master Plan, the City Council wishes to establish an ad-hoc Shores Park Master Plan Advisory Committee to meet until the completion of the master planning process; and

WHEREAS, the Charter for the formation of the Shores Park Master Plan Ad-Hoc Advisory Committee is attached as Exhibit "A"; and

WHEREAS, the establishment of a committee does not constitute a "project" under the definition set forth in CEQA Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Del Mar, California, that the Shores Park Master Plan Ad-Hoc Advisory Committee is hereby established as provided in Exhibit "A" - Shores Park Master Plan Ad-Hoc Advisory Committee Charter.

BE IT FURTHER RESOLVED that the Shores Park Master Plan Ad-Hoc Advisory Committee will meet in full compliance with the California Open Meeting Laws.

BE IT FURTHER RESOLVED that the Shores Park Master Plan Ad-Hoc Advisory Committee shall automatically dissolve at the completion of the Shores Park Master Plan unless otherwise extended by City Council action.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 8th day of September, 2025.

Terry Gaasterland, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH HRIETOR Administrative Services Director/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 8th day of September, 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



SHORES PARK MASTER PLAN AD-HOC ADVISORY COMMITTEE CHARTER

Mission & Work Program:

Shores Park Master Plan Ad-Hoc Advisory Committee provides input to the City Council on Phases Two and Three of the master planning effort, which includes the development of a preferred concept for the Master Plan.

Membership:

The Committee consists of seven (7) members, five (5) resident voting members, including one (1) from the Parks and Recreation Committee, and two (2) ex-officio non-voting members, one (1) from the Winston School and one (1) representative of the Del Mar Community Building users.

Membership Term:

There is no established length of term for Committee members. The Committee will be dissolved at the completion of the Shores Park Master Planning effort and Council adoption of the Master Plan.

Meeting Requirements:

The Committee meets as may be needed in order to fulfill its mission and work program in full compliance with the California Open Meeting Laws (Brown Act).

Conflict of Interest Filing:

Members of the Shores Park Master Plan Ad-Hoc Advisory Committee are not required to file Conflict of Interest Filings due to the advisory nature of the committee.

Status:

The Shores Park Master Plan Ad-Hoc Advisory Committee is an ad-hoc committee that will sunset when the Shores Park Master Plan effort is complete with adoption of the Shores Park Master Plan by the City Council.

SHORES PARK
THE CITY OF DEL MAR

DISCOVER
EXPLORE
ENVISION

“**DISCOVER**” PHASE

Date: June 15, 2015

By: Schmidt Design Group, Inc.

Project Name: Shores Park Master Plan

SCHMIDT DESIGN GROUP, INC.



BALANCING ARTISTIC EXPRESSION IN DESIGN
WITH ENVIRONMENTAL SENSITIVITY

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0 TABLE OF CONTENTS

1. Introduction.....	3
2. Applicable Planning Documents.....	4
2.1 City of Del Mar Community Plan	
2.2 City of Del Mar Municipal Code	
2.3 City of Del Mar Landscape Development Guidelines	
2.4 Camino Del Mar Streetscape Plan	
2.5 Del Mar Foundation Use Agreement	
2.6 Winston School Lease and Memorandum of Understanding	
3. Existing Facilities Assessment.....	7
3.1 Parks and Community Centers	
3.2 Existing Recreation Programs and Services	
3.3 Public/Private Partnerships	
3.4 Maintenance and Operations for Parks and Recreations Facilities	
4. Site Inventory and Analysis.....	11
4.1 Site History	
4.2 Site Analysis	
4.3 Architectural Assessment of Del Mar Community Building	
5. Community Outreach.....	15
5.1 Shores Advisory Committee	
5.2 Community Survey	
5.3 Interest Group Interviews	
5.4 Informal Pop-up Tent Events	
5.5 Community Workshop #1	
6. Summary of Findings.....	27
6.1 Guiding Principles	
6.2 Potential Amenities	

APPENDIX

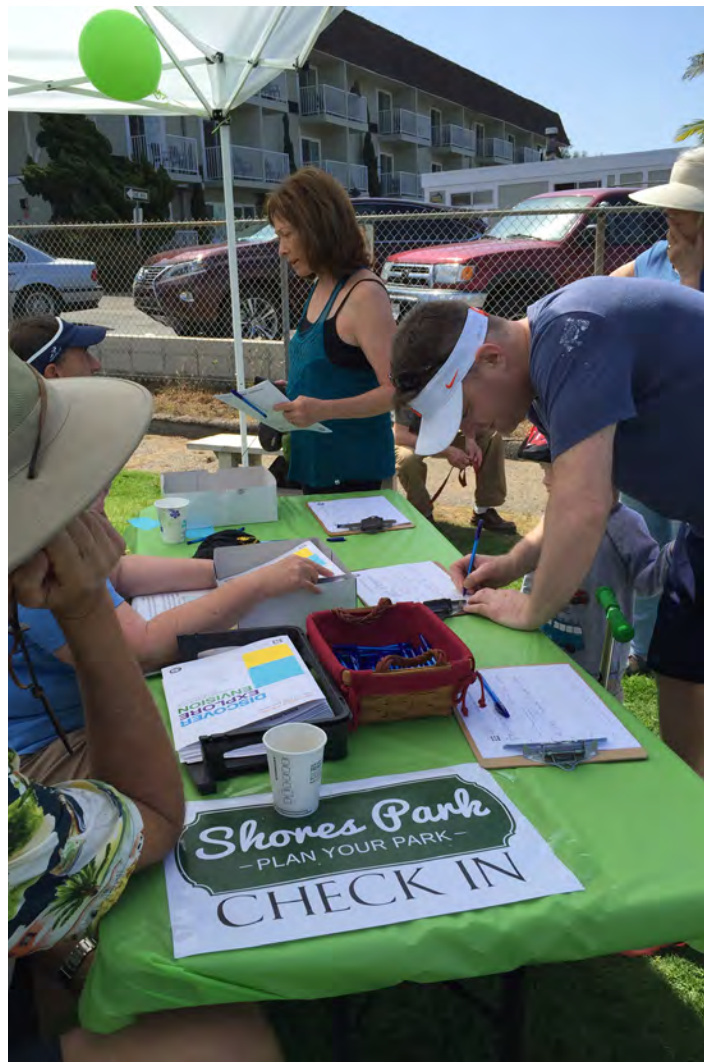
- A. Community Survey
- B. Architectural Building Assessment Report

1 INTRODUCTION

The City of Del Mar has taken the first step in developing a new master plan vision for the 5.3 acre Shores Park site, located southwest of the Camino Del Mar and 9th Street intersection. The first phase of this master plan effort, termed “Discover,” includes extensive research, data collection, and community engagement.

This document provides a summary of the first steps in the Shores Park Master Plan process and includes a review of applicable planning policy documents, an assessment of existing facilities, a site inventory and analysis, community outreach, and the development of guiding principles.

Ultimately, the goal of the research and community outreach is to establish a foundation of knowledge which the City and design team can utilize in future phases of the master planning effort. From this effort, program elements and master plan alternatives will be developed. Next steps in the master planning process include continued community engagement, case study exploration, a refined park program, and master plan alternatives. This effort will culminate with the development of a preferred Shores Park Master Plan with supporting recommendations for budget, implementation, and management.



Community Workshop #1, “Plan Your Park” Event
Image by City of Del Mar

2 APPLICABLE PLANNING DOCUMENTS

The following includes an analysis of City planning documents and their relevance to the Shores Park Master Plan effort.

2.1 City of Del Mar Community Plan

The City of Del Mar Community Plan (synonymous with “General Plan”), contains land use policy and is intended to be used to guide community development. The plan also outlines the review process for approvals and permitting. The plan includes policies to achieve the City’s goals and objectives, such as: prudent use of water resources, limit building height to two stories in all residential areas, creation of viewpoints, protect and enhance human scale, etc.

2.2 City of Del Mar Municipal Code

The City’s Municipal Code contains regulations pertaining to land use development standards and permitting requirements. The design of Shores Park will need to comply with all sections of the City code. This includes a requirement that Planning Commission review and make recommendations to the City Council on all proposed allowable uses and development of public parkland.

Public Facility Zone

The park site is zoned as Public Facility Zone (PF). Included in the regulations for PF Zones are building height regulations (max 26 feet), parking requirements, landscape requirements, and the requirement to abide by the Water Efficient Landscape Ordinance. In accordance Municipal Code section 30.31.060, Design Review, all development in the PF Zone shall be subject to design review by the Design Review Board. The design, scale, height, bulk, coverage, and exterior appearance of all structures shall be in harmony with neighborhood character and development on nearby lots. Design considerations shall include the preservation of privacy on neighboring residential properties. In reviewing development proposals in the PF Zone, the Design Review Board shall also consider a project’s potential impact on the preservation of views to the ocean from both public and private lands.

Parking

The Parking Ordinance, Chapter 30.80, does not identify specific parking requirements for parks or open space and charges the Planning Commission to make a final determination of required number of parking spaces. Potentially applicable parking ratios include ratios for auditorium, meeting mall, museum, office, K-6/JR School, high school, recreation

facility, pool, and/or game courts. The lower parking lot is currently shared between the Winston School and the park. Continued shared parking should be evaluated in the Park Master Plan.

Protected Trees

In accordance with Municipal Code section 23.50.010, subsection C, the species Torrey Pine, and the species Monterey Cypress are of particular significance to the City, and should therefore be protected to conserve the environmental qualities of the City.

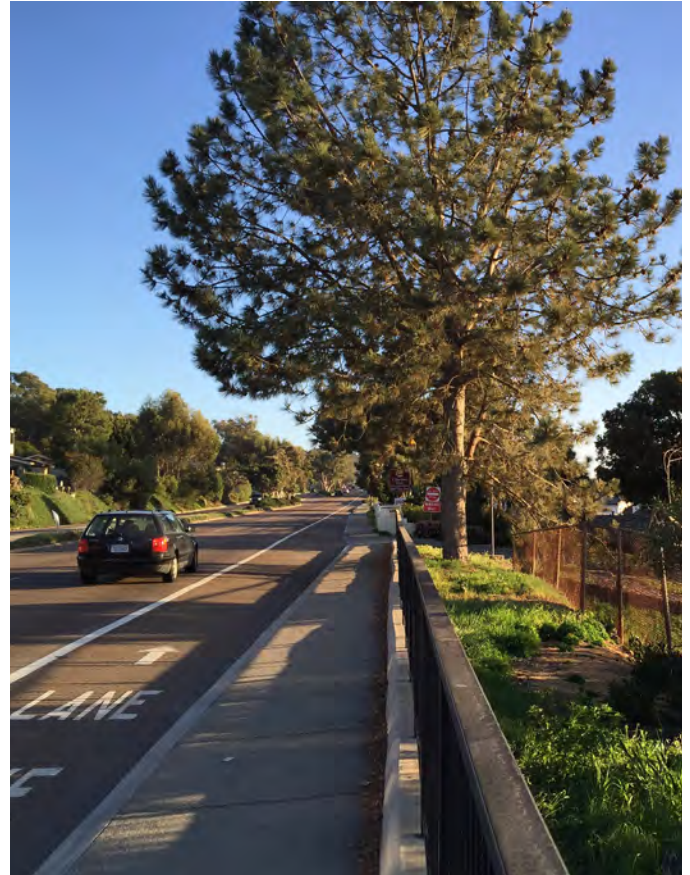
2.3 City of Del Mar Landscape Development Guidelines

The Landscape Development Guidelines include specific landscape design principles and elements that should be incorporated into the Shores Park Master Plan design. The Landscape Design Guidelines are based on the following six (6) objectives:

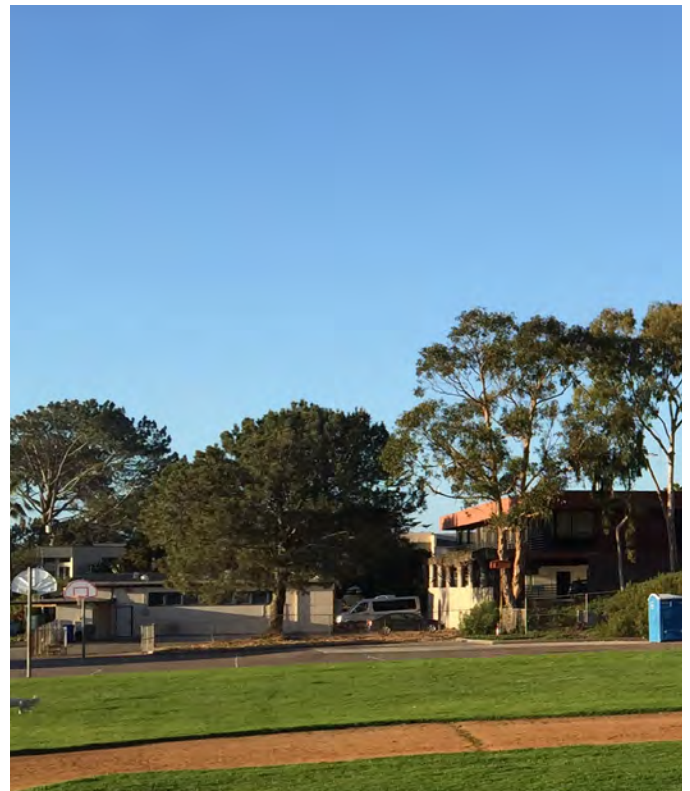
- Preserve natural features, including existing native plant materials.
- Preserve and enhance existing views.
- Protect the safety of the residents of Del Mar.
- Conserve precious resources, notably water.
- Vitalize the downtown commercial area.
- Clarify processes and requirements for landscape development within the City.

2.4 Camino Del Mar Streetscape Plan

Published in 1996, this study examines a three mile length of Camino Del Mar from Via de la Valle to its termination near Carmel Valley Road. The study identifies opportunities to preserve and enhance the qualities that the people of Del Mar hold dear. The opportunities include elements such as preserving



Torrey Pine trees are of particular significance to the City of Del Mar and should be protected



A mature Torrey Pine tree is located adjacent to the Community Building

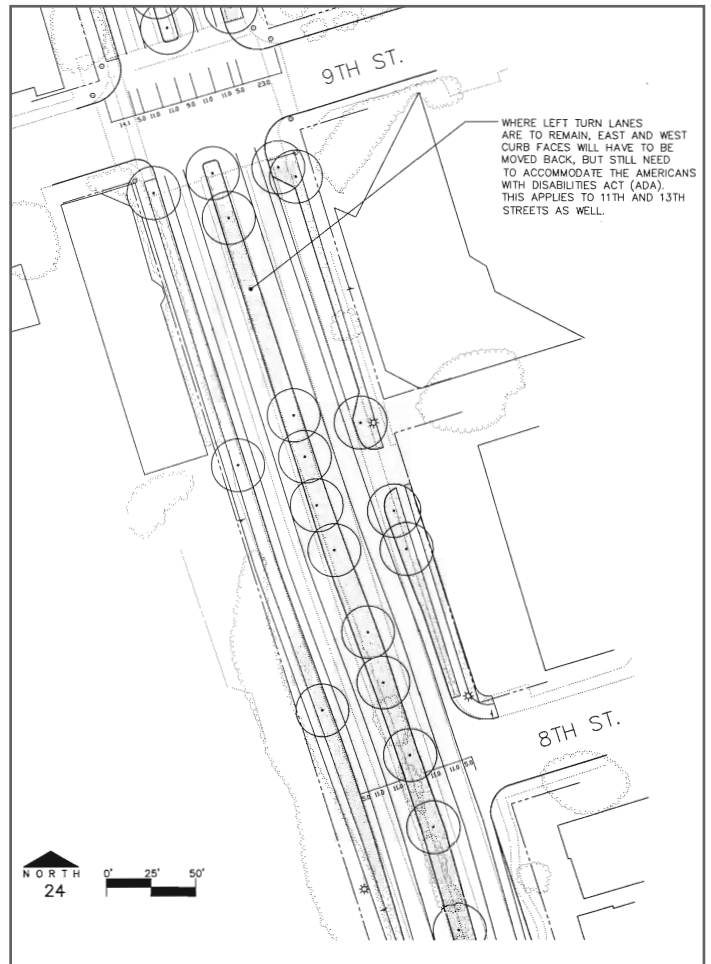
Torrey Pine trees, creating scenic view corridors, and incorporating pedestrian improvements. The study also includes an overall shrub and groundcover plant list and provides recommendations for street tree locations along the portion of Camino Del Mar adjacent to the park site.

2.5 Del Mar Foundation Use Agreement

Located at 225 9th Street in Del Mar is a City-owned office facility, known as the Del Mar Community Building, which is approximately 1,831 square foot in size. The City has entered into a two-year long use agreement with the Del Mar Foundation (commencing in September 2014). The Del Mar Foundation is responsible for coordinating the use of the facility by the Del Mar Community Connections (DMCC) and other non-profits organizations that provide valuable public service functions to the residents of Del Mar.

2.6 Winston School Lease Agreement and Winston School Memorandum of Understanding

The 1.8 acre school site is a City-owned property with a 55 year lease to the Winston School (commencing in 2008). Required as part of the lease agreement, Winston School must achieve all “Redevelopment Milestones” by the respective “Milestone Deadline” as defined in the lease document. The final “Milestone Deadline” is December 31st 2027 indicating the completion of the redevelopment process. The City is required to provide an open turf space for the school’s recreation needs as a part of the lease agreement.



Street Tree Planting Plan per Page 24 of the Del Mar Streetscape Plan

Botanical Name	Common Name
Groundcovers	
Arctostaphylos 'Carmel Sur'	Prostrate Manzanita
Baccharis pilularis 'Twin Peaks'	Prostrate Coyote Brush
Ceanothus G. 'Yankee Point'	California Lilac
Eriogonum fasciculatum 'Dana Point'	Prostrate California Buckwheat
Fragaria chiloensis	Beach Strawberry
Salvia 'Pt. Mugu'	Sage
Shrubs	
Arctostaphylos 'Howard McMinn'	Manzanita
Ceanothus maritimus	Maritime Ceanothus
Eriogonum cinerium	Ashy Leaf Buckwheat
Rhamnus Californica 'Eve Case'	Coffeeberry
Rhus integrifolia	Lemonadeberry
Ribes speciosum	Fuschia Flower
Ribes viburnifolium	Evergreen Currant
Perennials and Grasses	
Aloe species	Aloe
Armeria maritima	Sea Thrift
Artemesia pycnocephala 'David's Choice'	Sandhill Sage
Dudleya species	
Elymus condensatus 'Canyon Prince'	Blue Wild Rye
Eriogonum grande rubescens	Pink Buckwheat
Festuca Californica	California Fescue
Galvesia speciosa 'Firecracker'	Island Bush Snapdragon
Heuchera maxima hybrids	Alum Root
Iris douglasia hybrids	Pacific Coast Iris
Muhlenbergia rigens	Deer Grass
Verbena lilacina	Verbena

Planting Palette per Page 56 of the Del Mar Streetscape Plan

3 EXISTING FACILITIES ASSESSMENT

The purpose of this section is to document existing parks, recreation facilities, and programs in Del Mar that affect recreation programming and planning for the community. An inventory of existing parks, recreation facilities, and programs was achieved through site visits, City staff interviews, document searches, and interviews with service providers.

3.1 Parks and Community Centers

The City of Del Mar has three primary parks (Shores Park, Powerhouse Park, Seagrove Park) and one community center (Powerhouse Community Center) that are available for public use.

i. Shores Park (5.3 Acres)

Shores Park is comprised of a parking lot, landscaped area, asphalt activity area, and the Del Mar Community Building. A portion of the site (1.8 acres) is leased to The Winston School. As part of the lease agreement, The Winston School is granted non-exclusive access to the landscaped turf area during school hours. The landscaped area serves as a shared use area providing space as a dog park, youth baseball field, and multi-purpose field, each with their specific times of use. The City issues permits for youth sports practices periodically. The Del Mar Community Building has a two-year lease between the Del Mar Foundation and the City of Del Mar. The building includes a conference room, computer lab, and kitchen, and is available to the public with advance reservations. The Community Building provides office space for the Del Mar Foundation and Del Mar Community Connections with which the Del Mar Foundation has an agreement. It is primarily used by Del Mar Community Connections which provides services to mature adults. Maintenance of the majority of the landscaped areas, including the turf area, is



Ocean View from Shores Park
Image by Schmidt Design Group, Inc.

conducted by the City through a maintenance contract. Maintenance and operation of the Community Building is the responsibility of the Del Mar Foundation with portions of the grounds around the Community Building being maintained by the Del Mar Garden Club.

ii. Powerhouse Community Center

The Powerhouse Community Center is an attractive facility with views of the ocean. It has a capacity for 120 guests indoors and outdoors on two levels. The Community Center provides services to the community through private rentals, scheduling of non-profit agency activities, and co-sponsoring events. It is well maintained by the City Community Services Department through City part-time staff. It is also supervised by part-time and full-time City staff during the times that it is scheduled. It is scheduled by the Community Services Department's full time employee. The outside grounds and exterior restroom maintenance is performed through the City's Public Works Department.

iii. Powerhouse Park

Powerhouse Park is adjacent to the Powerhouse Community Center. It is a large grassy area overlooking the beach with a children's tot lot, public restroom, and two concrete walkways which lead to the beach. The park is well maintained through the City's Public Works Department. The park is open to the public and may also be reserved through the City's Community Services Department.

iv. Seagrove Park

Seagrove Park is south of Powerhouse Park and is a large grassy area overlooking the beach, without beach access. The park is well maintained through the City's Public Works Department. The park is open to the public and may be reserved through the City's Community Services Department.

3.2 Existing Recreation Programs and Services

The City of Del Mar provides recreation programs and services to the community through private rentals, scheduling of non-profit agency activities, and co-sponsoring events. As a part of the review process to determine opportunities for programming, an inventory of local services and programs provided by non-profits was compiled.

i. Del Mar Foundation

The Del Mar Foundation (DMF) is a 501(c)(3) nonprofit organization that sponsors and conducts a



Powerhouse Park
Image by www.sandiegoville.com

number of events for the community. These include the popular Summer Twilight Concert Series conducted at the Powerhouse Community Center and Park, the First Thursday Performances, and the DMF Talks held at the Powerhouse Community Center. The Foundation also provides special events for children in the community such as Family Bingo Night, Easter Egg Hunt, Fancy Nancy Night, and more.

- ii. Del Mar Community Connections
Del Mar Community Connections is a 501(c)(3) nonprofit organization that sponsors and conducts a number of events for the community primarily for mature adults. Many of the activities are conducted at the Del Mar Community Building but are also scheduled at other locations including the Powerhouse Community Center, the County Library, and the City Hall Annex. Some of the activities provided include Brain Fitness, computer training, Tuesday Lunch Connections, specialty classes, services and presentations, bridge and mahjong at the Community Center, and shopping and grocery trips with transportation provided by DMCC's shuttle.
- iii. City of Del Mar Community Services offers concessions for summer camps such as junior lifeguarding, surf camps, as well as general surf classes. They also partner with the San Dieguito Unified High School District Adult School for exercise held at the Powerhouse Community Center.



The City of Del Mar has a formal lease agreement with The Winston School that utilizes a portion of Shores Park
Images by Schmidt Design Group, Inc.

3.3 Public/Private Partnerships

The City of Del Mar has a formal lease agreement with The Winston School that utilizes a portion of Shores Park (primarily the school buildings). The City also has an Interim Use Agreement for two years with the Del Mar Foundation for the Foundation's use of the Del Mar Community Building located at Shores Park. In turn, the Del Mar Foundation has an agreement with Del Mar Community Connections for their utilization and scheduling of programs for the Del Mar Community Building.

3.4 Maintenance and Operations for Parks and Recreation Facilities

The Powerhouse Community Center and park facilities in Del Mar are well-used and busy centers of activity throughout the week, especially on the weekends. The parks and Community Center are well maintained and exceed most community standards. They are operated and maintained in an efficient manner.

The City Public Works Department utilizes contracted landscape maintenance services combined with supplemental part-time employees for the parks, grounds, and beaches. They have a City staff member that supervises these operations. This is an efficient and cost effective way of providing maintenance services, particularly limiting the need and related costs for City staffing. The Community Services Department similarly utilizes part-time staff for custodial services and also for supervision along with full-time staff during times that the Community Center is scheduled. They have a City staff member that coordinates these operations and also schedules the Community Center and the parks. This also is an efficient and cost effective approach to providing maintenance and operations for the Community Center, although recruitment and retention of part time staff is sometimes difficult.

The City of Del Mar adequately maintains and operates the existing parks and the Community Center. The additional resources and costs associated with the proposed improvements to Shores Park will be evaluated and reported during future phases of the master-planning effort.



The turf area serves as a shared use dog park with specific times of use
Image by Schmidt Design Group, Inc.

4 SITE INVENTORY AND ANALYSIS

4.1 Site History

- The Shores property was first the site of the original Del Mar train station from the late 1800s through the early 1900s.
- The property was then acquired in 1906 by the South Coast Land Company led by partners Col. Ed Fletcher, William G. Kerckhoff, and others.
- Kerckhoff's company eventually took title and, in 1946, conveyed it to the struggling Del Mar Unified School District (DMUSD) with the deed restriction that the property be used for "school purposes only." This restriction included a prohibition against commercial or residential development.
- In 1988, a portion of the property was leased to the private Winston School.
- In 2005, a group of concerned community leaders formed The Friends of Del Mar Parks (a certified 501(c)(3) tax exempt, non-profit California corporation) and joined together with Winston School families to help raise funds to contribute toward purchasing the land.
- In 2007, the park was purchased by the City of Del Mar for \$8.5 million with a combination of private fundraising proceeds and public City funding.



The old California Southern Railway station on the SE corner of 9th Street and Stratford Court
Photo Courtesy of the City of Del Mar Historical Society

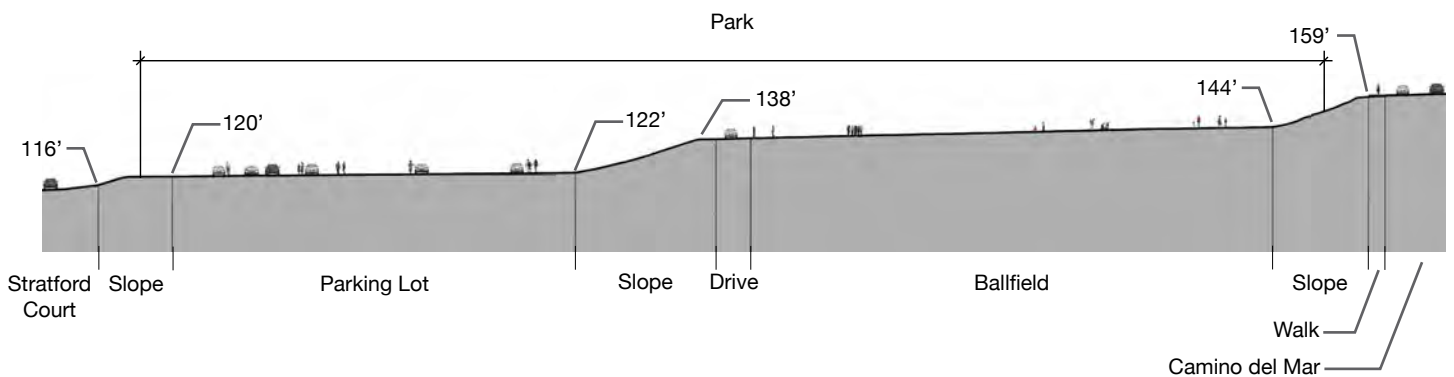
4.2 Site Analysis

Shores Park is located southwest of the Camino Del Mar and 9th Street intersection in the City of Del Mar. Parking options include on-site parking areas and off-site street parking. Alternative transportation includes North County Transit District bus line 101 with stops in the north and south direction at 9th and Camino Del Mar. Additionally, designated bike lanes exist in the north and south directions along Camino Del Mar.

The Shores Park property has a terraced landscape along a dramatic hillside with views to the Pacific Ocean. Change in elevation between terraces is approximately 15 feet with an overall grade differential of approximately 30 feet. Many notable views to the Pacific Ocean were inventoried.

Existing park amenities include a turf field and backstop, multi-use court area, landscaped areas, parking lots, and a Community Building. The landscaped areas include several mature trees, including a large Torrey Pine near the Community Building. Based on initial on-site observation, stormwater is directed off-site via daylighted cobble-mortar storm culverts. Along 9th Street, adjacent to the northern boundary of the site, an existing deep swale carries stormwater off-site. Drainage also enters the park on the second terrace and flows down the existing on-site drainage/driveway. An opportunity for water quality improvements was observed.

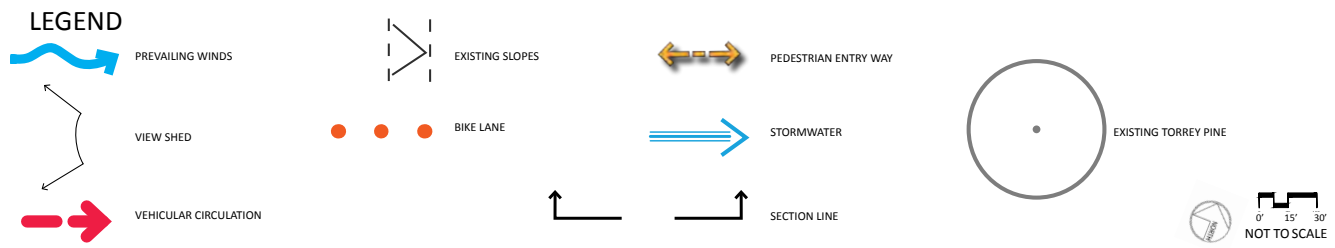
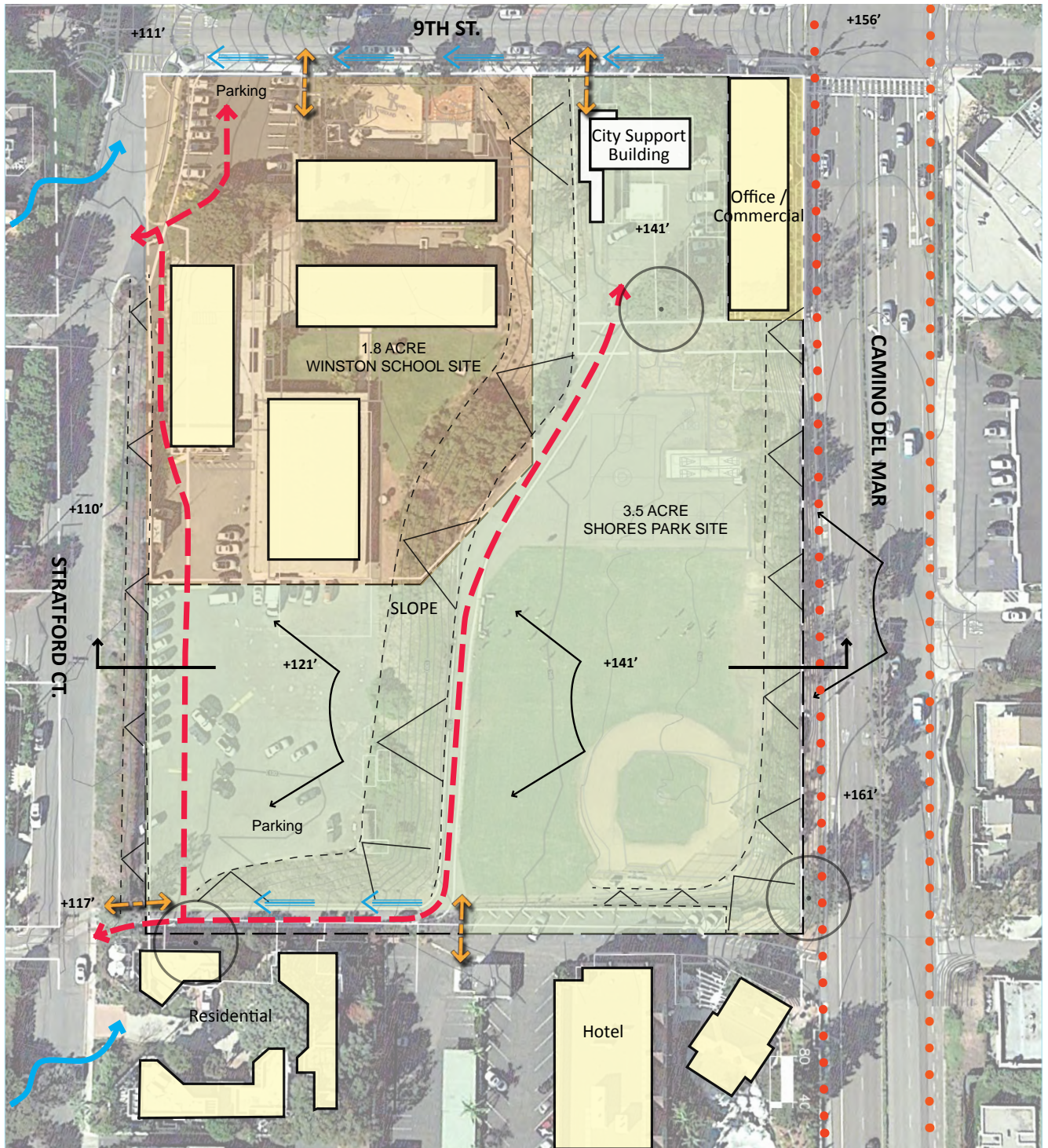
A portion of the park land (1.8 acres), is leased to The Winston School. Non-exclusive use of the parking area and athletic field during school hours is part of the lease agreement.



Section West-East, Shores Park
Not to Scale

Shores Park Site Terraces from east to west offering views to the Ocean
Section by Schmidt Design Group, Inc.

Site Analysis Plan



Site Analysis
Graphic by Schmidt Design Group, Inc.

4.3 Architectural Assessment of Del Mar Community Building

The overall general condition of the existing building at 225 9th Street was evaluated by OBR Architecture on January 29, 2015. A full copy of the report is included in the Appendix.

The building is laid out in an 'L' configuration and is a single story. No destructive testing was performed, but the main framing system is assumed to be wood. Overall the building appears to be in good condition. The recent refurbishment concentrated on finishes and the renovation to create an accessible restroom. The stucco is free from significant cracking and there is no evidence of any substantial seismic issues. The building currently acts as the Del Mar Community Building and houses the Del Mar Foundation and the Del Mar Community Connections. The building also provides community meeting space and storage space.

It has been noted through various interest group interviews and conversations with the community that the overall layout and size of the facility limits the programs and services that are offered by the Del Mar Community Connections organization.



Del Mar Community Building,
Photo by OBR Architecture

5 COMMUNITY OUTREACH

The “Discover” phase of the Shores Park Master Plan process was structured to maximize opportunities to obtain community feedback as indicated by the Shores Advisory Committee appointed by the City Council. This included a formal community survey, interest group interviews, community pop-up events, and a “take-part” community workshop. The following is a summary of the Shores Advisory Committee role and each community outreach event.

5.1 Shores Advisory Committee

The Shores Advisory Committee (SAC) was formed to oversee the Shores Park Master Plan process. The SAC’s mission is to ensure that the process is open and inclusive. They have worked with the community, City staff, and design team to develop the Master Plan process and will continue to guide the process and provide progress updates and recommendations to City Council.

5.2 Community Survey

A community-wide survey was conducted by True North Consulting during the months of March and April 2015. Participants were asked a series of questions related to City of Del Mar park facilities, Shores Park, and their recreation preferences.

i. Community Survey Goals

The goals for the survey were as follows:

- Gather information to help inform the Shores Park Master Plan;
- Profile recreation interests and activities of Del Mar residents (adult and youth);
- Measure use and perceptions of Del Mar parks in general, as well as Shores Park in particular;
- Identify the types of amenities and improvements to Shores Park that are priorities for Del Mar residents; and
- Understand how the above may vary across subgroups.

A full copy of the community survey report is included in the appendix.



A community-wide survey was conducted by True North Research
Image by True North Research

ii. Community Survey Key Takeaways

The community survey is only one tool for gauging community interests with respect to the Shores Park Master Plan process but there are consistent themes between survey results and qualitative feedback (Community Workshop, Pop-Up Events, etc.).

Per the survey, residents are generally pleased with the safety, appearance, and overall quality of Del Mar's parks, but see opportunities to improve the variety of amenities offered.

Based on survey respondents, just one in five households have a child or teenager, but there appears to be interest in providing a variety of activities for a broad age spectrum.

Key amenities that were identified include:

Passive Recreation

- Significant interest in passive recreation amenities including walking paths, benches and sitting areas, picnic and BBQs, quiet spaces for reading, watching sunsets, meditating, etc.
- Interest in green spaces, landscaping, trees, plants, gardens, and beautification.

Open Play and Fitness Areas

- Open areas for play and informal recreation sports, but not highly programmed sports-field focused or organized athletics.
- Children's playground equipment.
- Outdoor fitness course and courts.

Indoor Facilities

- Special purpose rooms for fitness classes, yoga, dance.
- General purpose room for meetings and classes.

Off-Leash Dog Component

- Interest is creating a separated area for off-leash dog activities. Refer to the "Desired Shores Park Improvements" graph found in the survey report.

5.3 Interest Group Interviews

i. Summary

The City of Del Mar scheduled interviews with interested parties between January 2015 and May 2015. The purpose of the interest group interviews was to solicit personal small group feedback from a diverse range of interested parties at the beginning of the master plan design process. Below is a time line of interest group interviews to date:

- Jan 12, 2015 Farmers Market
- Jan 12, 2015 Garden Club Interest Group
- Jan 14, 2015 Del Mar Community Connections (DMCC)
- Jan 14, 2015 Historical Society
- Jan 14, 2015 Friends of Del Mar Parks
- Jan 14, 2015 Park & Recreation Staff
- Jan 14, 2015 Youth Sports Groups
- Jan 15, 2015 Del Mar Foundation
- Jan 22, 2015 Del Mar Village Association (DMVA)
- Jan 22, 2015 Dog Owners
- Feb 9, 2015 Parents/Young Del Mar/PTA
- Feb 19, 2015 Sustainability Advisory Board
- March 31, 2015 Adjacent Commercial Property Owners and Businesses
- March 31, 2015 Adjacent Residential Property Owners
- April 13, 2015 Winston School
- May 6, 2015 Community Services Department Staff
- May 6, 2015 Public Works Department Staff
- May 6, 2015 Youth Sports Organizations (conference call)
- May 12, 2015 Alvarado House Tour
- May 13, 2015 Clean Water Program Manager (conference call)

ii. Reoccurring Themes

From the 20 different interest group interviews, there were significant areas of overlap and reoccurring themes. They are as follows:

- Preserve Open Park Feel: Many people wanted to avoid over-programming or overbuilding the park.
- Dog Park: There were several viewpoints on the success of the current joint-use dog park. Overall, there is a desire to continue to include a grassy area for off-leash dog activity in the park that is not rigid or obviously fenced. There are a significant number of community members that advocate continued joint-use between off-leash dog activities and other park uses. However, of the groups that were interviewed, there were more community members interested in separating the off-leash dog activities from other park uses, while still having both areas.
- Multi-Use Open Field: Provide open, flexible turf space, but not necessarily a structured athletic field.
- Gardens: Passive, walking, horticulturally rich gardens; benches to enjoy views; picnic tables.
- Basketball: Currently well used, potentially half court.
- Storage and Activity Space: Several groups were interested in more indoor and outdoor programs (DMCC storage and office space, tai chi and other exercise, cultural events, personal enrichment classes such as cooking classes, etc.)

5.4 Informal Pop-Up Tent Events

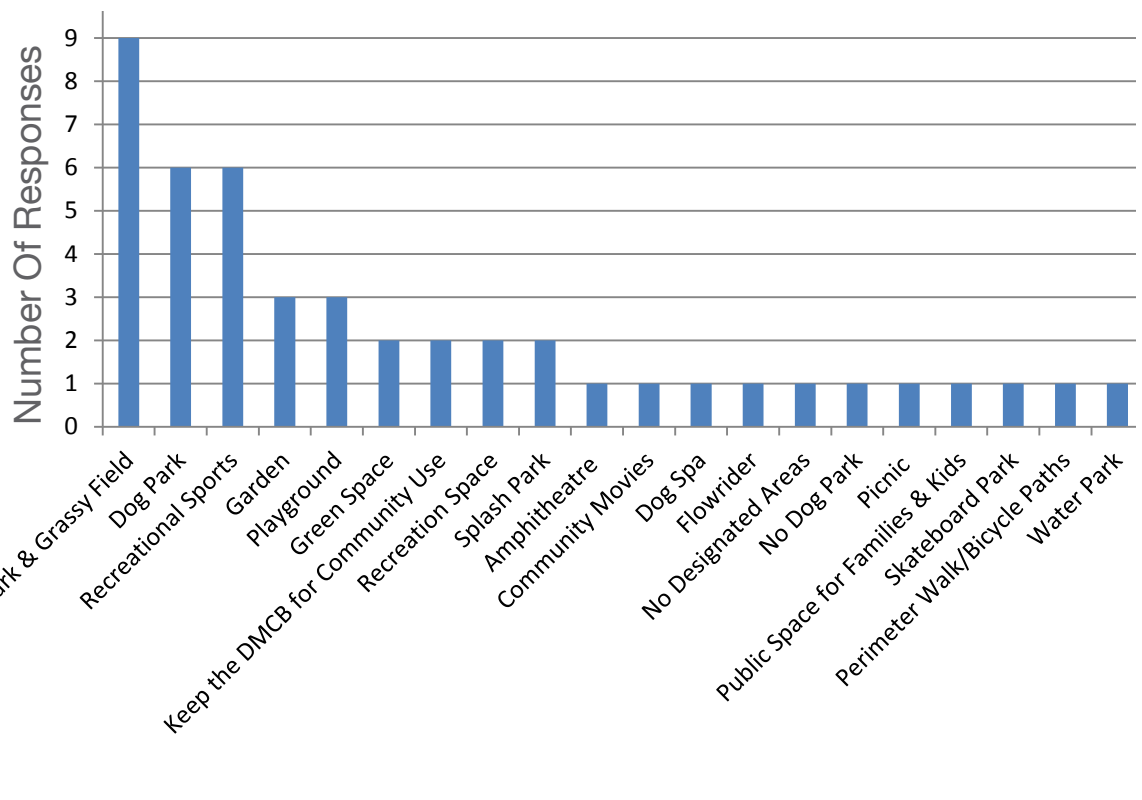
The City of Del Mar staff conducted two (2) “pop-up” community outreach events. These pop-up events were intended to capitalize on the community participation at the Del Mar Egghunt Event (April 4th, 2015), and the Farmers Market (April 18th, 2015), to publicize the Shores Park Master Plan project and to promote the May 2nd “Plan Your Park” Community Workshop.

Feedback was tallied from notations made by community members in response to open-ended questions regarding favorite parks, possible amenities for Shores Park, and preferred recreational activities. There were no formal inquiries made regarding residency. However, anecdotally, the majority of feedback was from Del Mar residents. The following graphics summarize the feedback received.

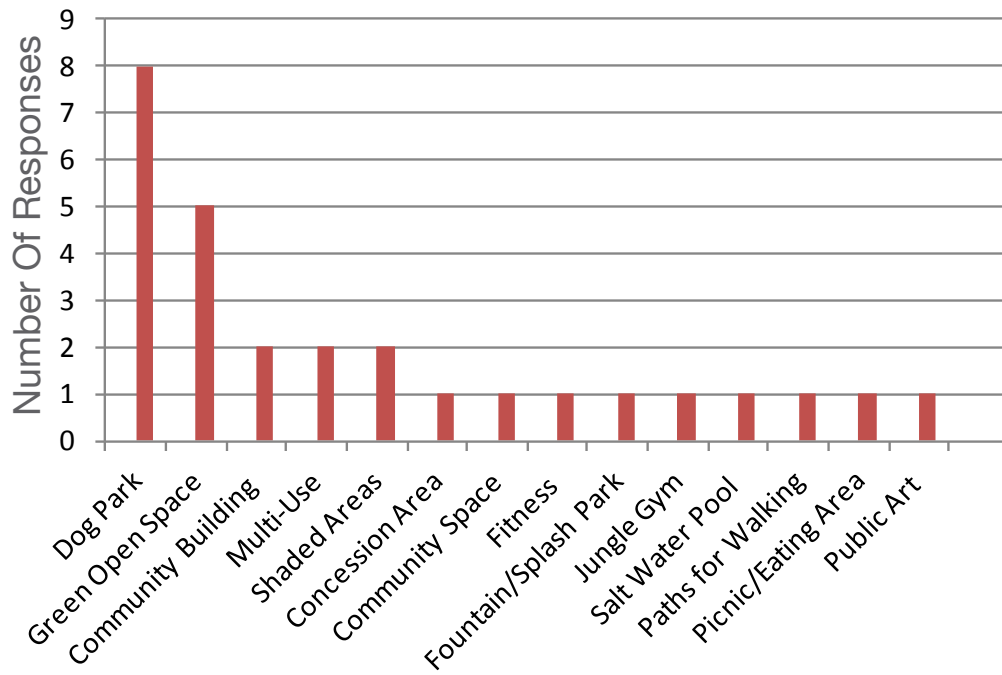


Pop-up tent event at Egghunt
Photo by the City of Del Mar

i. Egghunt Event



ii. Farmers Market Event



Pop-up tent event at Del Mar Farmers Market, Photo by the City of Del Mar

5.5 Community Workshop #1

An on-site “Plan Your Park” community workshop was held May 2, 2015 from 10:00am-11:30am. A total of 155 attendees signed in for the meeting. Activities included a self-guided walking tour of the site and a brainstorming activity to provide feedback on guiding principles and potential amenities.

i. Site Discovery Exercise

Each attendee received a workbook at check-in and was encouraged to complete a walking tour of the site. A total of 45 completed workbooks were collected during the event. Below are the main themes and reoccurring comments that were documented in the Site Discovery Workbooks:

CONSTRAINTS

- Overall, participants identified constraints such as the driveway dividing the site, a disconnect between upper and lower areas, and a lack of shady areas for seating.

OPPORTUNITIES

- Participants identified opportunities for expanding the existing Community Building, improved parking, maintaining open space, and wide spread desire to incorporate ocean views.

BUILDING

- Several comments indicated a desire to keep or expand the Community Building (including expanding kitchen and providing multi-use space).
- Several people noted the need for a restroom.

PARKING

- Many people noted that the parking lot should be smaller while others noted an opportunity for a parking structure on the lower level with park space above.

DOG/GRASS

- Several comments indicated that the multi-use grassy area works well (but rules need to be enforced), while other comments indicated a desire for a separate dog area.



Community Workshop #1
Image by Schmidt Design Group, Inc.

SITE PLAN/PLANTING

- Overall, participants noted that park should include a natural theme, feature low water use plants, connect upper and lower park areas, preserve mature trees, incorporate sustainable maintenance practices, provide universal accessibility, and highlight ocean views.

EXPAND PROGRAMS

- Several programmed activities were proposed such as: senior activities; tai chi; yoga; sports equipment to “check out.”

POTENTIAL AMENITIES

- Many participants indicated that the park should be natural/open in nature, and proposed the following amenities: loop walking paths, open field for sports, amphitheater, gardens (butterfly, meditation), fitness area, community garden, slide from upper to lower terrace, shade trees for picnicking, drinking fountain, playground, outdoor theater, swimming, skate park.
- Several participants noted that the basketball area was well used. One comment suggested a low basketball hoop for younger kids and other suggested a smaller half-court to save space.



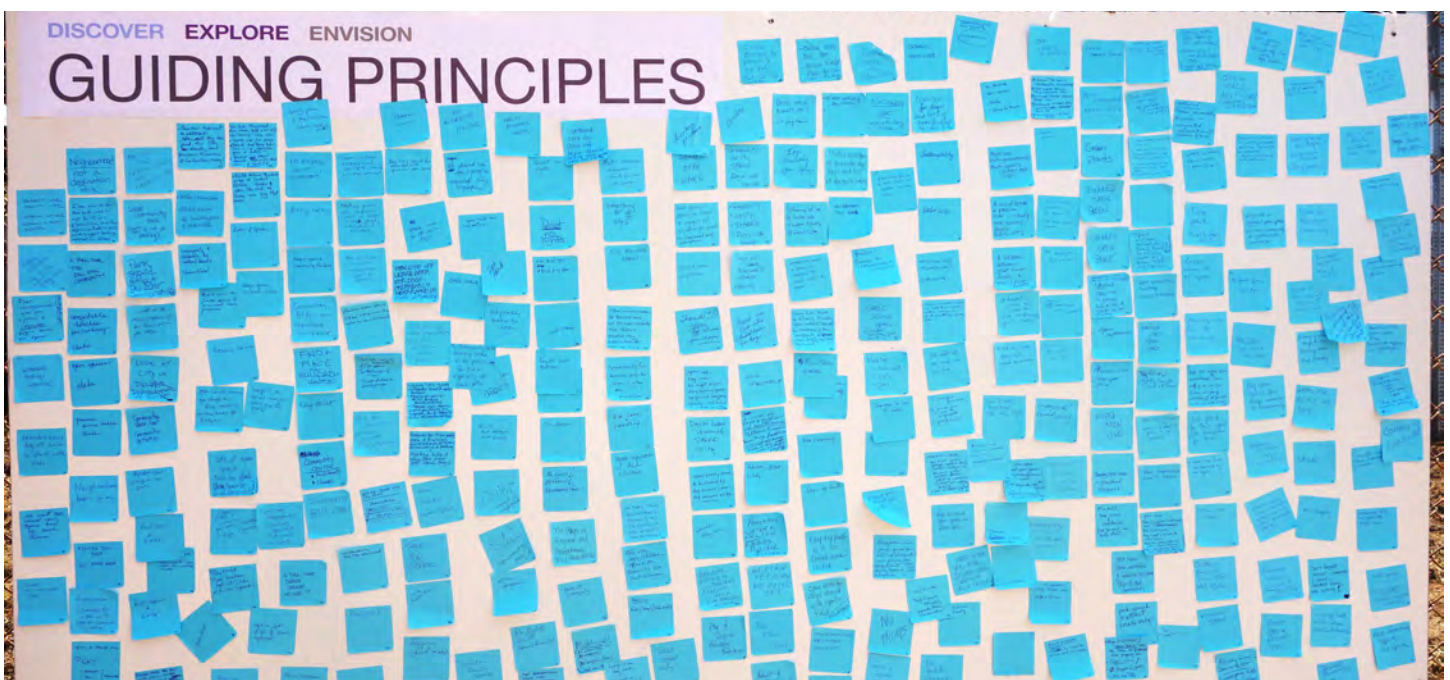
Site Discovery
Image by Schmidt Design Group, Inc.

- ii) Guiding Principles Exercise
 Each attendee received two sets of four (4) sticky notes for the Guiding Principles and Potential Amenities envisioning exercise. There was some overlap between Guiding Principles and Potential Amenities, however feedback was enthusiastic and robust with over 950 individual comments.

Participants were invited to write their desired Guiding Principles on blue sticky notes and place them on the white board. A total of 420 responses specific to Guiding Principles were received.



Guiding Principles and Potential Amenities Exercise
 Image by Schmidt Design Group, Inc.



A total of 420 Guiding Principle responses were submitted
 Image by Schmidt Design Group, Inc.

The main themes and guiding principles can be summarized in the following categories:

NEIGHBORHOOD SCALE PARK

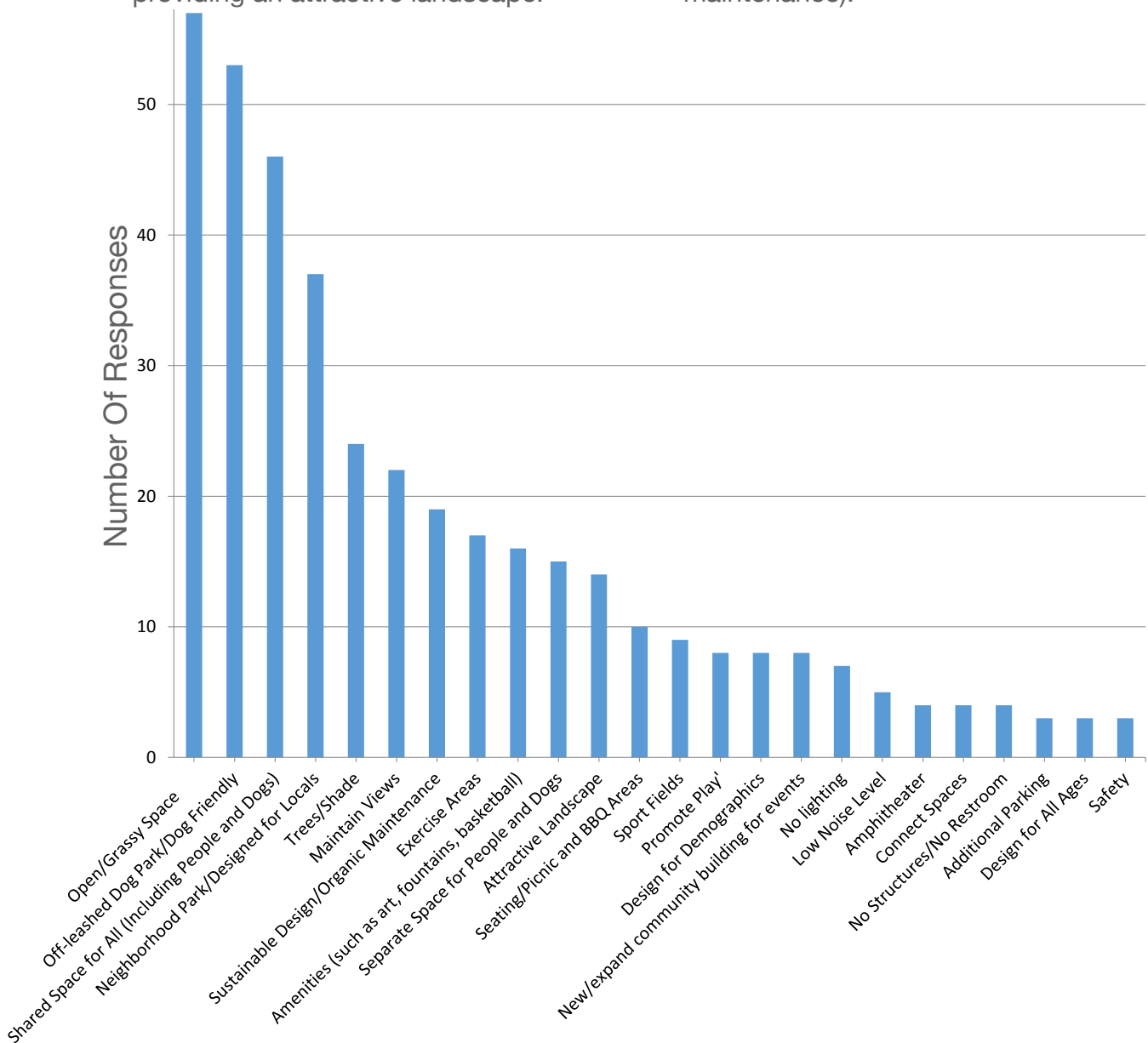
- The park should not be over developed; it should be designed for the neighborhood rather than as a regional destination. It should serve as a meeting venue for the local residents. The concept of a neighborhood scale park is also supported by other responses that were highly ranked such as providing an open/grassy space, shade, maintaining views, and providing an attractive landscape.

HIGH QUALITY DESIGN FOR ALL USERS, INCLUDING PETS

- The park should address the needs of the entire community. The final program should include a high quality user experience for people and pets.

SUSTAINABLE DESIGN/ORGANIC MAINTENANCE

- The park should incorporate an environmentally responsible design (low energy, water efficient, and organic maintenance).



- iii. Potential Amenities Exercise
 Participants were invited to write their four key Potential Amenities on yellow sticky notes and place them on the white board. A total of 534 responses specific to Potential Amenities were received. The highest priority amenities can be combined into the main categories defined on the next page.



Potential Amenities Exercise
 Image by Schmidt Design Group, Inc.



A total of 534 Potential Amenity responses were submitted
 Image by Schmidt Design Group, Inc.

iii. Potential Amenities Exercise (Continued)

PASSIVE USE AMENITIES

- Trees/Shade
- Picnic/Seating Areas
- Bike/Walk/Scooter Path
- Open Grassy Space
- Attractive Landscape
- No Lighting

DOG FRIENDLY

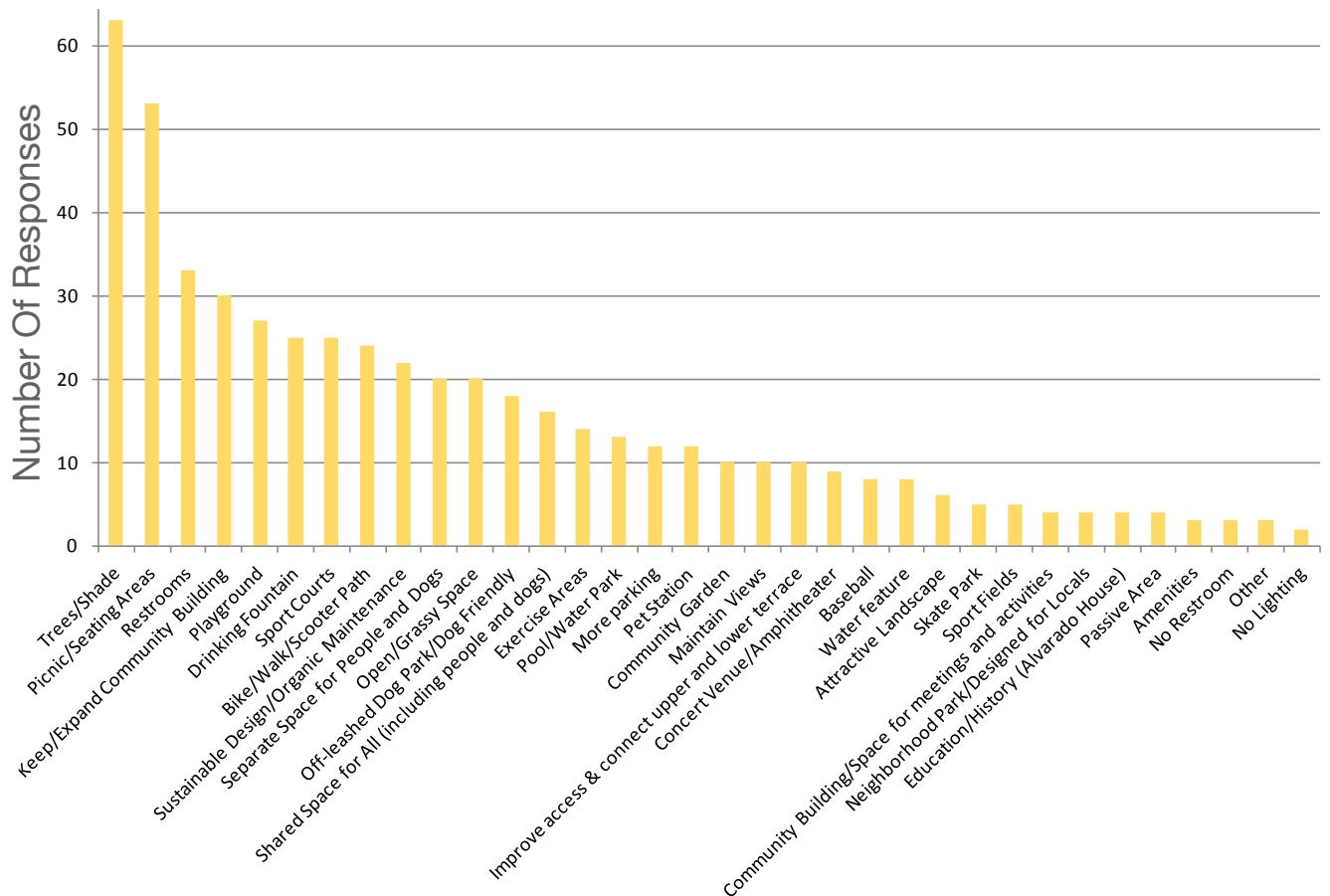
- Off-Leash Dog Park/Dog Friendly
- Separate People and Dog Space
- Shared Space for All (including people and dogs)
- Pet Station

BUILDINGS

- Provide Restrooms
- Keep/Expand Community Building
- New Community Building
- No Restrooms

ACTIVE PLAY

- Playground
- Drinking Fountain
- Sport Courts
- Exercise Areas
- Pool/Water Park
- Baseball
- Skate Park
- Sport Fields



iv. Kids' Imagination Station

The Kids' Imagination Station drawings filled the white board with inspiring, artful ideas for play at the park.

Below is a summary of the responses and a sample of a drawing from the Kids' Imagination Station board:

- Climbing Structure
- Slide
- Huge slide that runs from the top field to the lower parking lot
- Monkey Bars
- Sand Volleyball
- Volleyball Net
- Swings
- Soccer Goal
- Squirrel, or maybe a dog
- Restrooms
- Bike Path
- Grass
- Rocks
- "Park to Play Ball and Ride My Scooter"
- Little Kids' Area
- Sand Pit
- Climbing Wall
- Bus with a big heart :)
- Water Slide
- Movie Theater
- Basketball Court



Drawing submitted by Del Mar Youth
Image by Schmidt Design Group, Inc.

6 SUMMARY OF FINDINGS

The City of Del Mar purchased the 5.3 acre Del Mar Shores property in 2008 with the intention of preserving open space and enhancing recreational uses in the City, as well as the continued operation of the Winston School. Currently, the Shores Park property offers a small Community Building which is leased and operated by Del Mar Foundation (and also houses the Del Mar Community Connections), and an open grassy field that is used for informal recreation and as an intermittent dog park.

In 2014, the City of Del Mar embarked upon a master planning process for Shores Park to create a long-range vision to guide the park's future development. Based on a multi-faceted assessment of current and future needs, the master plan will identify the types of amenities and facilities that will be included in the park, the types of programs and activities it will support, as well as a plan for implementation.


A critical component of the master plan process is building a meaningful and lasting relationship with the community through ongoing community engagement. The community has been particularly engaged throughout the process which included a city-wide survey, interest group interviews, informal pop-up events, and a community workshop. The findings are summarized below into guiding principles and a preliminary list of possible amenities that will inform the next steps of the master plan process.



Community Workshop #1, "Plan Your Park" Event
Image by City of Del Mar

6.1 Guiding Principles

The depth and breadth of feedback received during the “DISCOVER” phase of the Shores Park master plan process has been utilized to develop the following Guiding Principles. Future design alternatives will be evaluated in part by how well they accomplish these goals.

- Provide a beautiful and peaceful neighborhood park environment that serves the residents of Del Mar.
 - Create an inclusive space that offers recreational opportunities for all ages.
 - Thoughtfully integrate the needs and desires of residents visiting the park with or without pets.
 - Capture the dramatic views to the Pacific Ocean.
 - Provide a gardenesque park setting that is environmentally and economically sustainable.
- 
- Integrate the activities, program, circulation, and recreational needs of the Winston School.
 - Create a park that reflects the rich history, unique culture, and community character of Del Mar.

Community Workshop #1, “Plan Your Park” Event
Image by City of Del Mar

6.2 Potential Amenities

One goal of the “Discover” phase was to start to identify the types of amenities that Del Mar residents view as priorities for inclusion in Shores Park in the future. Potential amenities were collected at all stages of the community outreach process and will continue to be collected and refined throughout the master plan process. Not all amenities will be accommodated within the Shores Park site based on site constraints and community preferences; therefore, the potential amenities are grouped into three tiers

based on community feedback, prioritized from Tier 1 (highest priority) to Tier 3. Within each tier, the amenities are presented in alphabetical order.

i. Tier I Potential Amenities

Based on recurring themes from all community outreach efforts, the community expressed a strong collective interest in the amenities identified below. Based on overwhelming consistent interest, these core elements should be incorporated in future design alternatives (not in priority order):

- Attractive gardens and landscaping (low water use/sustainable)
- Benches for sitting, enjoying views, reading, meditating, etc.
- Fully accessible for visitors with disabilities
- Furnishings such as trash and recycling receptacles, drinking fountains, bike racks, etc.
- Off-leash grassy areas for off-leash dog activities (not obvious or rigid fences)
- Open turf for flexible play (required by lease with Winston School)
- Indoor meeting/recreational community space
- Accommodate children's activities
- Parking to meet code requirements
- Picnic area(s)
- Restroom
- Shade
- Walking paths

ii. Tier II Potential Amenities

In addition to the core list of Tier 1 amenities, there was also significant interest in other possible amenities that should be further evaluated for inclusion based upon community interest and space availability:

- Basketball half court
- Children's playground
- General purpose room that can be used for community programming and activities (such as exercise classes, cooking classes, meetings, arts and culture, etc.)
- Multi-purpose court (basketball/pickle ball/tennis etc.)
- Outdoor fitness course

iii. Tier III Potential Amenities

In addition to the Tier 1 and Tier 2 amenities, there was also interest in other possible amenities that should be further evaluated for inclusion based upon community interest and space availability. This list of Tier 3 amenities is not comprehensive as it will continue to be refined throughout the process as new ideas are added by the community:

- Amphitheater
- Auditorium (joint-use with Winston School)
- Community garden
- Interpretive education (such as plant identification tags, educational signage, etc.)
- Youth sports field (youth baseball/softball). This would primarily include a practice area that is not heavily programmed.
- Bocce ball

A APPENDIX

SHORES PARK PLANNING SURVEY
RESEARCH REPORT

PREPARED FOR THE
CITY OF DEL MAR



APRIL 28, 2015



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TABLE OF CONTENTS

- Table of Contents**..... **i**
- List of Tables** **iii**
- List of Figures**..... **iv**
- Introduction**..... **1**
 - Purpose of Survey..... 1
 - Overview of Methodology..... 1
 - Organization of Report..... 2
 - Acknowledgements..... 2
 - Disclaimer..... 2
 - About True North..... 2
- Key Findings**..... **3**
- Household Profile**..... **6**
 - Age Composition of Del Mar Households..... 6
 - Question 1..... 6
- Adult Recreation Activities**..... **7**
 - Most Frequent Adult Recreation Activities..... 7
 - Question 2..... 7
 - Interest in Adult Recreation Activities..... 8
 - Question 3..... 9
- Youth Recreation Activities**..... **11**
 - Most Frequent Youth Recreation Activities..... 11
 - Question 4..... 11
 - Interest in Youth Recreation Activities..... 12
 - Question 5..... 13
- Park Visitation & General Perceptions**..... **15**
 - Frequency of Use..... 15
 - Question 6..... 15
 - Question 7..... 15
 - Rating of Del Mar Parks..... 16
 - Question 8..... 16
 - How Well are Your Needs Being Met?..... 20
 - Question 9..... 21
 - Desired Park & Open Space Improvements..... 22
 - Question 10..... 22
 - Specific Improvements Desired..... 23
 - Question 11..... 24
- Shores Park**..... **25**
 - Frequency of Shores Park Visit..... 25
 - Question 12..... 25
 - Question 14..... 25
 - Reasons for not Visiting..... 26
 - Question 13..... 26
 - Familiarity with Amenities at Shores Park..... 27
 - Question 15..... 27
 - Desired Improvements for Shores Park..... 28
 - Question 16..... 28
 - Priority Amenities for Shores Park Master Plan..... 29
 - Question 17..... 29
 - Anticipated Future Use..... 31
 - Question 18..... 31
- Methodology**..... **33**
 - Questionnaire Development..... 33



Programming & Pre-Test 33
Sample, Recruiting & Data Collection 33
Data Processing & Weighting 34
Rounding 34
Questionnaire & Toplines 35





LIST OF TABLES

Table 1	Interest in Adult Recreational Activities by Hsld Members (Showing% Very Interested)	10
Table 2	Interest in Adult Recreational Activities by Frequency of Hsld Park, Open Space Visits (Showing % Very Interested)	10
Table 3	Interest in Child/Teen Activities by Hsld Members (Showing % Very Interested) . . .	14
Table 4	Shores Park Master Plan Priorities by Hsld Members (Showing% High Priority)	30
Table 5	Shores Park Master Plan Priorities by Child in Hsld & Frequency of Shores Park Visits (Showing% High Priority)	31



LIST OF FIGURES

Figure 1	Household Profile	6
Figure 2	Adult Recreational Activities	7
Figure 3	Adult Recreational Activities by Age of Adults in Hsld	8
Figure 4	Interest in Adult Recreational Activities	9
Figure 5	Interest in Adult Recreational Activities by Frequency of Shores Park Visits (Showing % Very Interested)	10
Figure 6	Child/Teen Recreational Activities	11
Figure 7	Top Child/Teen Recreation Activities by Children in Hsld	12
Figure 8	Interest in Child/Teen Activities	13
Figure 9	Frequency of Park, Open Space Visits	15
Figure 10	Frequency of Park, Open Space Visits by Hsld Members, Child in Hsld & Home Ownership Status	16
Figure 11	Rating Aspects of Del Mar Parks	16
Figure 12	Rating Safety of Del Mar Parks by Hsld Members, Child in Hsld & Home Ownership Status	17
Figure 13	Rating Safety of Del Mar Parks by Frequency of Park, Open Space Visits & Child Sports Participation	17
Figure 14	Rating Appearance of Del Mar Parks by Hsld Members, Child in Hsld & Home Ownership Status	18
Figure 15	Rating Appearance of Del Mar Parks by Frequency of Park, Open Space Visits & Child Sports Participation	18
Figure 16	Rating Overall Quality of Del Mar Parks by Hsld Members, Child in Hsld & Home Ownership Status	19
Figure 17	Rating Overall Quality of Del Mar Parks by Frequency of Parks, Open Space Visits & Child Sports Participation	19
Figure 18	Rating Variety of Amenities at Del Mar Parks by Hsld Members, Child in Hsld & Home Ownership Status	20
Figure 19	Rating Variety of Amenities at Del Mar Parks by Frequency of Parks, Open Space Visits & Child Sports Participation	20
Figure 20	Overall Parks, Rec Facilities Rating	21
Figure 21	Overall Parks, Rec Facilities Rating by Hsld Members & Child in Hsld	21
Figure 22	Overall Parks, Rec Facilities Rating by Visited City Park, Open Space Area, Frequency of Park, Open Space Visits & Home Ownership Status	22
Figure 23	Desire Park, Open Space Areas Improvements	22
Figure 24	Desire Park, Open Space Areas Improvements by Hsld Members & Child in Hsld	23
Figure 25	Desire Park, Open Space Areas Improvement by Visited City Park, Open Space Area, Frequency of Park, Open Space Visits & Home Ownership Status	23
Figure 26	Park, Open Space Areas Improvements Desired	24
Figure 27	Frequency of Shores Park Visits	25
Figure 28	Frequency of Shores Park Visits by Hsld Members, Child In Hsld & Home Ownership Status	26
Figure 29	Reasons For Not Visiting Shores Park	26
Figure 30	Familiar With Shores Park Amenities	27
Figure 31	Familiarity With Shores Park Amenities by Hsld Members, Child in Hsld & Frequency of Shores Park Visits	27
Figure 32	Shores Park Improvements Desired	28
Figure 33	Shores Park Master Plan Priorities	29
Figure 34	Frequency of Future Shores Park Visits	31
Figure 35	Frequency of Future Shores Park Visits by Hsld Members, Child in Hsld & Home Ownership Status	32

Figure 36 Frequency of Future Shores Park Visits by Frequency of Park, Open Space
Visits & Frequency of Shores Park Visits 32





INTRODUCTION

Parks, open space areas, and recreational amenities are vital community resources. By providing much-needed spaces to recreate, relax and play, they help to promote a strong sense of community, improve property values, enhance the business climate and local economy, and generally contribute to a higher quality of life for residents and visitors alike.

Recognizing the above, in 2008 the City of Del Mar purchased the 5.3 acre Del Mar Shores property with the intention of preserving open space and recreational uses in the city, as well as the continued operation of the Winston School. Currently, the Shores Park property is used for informal recreation and as an intermittent dog park, with limited amenities and no city-provided programming offered on the site.

In 2014, the City of Del Mar embarked upon a master planning process for Shores Park to create a long-range vision to guide the park's future development. Based on a multi-faceted assessment of current and future needs, the plan will identify the types of amenities and facilities that will be included in the park, the types of programs and activities it will support, as well as a plan for implementation.

PURPOSE OF SURVEY Although the City Council, Shores Advisory Committee, staff, and consultants have played an important role in gathering data and organizing the master planning process, it was the desire of the City that the citizens of Del Mar be the true inspiration and authors of the plan. Thus, in addition to engaging residents through informal surveys, stakeholder meetings, and other outreach events, the City commissioned True North Research to conduct a survey to gather statistically reliable data on the community's priorities and opinions as they relate to Shores Park.

Broadly defined, the survey was designed to:

- Profile the recreation activities of interest to Del Mar residents
- Identify the frequency with which residents visit Del Mar's parks, open space areas and recreation facilities in general, as well as Shores Park in particular
- Measure how well existing parks and facilities are meeting residents needs', as well as the improvements that are most desired
- Capture residents' top-of-mind ideas for how the Shores Park site can be improved, as well as how they prioritize among a variety of potential amenities that could be included in the park.

OVERVIEW OF METHODOLOGY A full description of the methodology used for this study is included later in this report (see *Methodology* on page 33). In brief, a total of 402 Del Mar households participated in the survey between March 11 and April 12, 2015. All voter households in Del Mar were provided the opportunity to participate, with one voter per household randomly selected to receive an invitation given that the questionnaire asked the respondent to report on the recreation interests and activities for all members of the household—adult and youth. Once selected, respondents were recruited to participate in the survey using a combination of mailed invitation letters, emailed invitations, and telephone calls, and had the opportu-

nity to participate in the survey by telephone or through a secure, password-protected website hosted by True North. Interviews conducted by telephone averaged 15 minutes in length.

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the section titled *Key Findings* is for you. It provides a summary of the most important factual findings of the survey given the research objectives that motivated the study. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), as well as a description of the methodology employed for collecting and analyzing the data. And, for the truly ambitious reader, the questionnaire used for the interviews is contained at the back of this report (see *Questionnaire & Toplines* on page 35) and a complete set of crosstabulations for the survey results is contained in Appendix A, which is bound separately.

ACKNOWLEDGEMENTS True North thanks the Del Mar City Council, staff, and Shores Advisory Committee, as well as Glen Schmidt and JT Barr of Schmidt Design Group, for contributing valuable input during the design stage of this study. Their collective experience, insight, and local knowledge improved the overall quality of the research presented here.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of the City of Del Mar. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 900 survey research studies for public agencies, including more than 300 studies for California municipalities and special districts.



KEY FINDINGS

As noted in the *Introduction*, this study was designed to aid the City of Del Mar in preparing a master plan for Shores Park by providing a reliable understanding of the community's use, interests, opinions, and priorities as they pertain to Shores Park and its future development. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

What recreation activities are of greatest interest to Del Mar residents?

Operating from the philosophy that recreation *activities* create demand for specific recreation amenities and facilities, one of the goals of the study was to profile the recreation interests of—and activities engaged in by—Del Mar residents. Because interest in specific recreation activities is often age-dependent, the study distinguished between adult and youth activities.

Among the 16 **adult** recreation activities tested, Del Mar households expressed the greatest interest in walking, jogging, running or hiking (95%), followed by fitness and exercise classes (83%), quiet stationary activities such as reading or meditating (83%), outdoor picnics (79%), cooking (75%), yoga (75%), and gardening (72%). Other adult recreation activities of interest to at least half of Del Mar households included dance or theater (65%), swimming in a pool (63%), arts and crafts (61%), and walking a dog/visiting a dog park (54%). At the other end of the spectrum, less than one-third of Del Mar households expressed interest in adult volleyball (31%), basketball (27%), soccer (22%), softball (19%), or martial arts (18%).

Interest in **youth** recreation activities varied widely, from a low of 34% for softball to a high of 89% for walking, jogging, running or hiking. The recreation activities with the greatest level of interest among Del Mar youth were walking, jogging, running or hiking (89%), swimming in a pool (88%), dance or theater (68%), arts and crafts (66%), volleyball (66%), basketball (65%), fitness and exercise classes (61%), soccer (58%), yoga (55%), skateboarding (55%), and walking dog/visiting a dog park (54%).

To what extent are residents using Del Mar's parks and open space areas?

The survey results indicate that a very high percentage of Del Mar residents make regular use of the city's parks and open space areas. Overall, more than nine-in-ten respondents (93%) reported that at least one member of their household had visited a park and/or open space area in Del Mar during the 12 months prior to the interview. Even more striking, more than half (61%) of households surveyed reported that they visit these recreation spaces in Del Mar on a weekly basis. As one might expect, visitation rates did vary substantially across household characteristics, with the highest rates being exhibited by households with at least one child or teenager.

How well are Del Mar's parks and recreation facilities meeting residents' needs?

The results of the survey indicate that the City's existing inventory is doing a reasonable job of meeting the recreational needs of residents. Overall, approximately six-in-ten respondents stated that the existing parks and recreational facilities are doing an excellent (18%) or good (45%) job in meeting their household's recreational needs. An additional 27% provided a rating of fair, whereas 8% used poor or very poor to describe how well their needs are being met by the existing inventory. It is worth noting, however, that there was substantial variation in opinions on this matter across subgroups, with households with children and/or teenagers being far less apt than their counterparts to indicate that the existing parks and recreation facilities in Del Mar are doing an excellent or good job of meeting their recreation needs.

Drilling deeper into the survey data reveals some meaningful nuances with respect to how residents perceive the City's parks. Del Mar's parks received high marks for safety (93% excellent or good), appearance (89%), and overall quality (85%). With respect to the variety of amenities available in Del Mar's parks, however, residents provided much more modest ratings (56% excellent or good).

What are residents' priorities for the amenities that may be included in Shores Park?

The Shores Park master plan will identify the types of amenities and facilities that will be included in the park, the types of programs and activities it will support, as well as a plan for implementation. One of the central goals of the survey described in this report was thus to identify the *types* of amenities that Del Mar residents view as priorities for inclusion in Shores Park in the future. It is clear from the survey results that residents have a strong interest in a park that is attractively landscaped, open, and supports passive uses in addition to select active uses.

The topic of desired amenities and improvements to Shores Park was approached in two different ways in the survey. The first simply asked respondents if there were any improvements they would like made to Shores Park and—if yes—to describe these changes in their own words. Approximately one quarter (26%) of respondents indicated that they could not think of an improvement they desired for Shores Park, and an additional 9% stated flatly that no improvements were needed or desired. Among the specific suggestions, providing a separate/dedicated dog park area and/or better hours for dog use at the Park was most common (17%), followed by a desire for beautification including more landscaping, trees and plants (12%), and additional benches and shaded seating areas (11%). At least five percent of respondents also expressed a desire for additional sports courts/athletic facilities (9%), fewer dogs/that dogs not be allowed in the Park (8%), improved parking and signage (7%), improved community center with more programs (6%), and additional playgrounds for all ages (6%).

Having captured respondents' top-of-mind ideas using *open-ended* questions, the survey next asked that they prioritize among 21 specific amenities that could be included in Shores Park under the master plan. Among the 21 amenities tested, Del Mar residents assigned the highest priority to a public restroom (87% high or medium priority), followed by passive recreation facilities including picnic tables, barbecues and shaded seating (74%), paths for walking and jogging (71%), quiet spaces for reading, resting and meditation (65%), childrens playground equipment (64%), special purpose rooms for dance, aerobics, yoga and recreation programs (63%), an outdoor fitness course for adults (61%), and general purpose rooms that can be used for meetings and classes (58%).

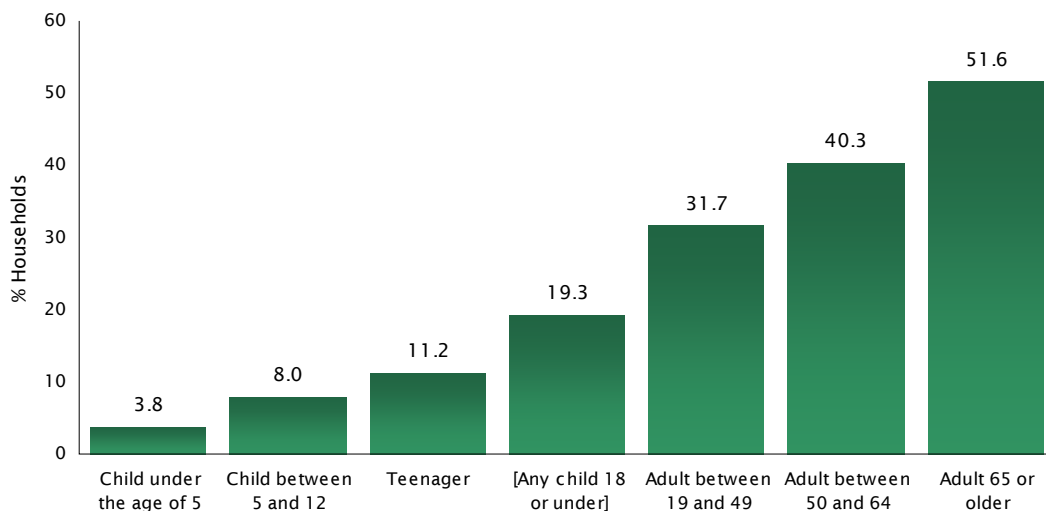
HOUSEHOLD PROFILE

Interest in specific recreation activities, facilities and amenities is often age-dependent. A household with young children is much more likely to express a need for playground equipment, for example, than a household that contains only adults. Seniors, meanwhile, are more likely to be interested in low-impact, passive recreation activities when compared to teenagers or young adults. Because the age-composition of a household can strongly shape the recreation interests and needs of its members, the initial question in the survey asked respondents to identify whether their household contains individuals in each of the age categories shown in Figure 1. This question was also used to ensure that respondents were asked only those questions that were appropriate for their household.¹

AGE COMPOSITION OF DEL MAR HOUSEHOLDS Figure 1 presents the age composition of Del Mar households, with the percentage in each bar reflecting the percentage of households that contained *at least* one individual in the specified age bracket. More than half of Del Mar households surveyed (52%) contained at least one senior, 40% included an adult between 50 and 64 years of age, whereas less than one-third (32%) contained an adult between 19 and 49 years of age. Reflecting the older demographic of the city, just 19% of participating Del Mar households indicated that they have a youth 18 years of age or younger in their household. Among all households surveyed, 11% reported having one or more teenagers under 19, 8% one or more children between five and 12 years of age, while 4% reported having at least one child under the age of five.²

Question 1 *Do you have _____ in your household?*

FIGURE 1 HOUSEHOLD PROFILE



1. Respondents who indicated their household did not include children or teenagers, for example, were not asked questions that focused on the interests of people in these age groups.
2. It should be noted that the resulting sample was strikingly similar to Census 2010 figures for the age composition of Del Mar households, indicating that the participation rate was balanced and not disproportionately high or low on a factor (age) that is strongly related to interest in recreation activities/amenities.

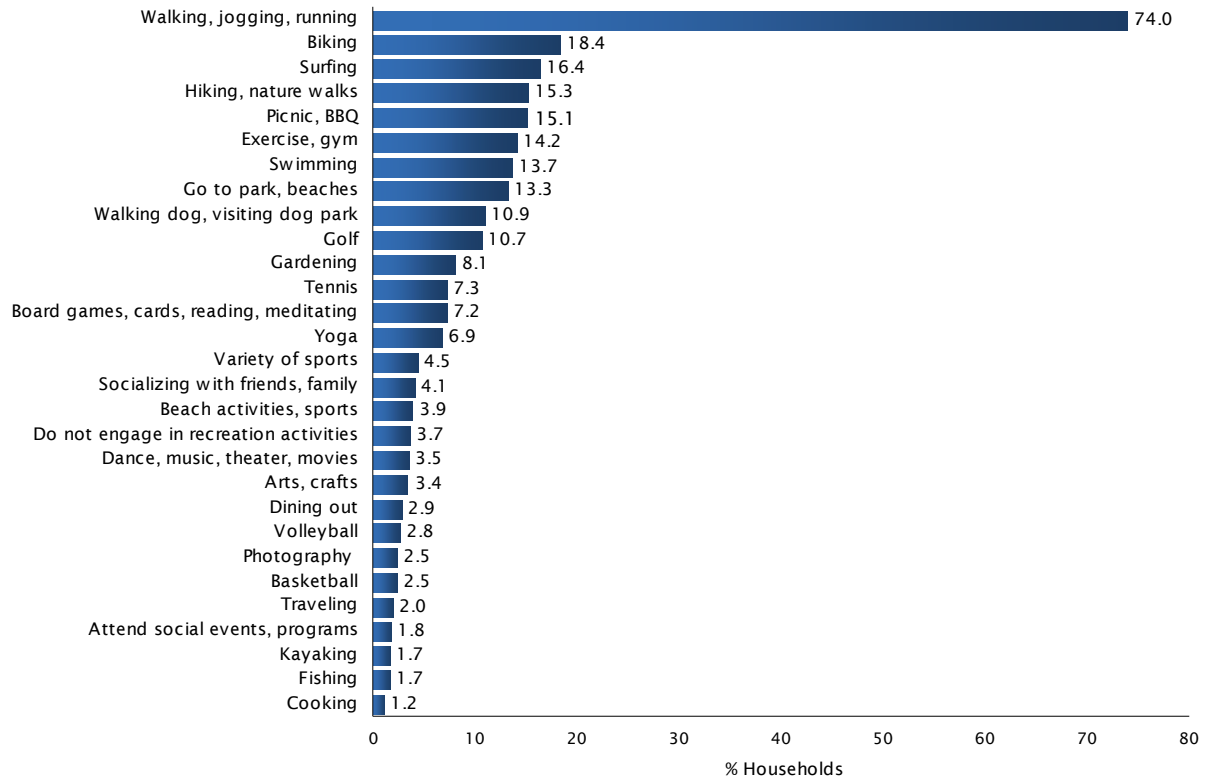
ADULT RECREATION ACTIVITIES

Operating from the philosophy that recreation *activities* create demand for specific recreation amenities and facilities, the survey opened by asking respondents to describe the recreation interests and activities engaged in by adult members of their household. Recreation was broadly defined for respondents to include play and exercise, as well as passive activities such as walking, jogging, hobbies and picnicking.

MOST FREQUENT ADULT RECREATION ACTIVITIES The initial question in this series asked respondents to describe the types of recreation activities engaged in most often by adult members of their household. Question 2 was presented in an open-ended manner, thereby allowing respondents to mention any activities that came to mind without being prompted by, or restricted to, a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 2. Because respondents were allowed to mention multiple activities, the percentages shown in the figure reflect the percentage of respondents who mentioned the specified activity.

Question 2 *Thinking of the adult members of your household, what recreation activities do the adults in your household engage in most often? By recreation, we mean play and exercise, as well as passive activities such as walking/jogging, hobbies, and picnicking.*

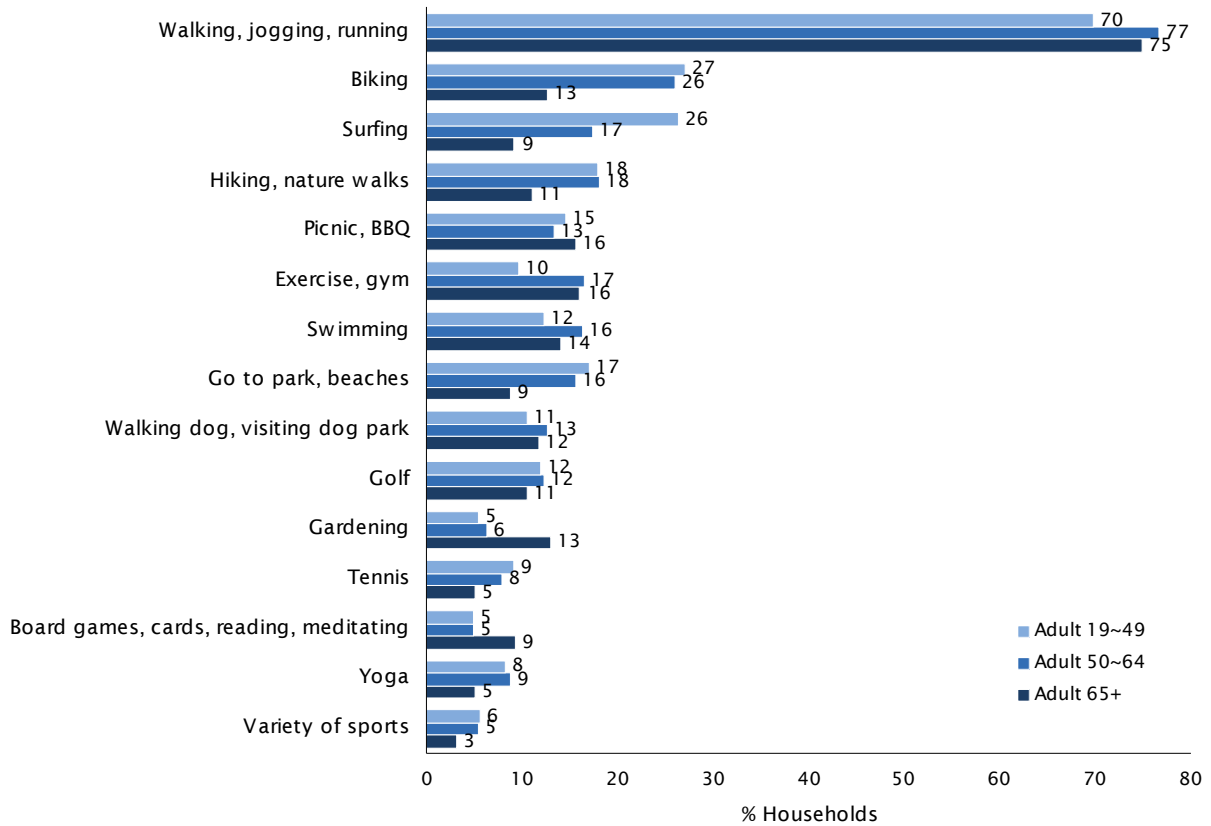
FIGURE 2 ADULT RECREATIONAL ACTIVITIES



Walking, jogging and running was by a large margin the most common recreation activity mentioned in response to Question 2, being offered by 74% of respondents. Other commonly reported adult recreation activities included biking (18%), surfing (16%), hiking and nature walks (15%), picnics/BBQs (15%), exercise/gym (14%), swimming (14%), going to a park/beaches (13%), walking dog/visiting dog park (11%), and golf (11%). Just 4% of Del Mar households indicated that the adult members of their household do not engage in recreation activities.

For the interested reader, Figure 3 shows how the most frequently reported adult recreation activities varied among Del Mar households according to whether they included at least one adult in the 19-49, 50-64, and 65+ age categories.

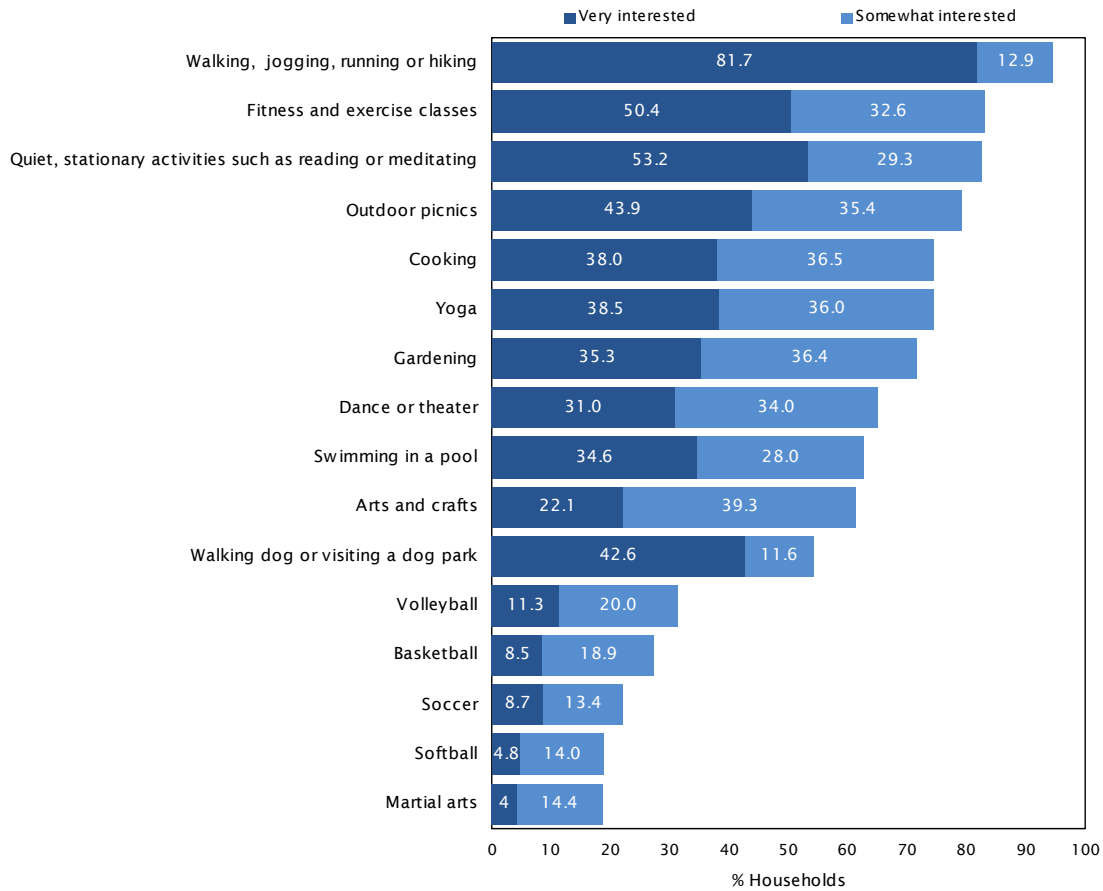
FIGURE 3 ADULT RECREATIONAL ACTIVITIES BY AGE OF ADULTS IN HSLD



INTEREST IN ADULT RECREATION ACTIVITIES Whereas Question 2 asked respondents to report the types of activities engaged in most often by adult members of their household, Question 3 inquired as to the level of *interest* adult members of their household would have in each of the activities shown on the left of Figure 4. The order in which the activities were presented was randomized for each respondent to avoid a systematic position-order bias, although they are sorted from high to low in Figure 4 based on the percentage of households that stated they were *at least* somewhat interested in the activity.

Question 3 Next, I'm going to read a short list of recreation activities. For each that I read, please indicate whether one or more of the adults in your household would be very interested or somewhat interested in participating in the activity. If no adult in your household would be interested in participating in the activity, just say so.

FIGURE 4 INTEREST IN ADULT RECREATIONAL ACTIVITIES



Among the 16 adult recreation activities tested, Del Mar households expressed the greatest interest in walking, jogging, running or hiking (95%), followed by fitness and exercise classes (83%), quiet stationary activities such as reading or meditating (83%), outdoor picnics (79%), cooking (75%), yoga (75%), and gardening (72%). Other adult recreation activities of interest to at least half of Del Mar households included dance or theater (65%), swimming in a pool (63%), arts and crafts (61%), and walking a dog/visiting a dog park (54%). At the other end of the spectrum, less than one-third of Del Mar households expressed interest in adult volleyball (31%), basketball (27%), soccer (22%), softball (19%), or martial arts (18%).

Tables 1-3 on the next page show how interest in each of the adult recreation activities tested in Question 3 varied according to the age composition of adults in the household, whether the household contained one or more youth, the frequency with which the household typically visits the parks, open space areas, and/or recreation facilities in Del Mar, as well as the frequency with which they visit Shores Park. To ease comparisons, the five activities that had the highest level of interest are highlighted in green for each subgroup.

TABLE 1 INTEREST IN ADULT RECREATIONAL ACTIVITIES BY HSLD MEMBERS (SHOWING% VERY INTERESTED)

	HslD Members (Q1)				
	Adult in HslD 19~49	Adult in HslD 50~64	Adult in HslD 65+	Child in HslD	No Child in HslD
Walking, jogging, running or hiking	90	85	75	93	79
Quiet, stationary activities such as reading or meditating	52	48	57	52	54
Fitness and exercise classes	55	55	47	61	49
Out door picnics	54	42	40	59	41
Walking dog or visiting a dog park	55	51	36	47	42
Yoga	46	43	31	53	35
Cooking	48	38	35	40	38
Gardening	28	36	41	30	37
Swimming in a pool	47	32	27	58	29
Dance or theater	30	33	31	36	30
Arts and crafts	26	22	21	27	21
Volleyball	20	15	7	24	8
Soccer	17	9	6	21	5
Basketball	15	11	4	23	4
Softball	11	5	2	10	4
Martial arts	10	3	2	8	4

TABLE 2 INTEREST IN ADULT RECREATIONAL ACTIVITIES BY FREQUENCY OF HSLD PARK, OPEN SPACE VISITS (SHOWING % VERY INTERESTED)

	Frequency of HslD Park, Open Space Visits (Q7)				
	At least 1x /wk	2-3x /mo	1x /mo	<1x /mo	Not in past 12 mo
Walking, jogging, running or hiking	87	85	81	56	61
Quiet, stationary activities such as reading or meditating	57	55	49	47	23
Fitness and exercise classes	55	55	50	26	36
Outdoor picnics	52	33	32	30	30
Walking dog or visiting a dog park	52	33	39	9	32
Yoga	43	35	26	34	31
Cooking	43	36	25	25	25
Gardening	36	49	36	12	17
Swimming in a pool	36	46	33	10	26
Dance or theater	32	35	37	15	21
Arts and crafts	23	28	19	17	11
Volleyball	13	7	4	14	9
Soccer	10	7	4	9	11
Basketball	10	9	3	7	0
Softball	6	4	3	4	4
Martial arts	5	6	3	4	0

FIGURE 5 INTEREST IN ADULT RECREATIONAL ACTIVITIES BY FREQUENCY OF SHORES PARK VISITS (SHOWING % VERY INTERESTED)

	Frequency of Shores Park Visits (Q14)				
	At least 1x /wk	2-3x /mo	1x /mo	<1x /mo	Not in past 12 mo
Walking, jogging, running or hiking	91	85	77	83	75
Quiet, stationary activities such as reading or meditating	64	58	55	50	46
Fitness and exercise classes	55	57	47	55	44
Outdoor picnics	66	48	38	37	35
Walking dog or visiting a dog park	62	59	41	42	28
Yoga	42	51	34	43	33
Cooking	42	34	41	34	39
Gardening	38	38	36	38	32
Swimming in a pool	39	45	30	34	31
Dance or theater	34	44	28	27	28
Arts and crafts	25	26	19	23	20
Volleyball	10	7	25	14	9
Soccer	9	15	19	8	5
Basketball	10	7	15	8	7
Softball	9	0	4	3	4
Martial arts	6	6	9	1	4

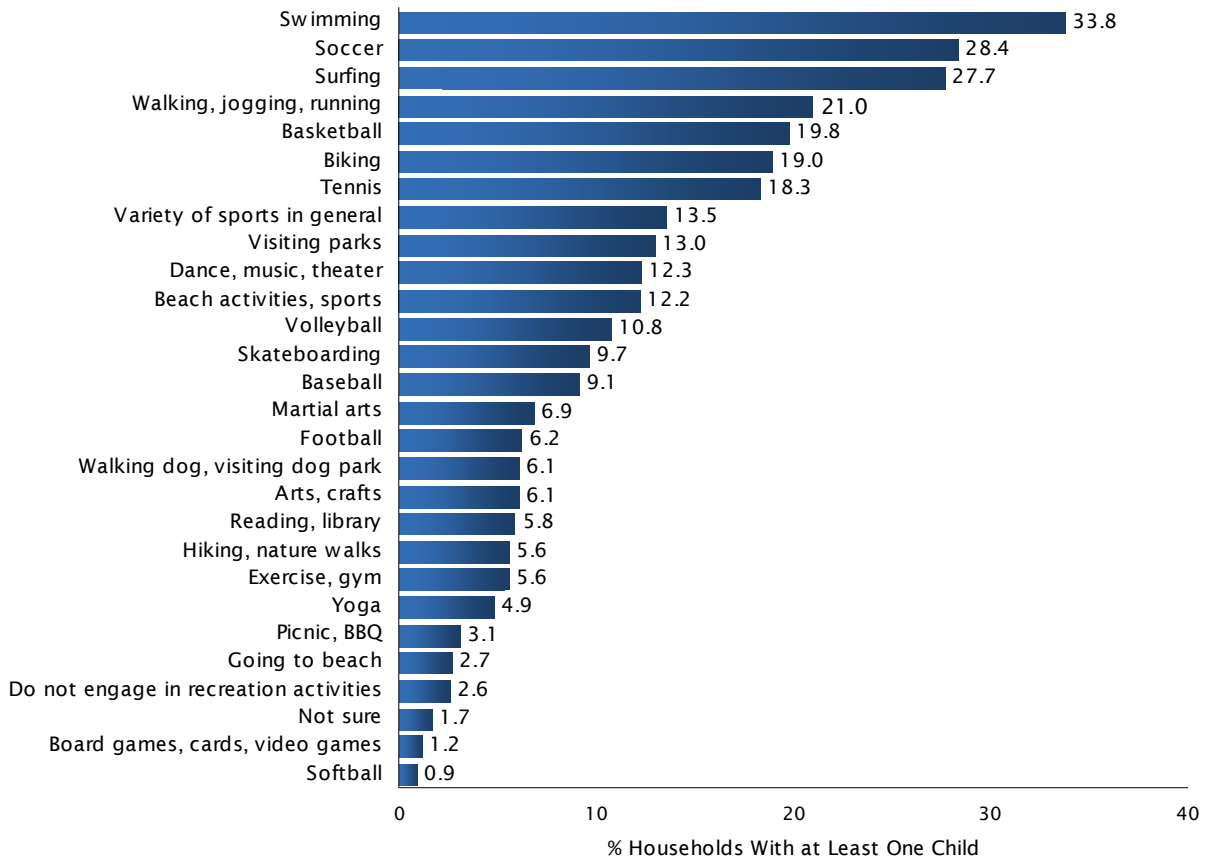
YOUTH RECREATION ACTIVITIES

In a manner similar to that described previously for adult recreation activities (see *Adult Recreation Activities* on page 7), the 19% of Del Mar households that reported having one or more youth under the age of 19 were asked to describe the recreation interests and activities engaged in by the children and/or teenagers in their household.

MOST FREQUENT YOUTH RECREATION ACTIVITIES Households with children and/or teenagers were first asked to describe the types of recreation activities engaged in most often by the youth in their household. Question 4 was presented in an open-ended manner, which allowed respondents the freedom to mention any activities that came to mind without being prompted by, or restricted to, a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 6. Because respondents were allowed to mention multiple activities, the percentages shown in the figure reflect the percentage of respondents who mentioned the specified activity.

Question 4 *Thinking of the children and/or teenagers in your household, what recreation activities do they engage in most often?*

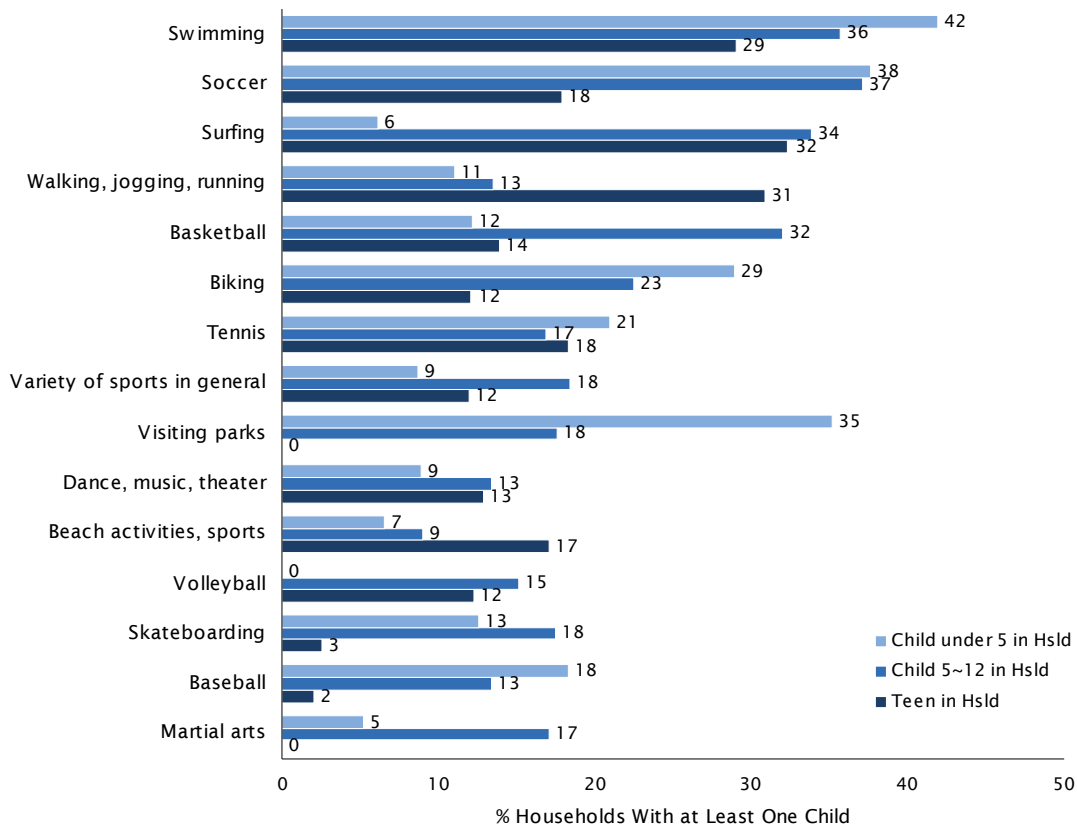
FIGURE 6 CHILD/TEEN RECREATIONAL ACTIVITIES



Swimming was the most frequently cited recreation activity engaged in by Del Mar youth, being mentioned by 34% of households with one or more members under the age of 19. Other commonly reported youth recreation activities included soccer (28%), surfing (28%), walking, jogging or running (21%), basketball (20%), biking (19%), and tennis (18%).

Figure 7 shows how the most frequently reported youth recreation activities varied among Del Mar households according to whether they included at least one youth in the 0-4, 5-12, and 13-18 age categories.

FIGURE 7 TOP CHILD/TEEN RECREATION ACTIVITIES BY CHILDREN IN HSLD



INTEREST IN YOUTH RECREATION ACTIVITIES Having measured the types of activities engaged in most often by Del Mar youth, Question 5 inquired as to the level of *interest* youth members of the respondent’s household would have in each of the activities shown on the left of Figure 8. The activities are sorted from high to low in the figure based on the percentage of households that stated they were *at least* somewhat interested in the activity.

Interest in youth recreation activities varied widely, from a low of 34% for softball to a high of 89% for walking, jogging, running or hiking. The recreation activities with the greatest level of interest among Del Mar youth were walking, jogging, running or hiking (89%), swimming in a pool (88%), dance or theater (68%), arts and crafts (66%), volleyball (66%), basketball (65%), fitness and exercise classes (61%), soccer (58%), yoga (55%), skateboarding (55%), and walking dog/visiting a dog park (54%).

Question 5 Next, I'm going to read a short list of recreation activities. For each that I read, please indicate whether one or more of the children or teenagers in your household would be very interested or somewhat interested in participating in the activity. If no child or teenager in your household would be interested in participating in the activity, just say so.

FIGURE 8 INTEREST IN CHILD/TEEN ACTIVITIES

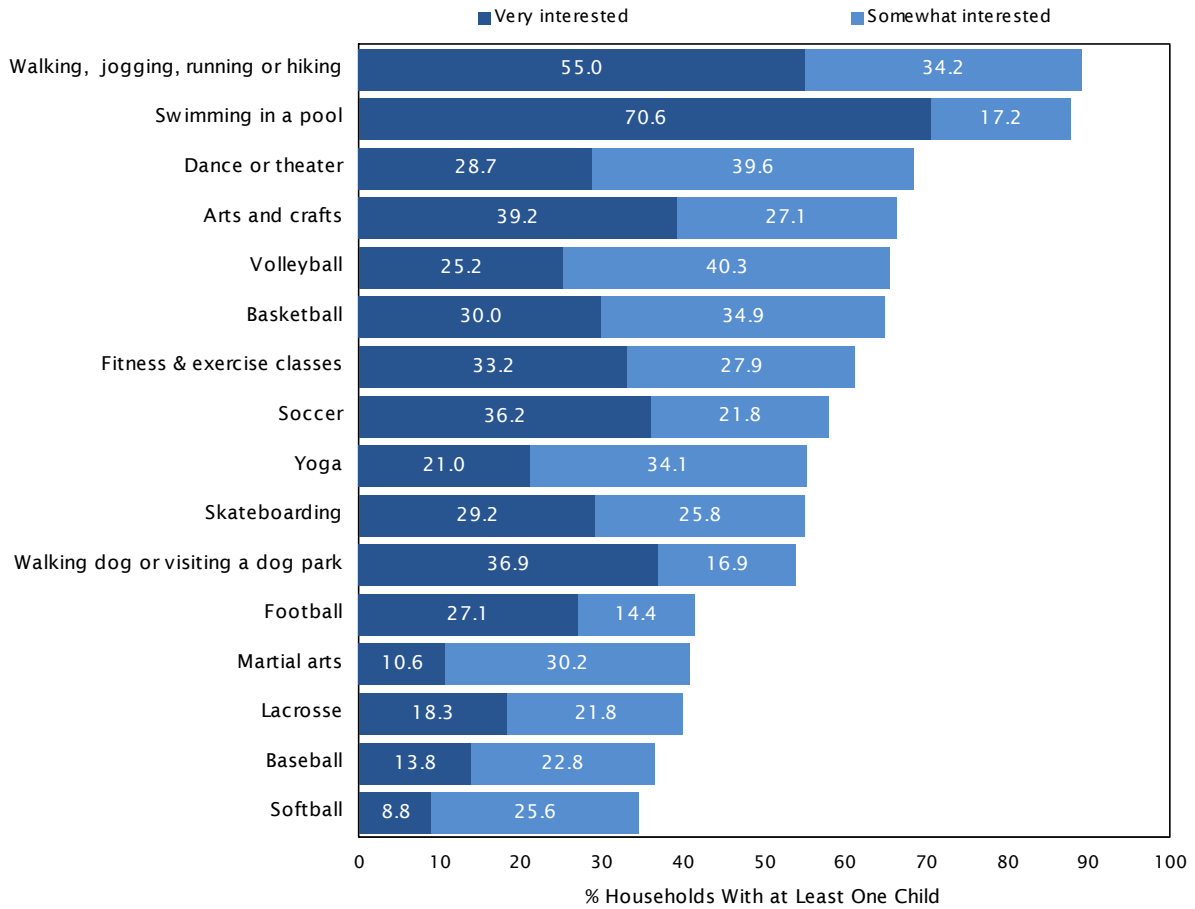


Table 3 on the next page shows how interest in each of the youth recreation activities tested in Question 5 varied according to the age composition of youth in the household. To ease comparisons, the five activities that had the highest level of interest are highlighted in green for each subgroup.

TABLE 3 INTEREST IN CHILD/TEEN ACTIVITIES BY HSLD MEMBERS (SHOWING % VERY INTERESTED)

	HslD Members (Q1)		
	Child under 5 in HslD	Child 5~12 in HslD	Teen in HslD
Swimming in a pool	75	82	60
Walking, jogging, running or hiking	63	51	60
Arts and crafts	56	58	27
Walking dog or visiting a dog park	33	28	43
Soccer	64	52	29
Fitness & exercise classes	21	21	48
Basketball	41	45	28
Skateboarding	33	50	23
Dance or theater	29	26	27
Football	45	33	25
Volleyball	33	22	29
Yoga	15	14	31
Lacrosse	24	22	18
Baseball	51	21	5
Martial arts	22	25	5
Soft ball	27	14	7

PARK VISITATION & GENERAL PERCEPTIONS

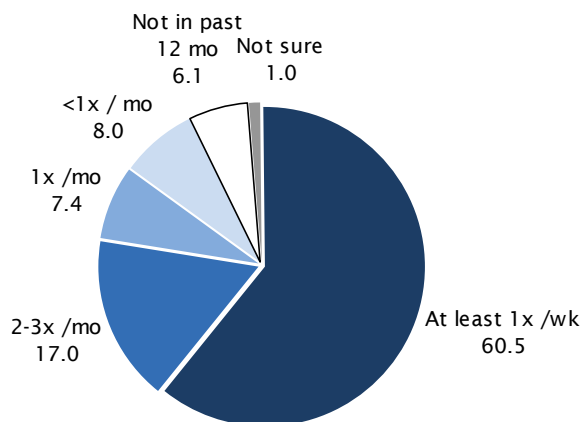
Having measured the recreation activities of interest to Del Mar residents, the survey transitioned to measuring residents' use of Del Mar parks and open space areas *in general*, profiling their opinions about how well these existing resources meet their household's recreation needs, and exploring their ideas for how parks and open space areas in the city could be improved. The questions in this section were purposely broad, applying to all parks and open space areas in the City of Del Mar with the exception of local beaches. Questions specific to Shores Park followed these general questions and are detailed in the next section of this report (see *Shores Park* on page 25).

FREQUENCY OF USE Questions 6 and 7 were designed to measure household use of Del Mar's parks and open space areas. Respondents were asked whether one or more members of their household had visited a Del Mar park or open space area in the 12 months prior to the interview and—if yes—how frequently their household typically visits these resources in Del Mar. The answers to both of these questions are combined in Figure 9.

Question 6 *Not including local beaches, have you or anyone else in your household visited a city park or open space area in Del Mar during the past 12 months?*

Question 7 *How frequently do you or other members of your household typically visit the parks or open space areas in Del Mar? At least once per week, two to three times per month, once per month, or less often than once per month?*

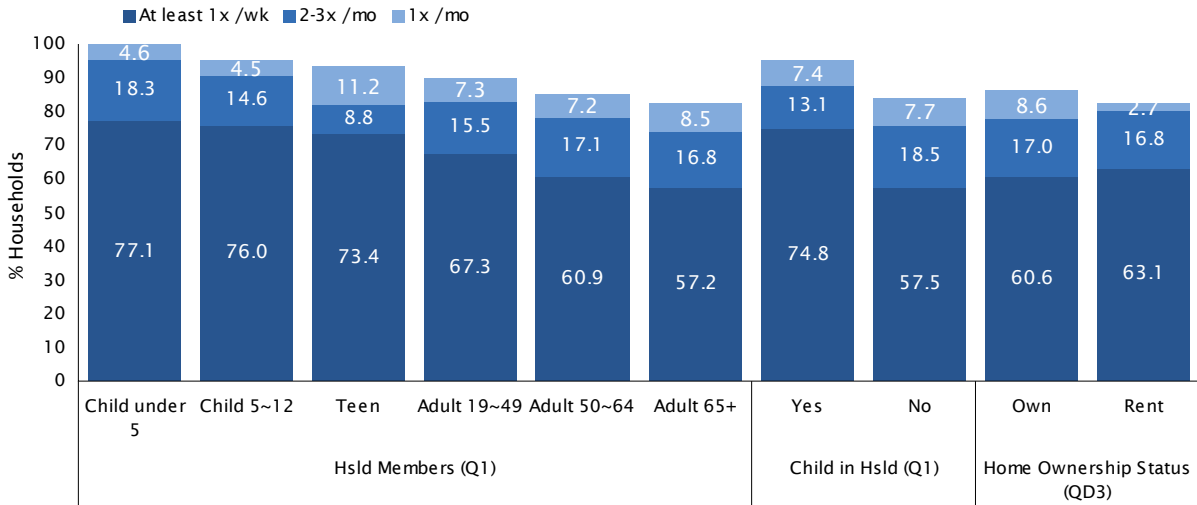
FIGURE 9 FREQUENCY OF PARK, OPEN SPACE VISITS



Overall, more than nine-in-ten respondents (93%) reported that at least one member of their household had visited a park and/or open space area in Del Mar during the 12 months prior to the interview. With respect to *frequency* of visits, 61% reported that their household visits a park or open space area in Del Mar at least once per week, 17% indicated they do so two to three times per month, 7% visit once per month, whereas 8% indicated that they visit a Del Mar park or open space area less often than once per month.

For the interested reader, Figure 10 shows how frequency of visiting a Del Mar park or open space area varied according to the age composition of the household, whether they have at least one child or teenager in the home, and home ownership status.

FIGURE 10 FREQUENCY OF PARK, OPEN SPACE VISITS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS



RATING OF DEL MAR PARKS All respondents (regardless of frequency of visitation) were next asked to rate the safety, appearance, and overall quality of Del Mar’s parks, as well as the variety of amenities available in the parks, using a five-point scale of excellent, good, fair, poor, or very poor. As shown in Figure 11, Del Mar’s parks received high marks for safety (93% excellent or good), appearance (89%), and overall quality (85%). With respect to the variety of amenities available in Del Mar’s parks, however, residents provided much more modest ratings (56%). For the interested reader, Figures 12-22 on the following pages illustrate how opinions about Del Mar’s parks on each of these performance dimensions varied across resident subgroups.

Question 8 *In general, how do you rate the:_____ Del Mar's parks? Would you say it is excellent, good, fair, poor or very poor?*

FIGURE 11 RATING ASPECTS OF DEL MAR PARKS

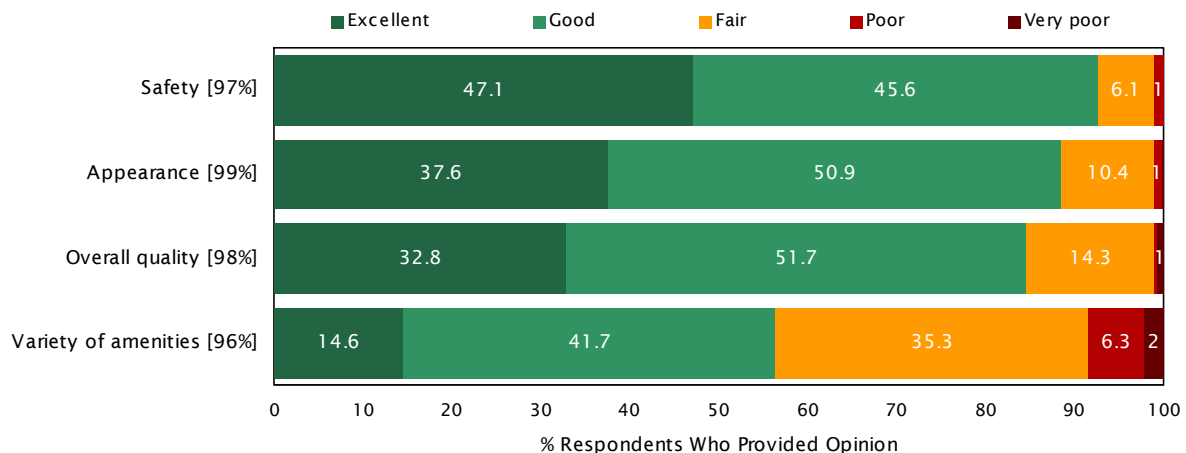


FIGURE 12 RATING SAFETY OF DEL MAR PARKS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS

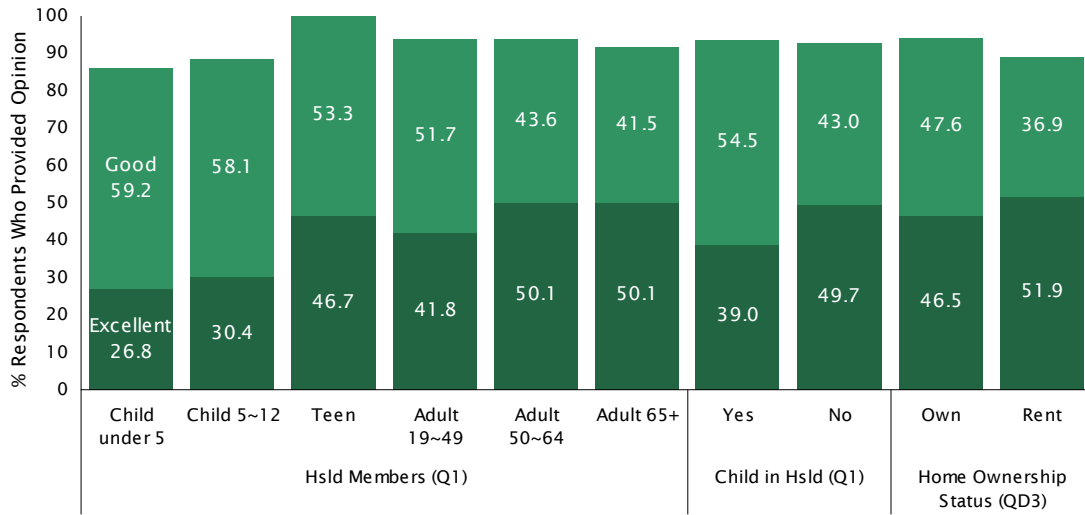


FIGURE 13 RATING SAFETY OF DEL MAR PARKS BY FREQUENCY OF PARK, OPEN SPACE VISITS & CHILD SPORTS PARTICIPATION

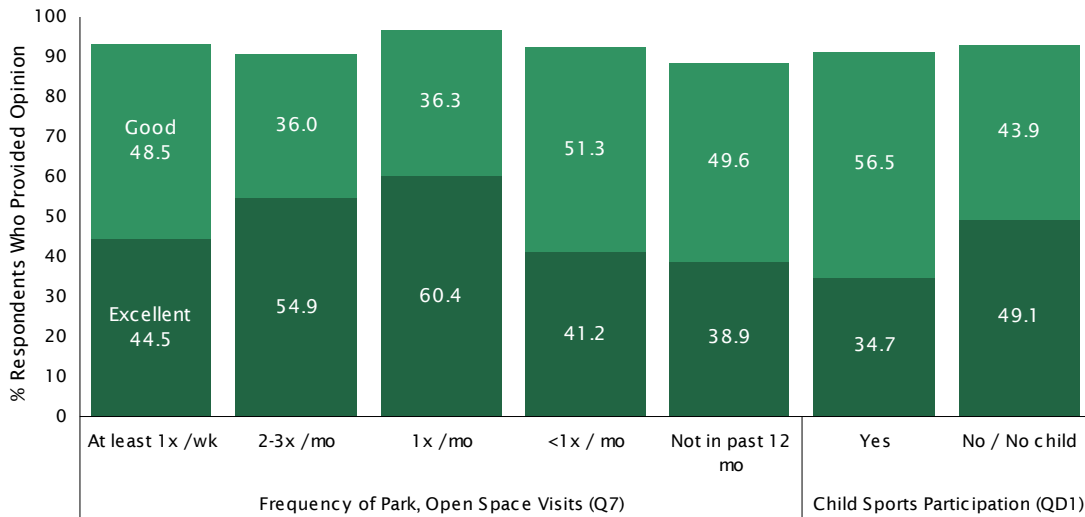


FIGURE 14 RATING APPEARANCE OF DEL MAR PARKS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS

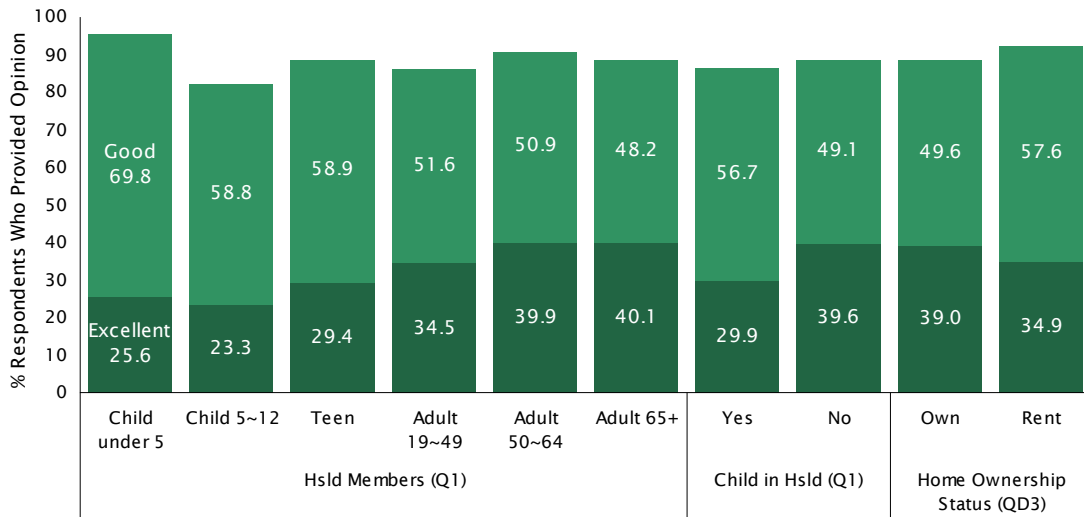


FIGURE 15 RATING APPEARANCE OF DEL MAR PARKS BY FREQUENCY OF PARK, OPEN SPACE VISITS & CHILD SPORTS PARTICIPATION

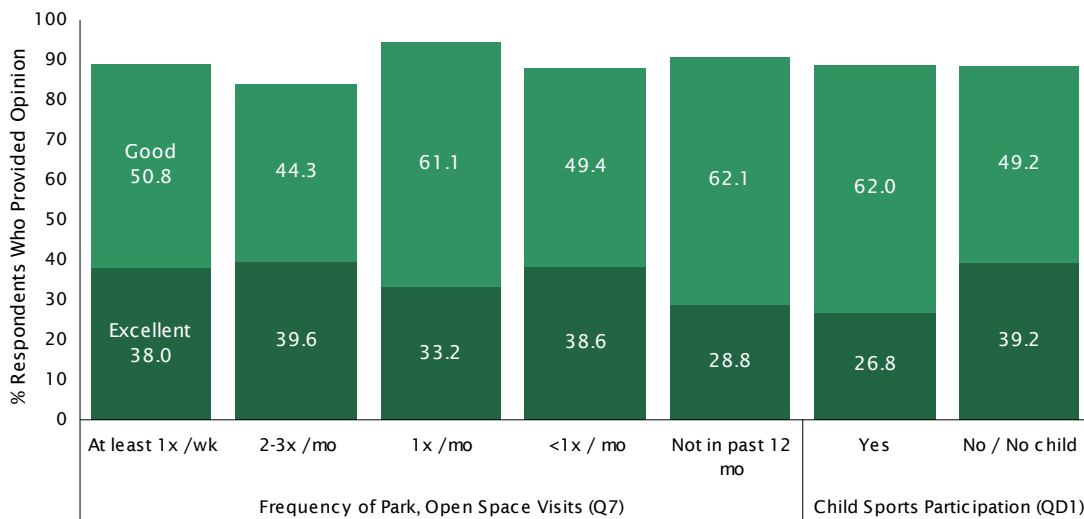


FIGURE 16 RATING OVERALL QUALITY OF DEL MAR PARKS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS

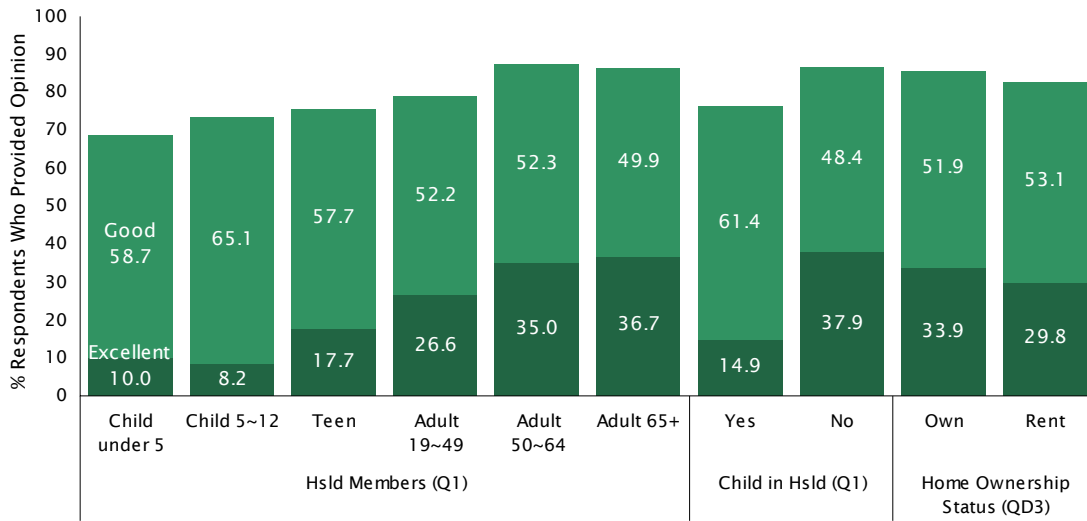


FIGURE 17 RATING OVERALL QUALITY OF DEL MAR PARKS BY FREQUENCY OF PARKS, OPEN SPACE VISITS & CHILD SPORTS PARTICIPATION

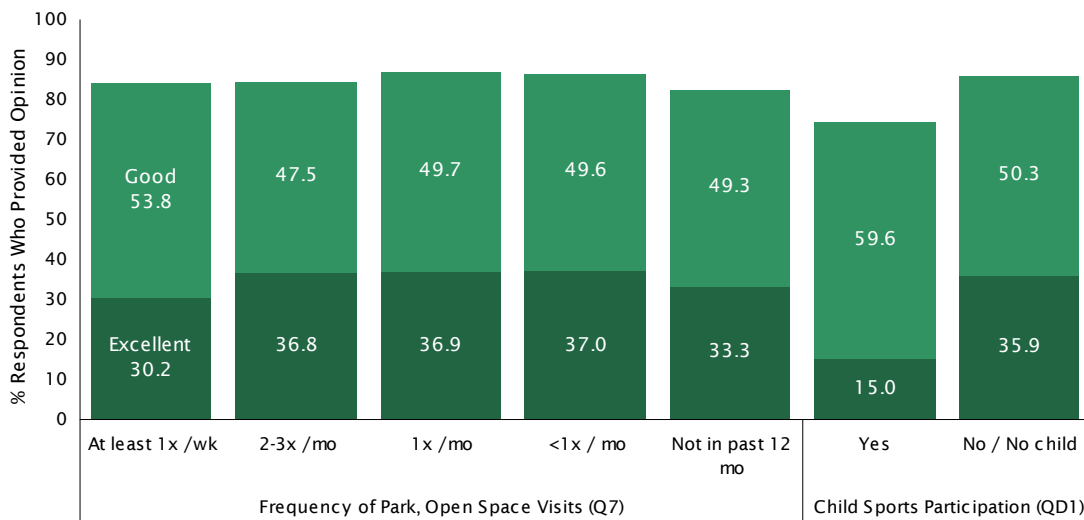


FIGURE 18 RATING VARIETY OF AMENITIES AT DEL MAR PARKS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS

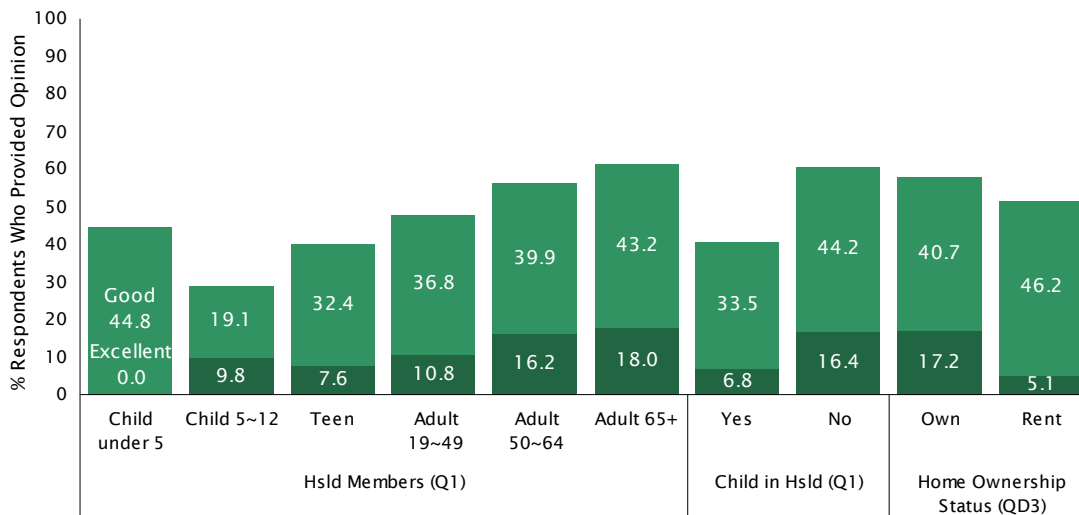
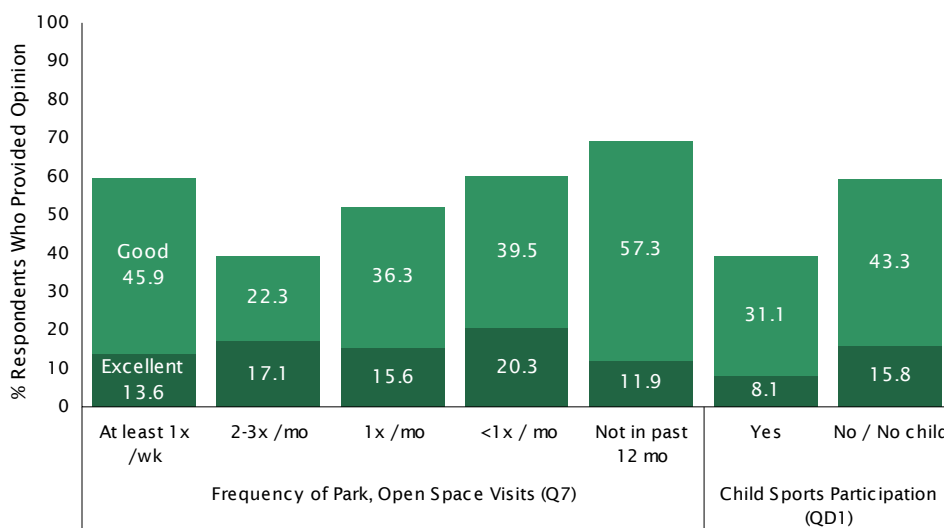


FIGURE 19 RATING VARIETY OF AMENITIES AT DEL MAR PARKS BY FREQUENCY OF PARKS, OPEN SPACE VISITS & CHILD SPORTS PARTICIPATION



HOW WELL ARE YOUR NEEDS BEING MET? The next question in this series asked residents to rate how well the existing parks and recreation facilities in Del Mar perform in meeting their household’s recreation needs using the scale of excellent, good, fair, poor or very poor. As shown in Figure 20 on the next page, most residents gave a positive assessment in response to Question 9, with 18% providing a rating of excellent and 45% providing a rating of good. An additional 27% indicated that the parks and recreation facilities in Del Mar do a fair job of meeting their household’s recreation needs. Overall, approximately 8% used poor or very poor to describe how well their needs are being met by the existing inventory, and 3% were unsure.

Figures 21 and 22 display how respondents varied in their assessments of how well Del Mar’s existing parks and recreation facilities are meeting the recreation needs of their households. As shown in the figures, households with children and/or teenagers were far less apt than their counterparts to indicate that the existing parks and recreation facilities in Del Mar are doing an excellent or good job of meeting their recreation needs.

Question 9 *Take a moment to think about your household's recreation needs. Do the existing parks and recreation facilities in Del Mar do an excellent, good, fair, poor or very poor job of meeting your household's recreation needs?*

FIGURE 20 OVERALL PARKS, REC FACILITIES RATING

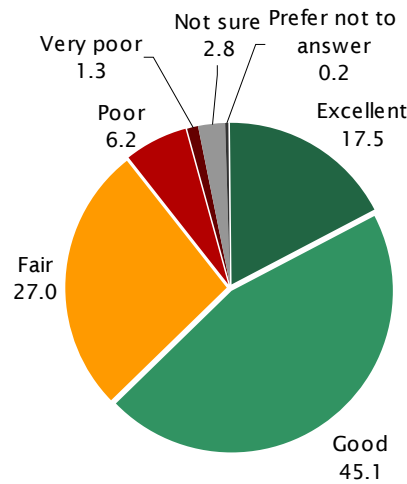
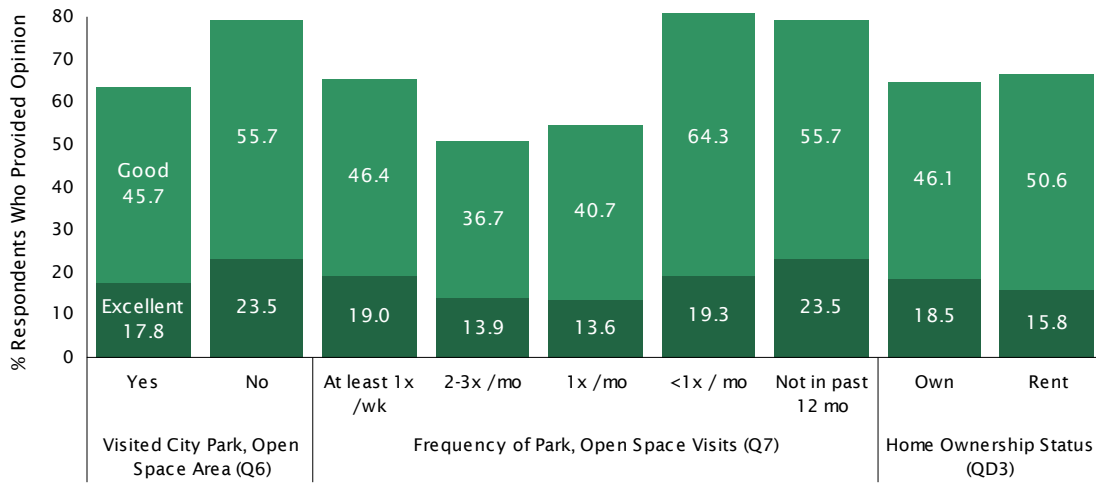


FIGURE 21 OVERALL PARKS, REC FACILITIES RATING BY HSLD MEMBERS & CHILD IN HSLD



FIGURE 22 OVERALL PARKS, REC FACILITIES RATING BY VISITED CITY PARK, OPEN SPACE AREA, FREQUENCY OF PARK, OPEN SPACE VISITS & HOME OWNERSHIP STATUS



DESIRED PARK & OPEN SPACE IMPROVEMENTS Respondents were next asked if there are any improvements they would like made to parks and/or open space areas in Del Mar. Two-thirds of all respondents (67%) answered Question 12 in the affirmative (Figure 23). Moreover, as shown in Figures 24 and 25, some respondents were substantially more likely than others to perceive a need for improvements—most notably households with youth, those who had visited a park or open space area in Del Mar in the 12 months prior to the interview, and high frequency visitors.

Question 10 *Thinking of parks and open space areas in Del Mar, are there any improvements that you would like to see?*

FIGURE 23 DESIRE PARK, OPEN SPACE AREAS IMPROVEMENTS

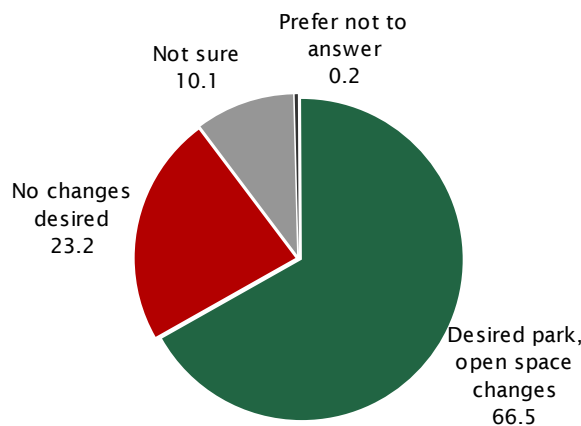


FIGURE 24 DESIRE PARK, OPEN SPACE AREAS IMPROVEMENTS BY HSLD MEMBERS & CHILD IN HSLD

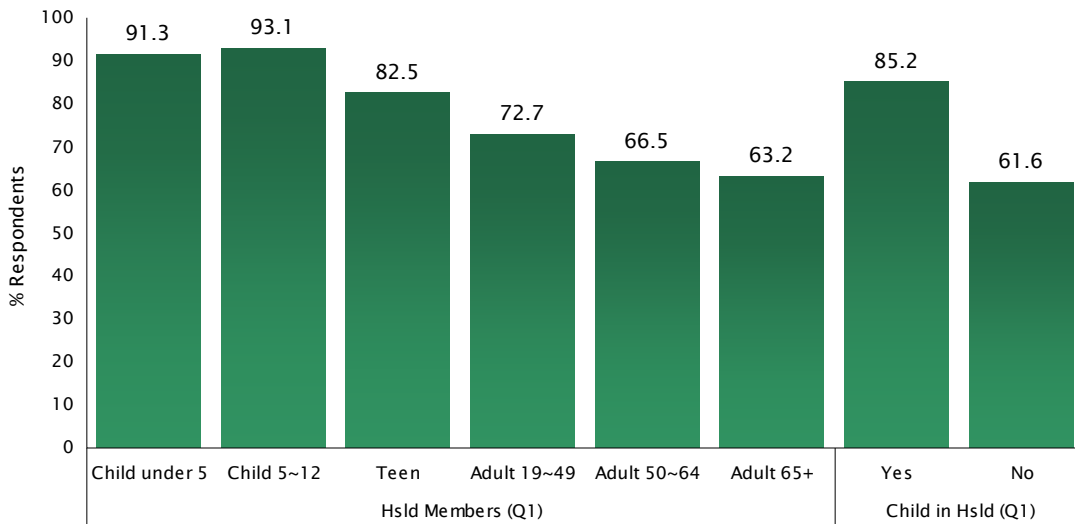
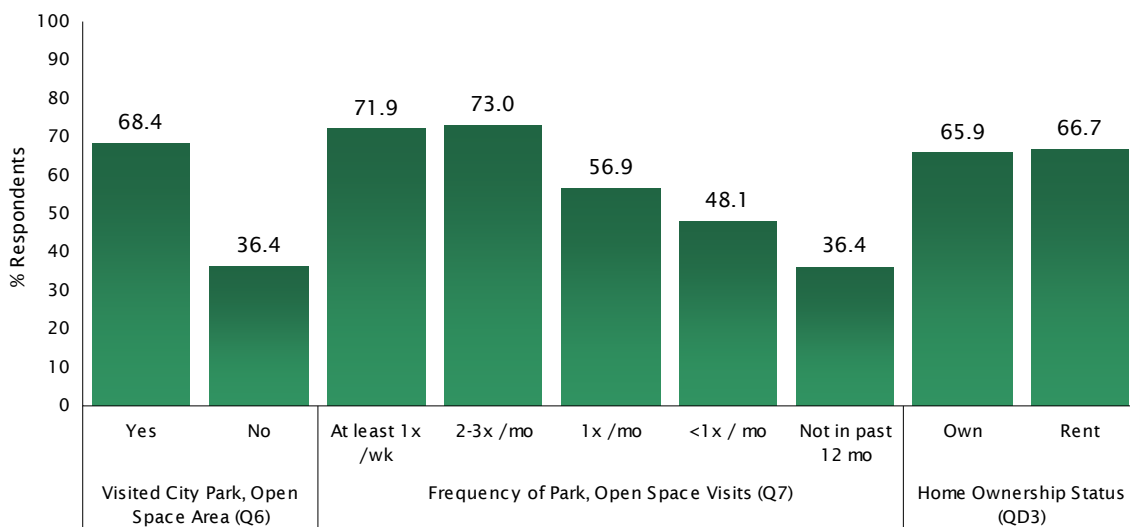


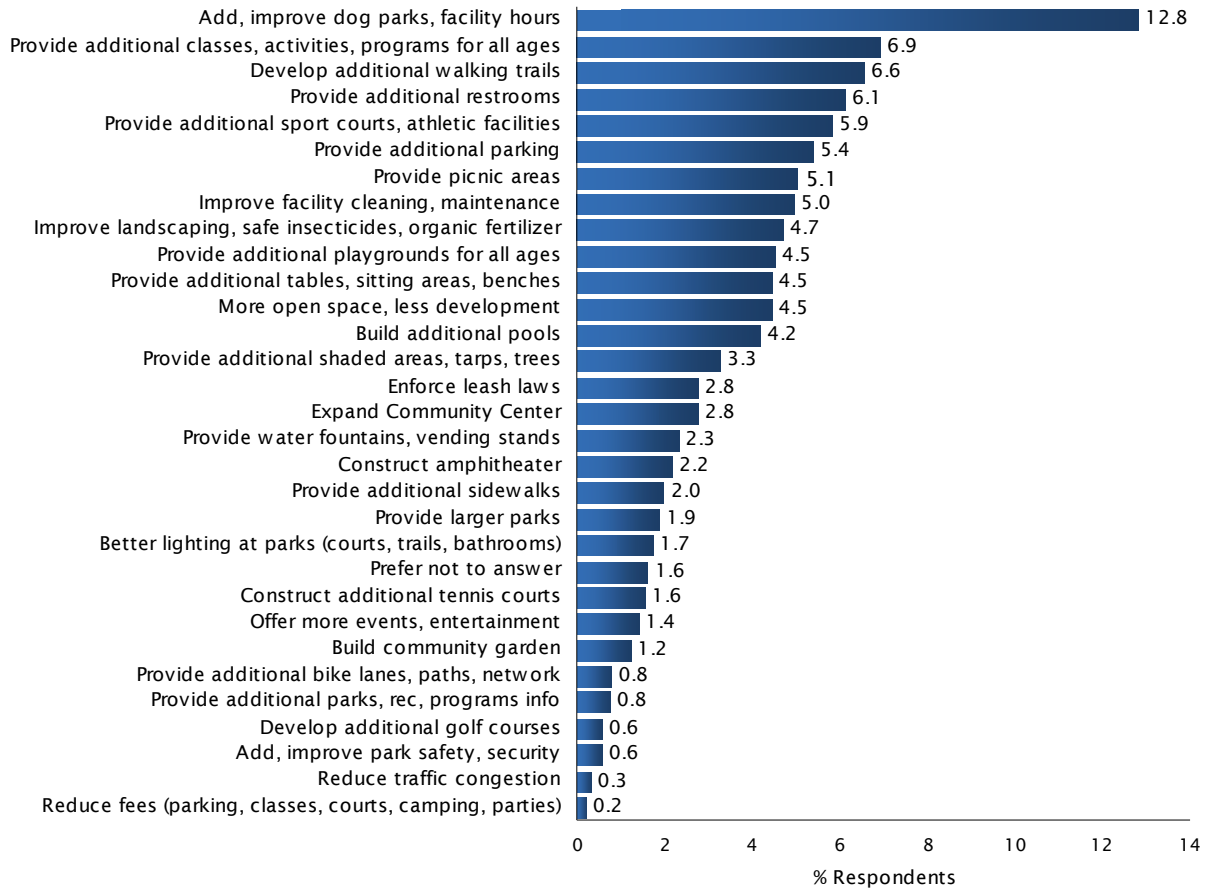
FIGURE 25 DESIRE PARK, OPEN SPACE AREAS IMPROVEMENT BY VISITED CITY PARK, OPEN SPACE AREA, FREQUENCY OF PARK, OPEN SPACE VISITS & HOME OWNERSHIP STATUS



SPECIFIC IMPROVEMENTS DESIRED Respondents who indicated that they desired improvements to parks and open space areas in Del Mar were next asked to briefly describe the improvements they most want. Question 11 was posed in an open-ended manner, thereby allowing respondents the opportunity to mention any changes that came to mind without being prompted by—or restricted to—a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 26. The percentage results shown in the figure have been calculated to represent the percentage of *all* respondents who suggested a particular change.

Question 11 Please briefly describe the improvements you would most want to see in Del Mar's parks and open space areas.

FIGURE 26 PARK, OPEN SPACE AREAS IMPROVEMENTS DESIRED



The improvement suggested most often in response to Question 11 was adding or improving dog parks/expanding hours for dog parks (13%), followed by providing additional classes, activities and programs for people of all ages (7%), walking trails (7%), restrooms (6%), sports courts/athletic facilities (6%), parking (5%), and picnic areas (5%).

SHORES PARK

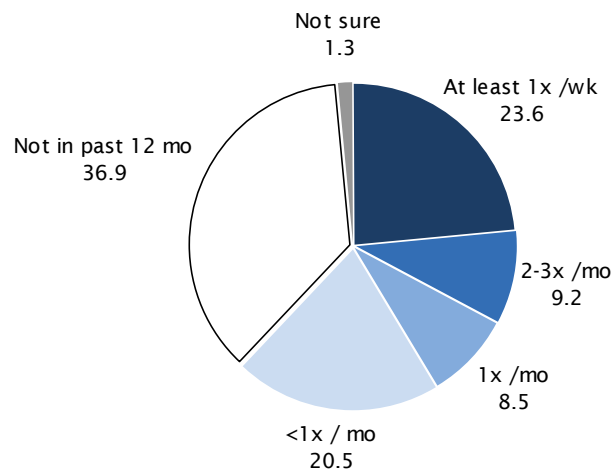
Whereas the questions in the prior section explored residents' use and opinions of Del Mar's parks and open space areas *in general*, at this point the survey narrowed to focus on Shores Park in particular. In addition to measuring prior visitation to Shores Park, reasons for not visiting the park (where applicable), and familiarity with the park, the survey explored the specific improvements residents most desire at this site and identified which amenities they feel should be priorities for inclusion in the Shores Park master plan.

FREQUENCY OF SHORES PARK VISIT Questions 12 and 14 were designed to measure household use of Shores Park. Respondents were asked whether one or more members of their household had visited Shores Park in the 12 months prior to the interview and—if yes—how frequently their household typically visits the park. The answers to both of these questions are combined in Figure 27.

Question 12 *Have you or anyone else in your household visited Shores Park in Del Mar during the past 12 months?*

Question 14 *How frequently do you or other members of your household typically visit Shores Park? At least once per week, two to three times per month, once per month, or less often than once per month?*

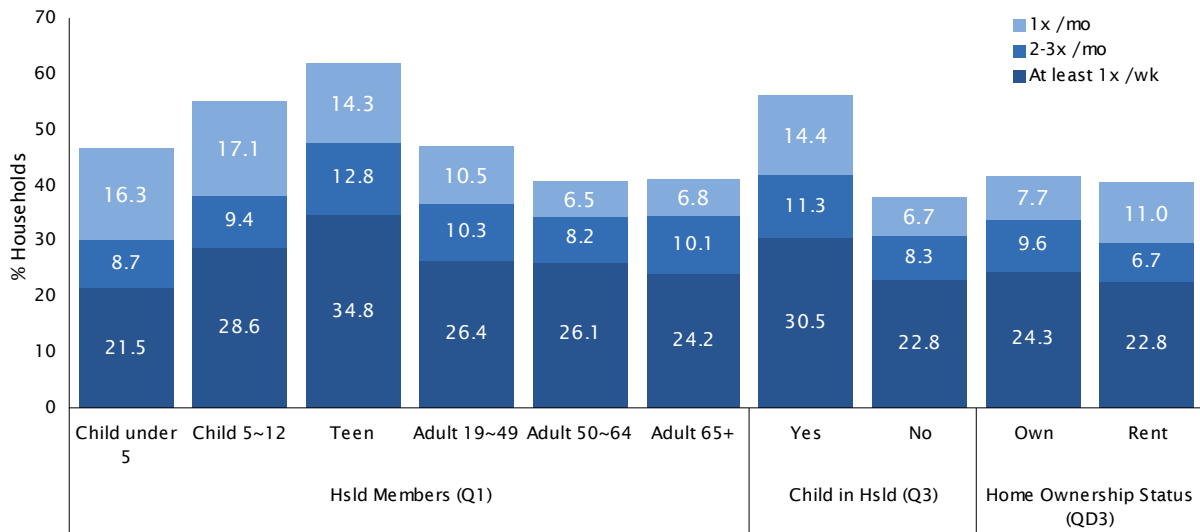
FIGURE 27 FREQUENCY OF SHORES PARK VISITS



Overall, more than half of respondents (62%) reported that at least one member of their household had visited Shores Park during the 12 months prior to the interview. With respect to *frequency* of visits, 24% reported that their household visits Shores Park at least once per week, 9% indicated they do so two to three times per month, 9% visit once per month, whereas 21% indicated that they visit Shores Park less often than once per month.

For the interested reader, Figure 28 on the next page shows how frequency of visiting Shores Park varied according to the age composition of the household, whether they have at least one child or teenager in the home, and home ownership status.

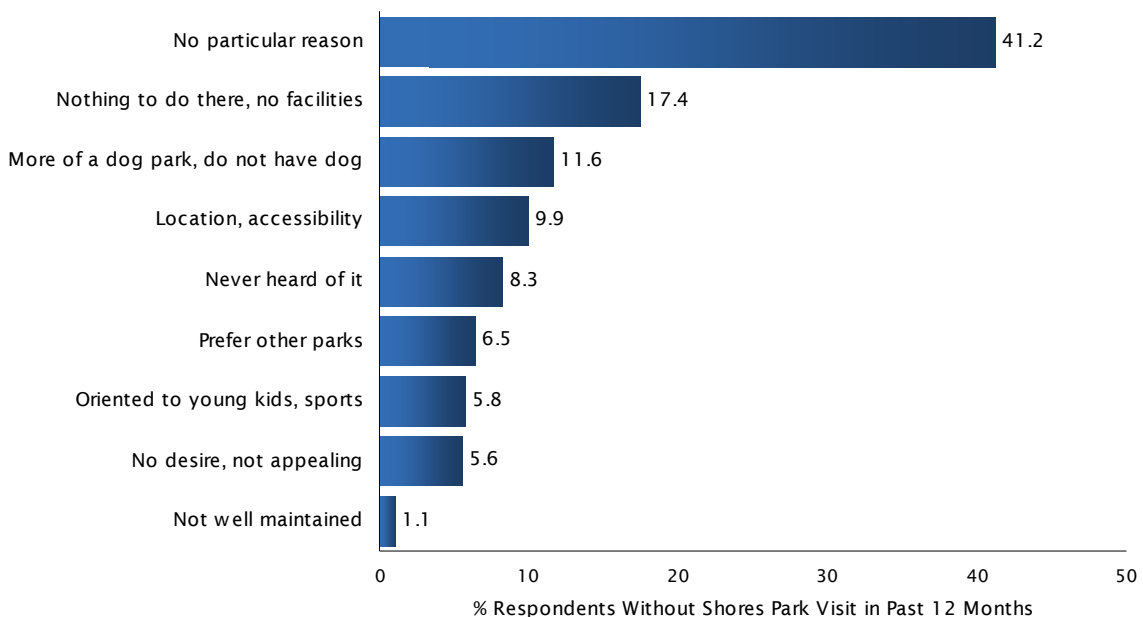
FIGURE 28 FREQUENCY OF SHORES PARK VISITS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS



REASONS FOR NOT VISITING Just over one-third of Del Mar households (37%) indicated that no member of their household had visited Shores Park in the 12 months prior to the interview. For respondents in this subgroup, the survey inquired as to whether there was a particular reason for their behavior. Question 13 was asked in an open-ended manner to allow respondents the opportunity to mention any reason that came to mind without prompting or restriction. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 29.

Question 13 *Is there a particular reason that your household hasn't regularly visited Shores Park?*

FIGURE 29 REASONS FOR NOT VISITING SHORES PARK

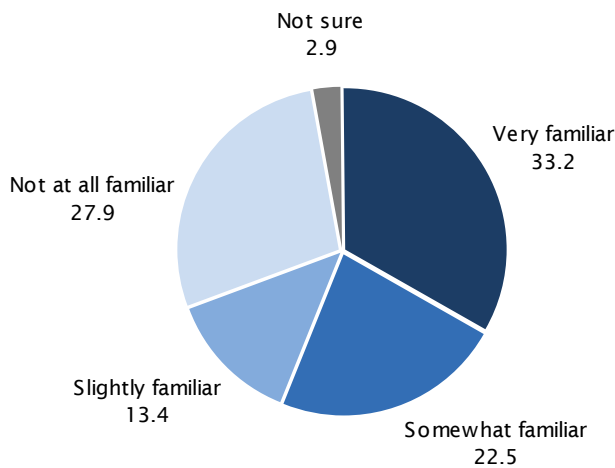


The most common response when asked why they have not visited Shores Park was there was no particular reason (41%), followed by a perception that there is nothing to do at the site/no facilities (17%), that it is more of a dog park and they do not have a dog (12%), or the location of the park/accessibility is an issue (10%).

FAMILIARITY WITH AMENITIES AT SHORES PARK Regardless of whether or not they had visited Shores Park in the prior year, all respondents were next asked to indicate how familiar they were with the amenities that are currently available at the park.

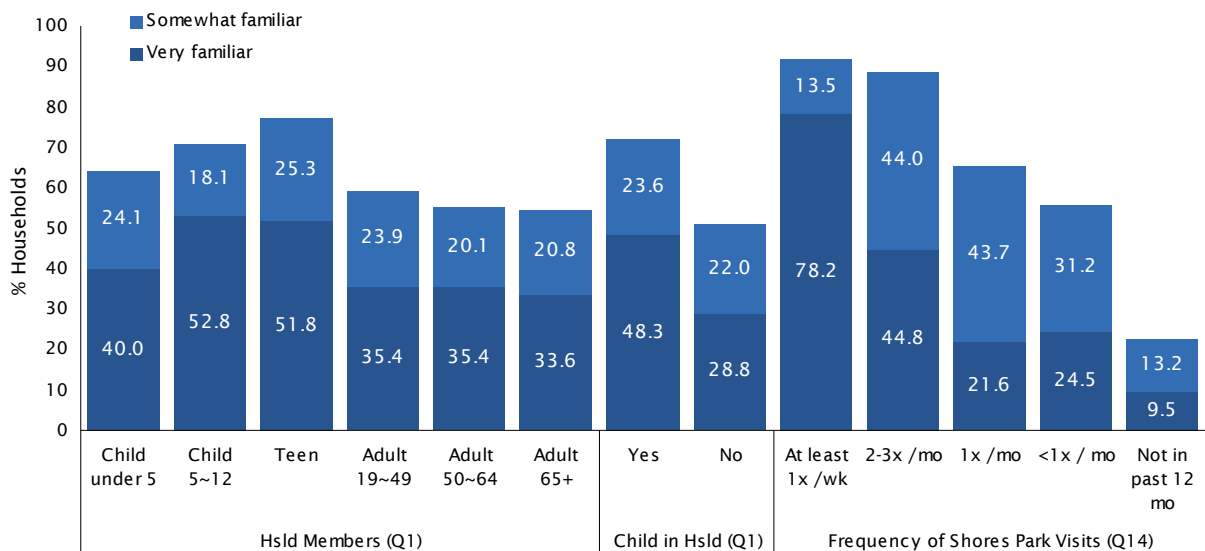
Question 15 *How familiar are you with the amenities that are currently available at Shores Park in Del Mar? Would you say you are very familiar, somewhat familiar, slightly familiar, or not at all familiar with the amenities in the park?*

FIGURE 30 FAMILIAR WITH SHORES PARK AMENITIES



The majority of Del Mar residents indicated they were either very familiar (33%) or somewhat familiar (23%) with the amenities available at Shores Park, whereas an additional 13% stated they were slightly familiar. Just over one-quarter of residents surveyed (28%) confided that they were not at all familiar with the amenities currently available at Shores Park, and 3% were unsure (Figure 30). Figure 31 shows how familiarity with the amenities currently available at Shores Park varied across subgroups of Del Mar households.

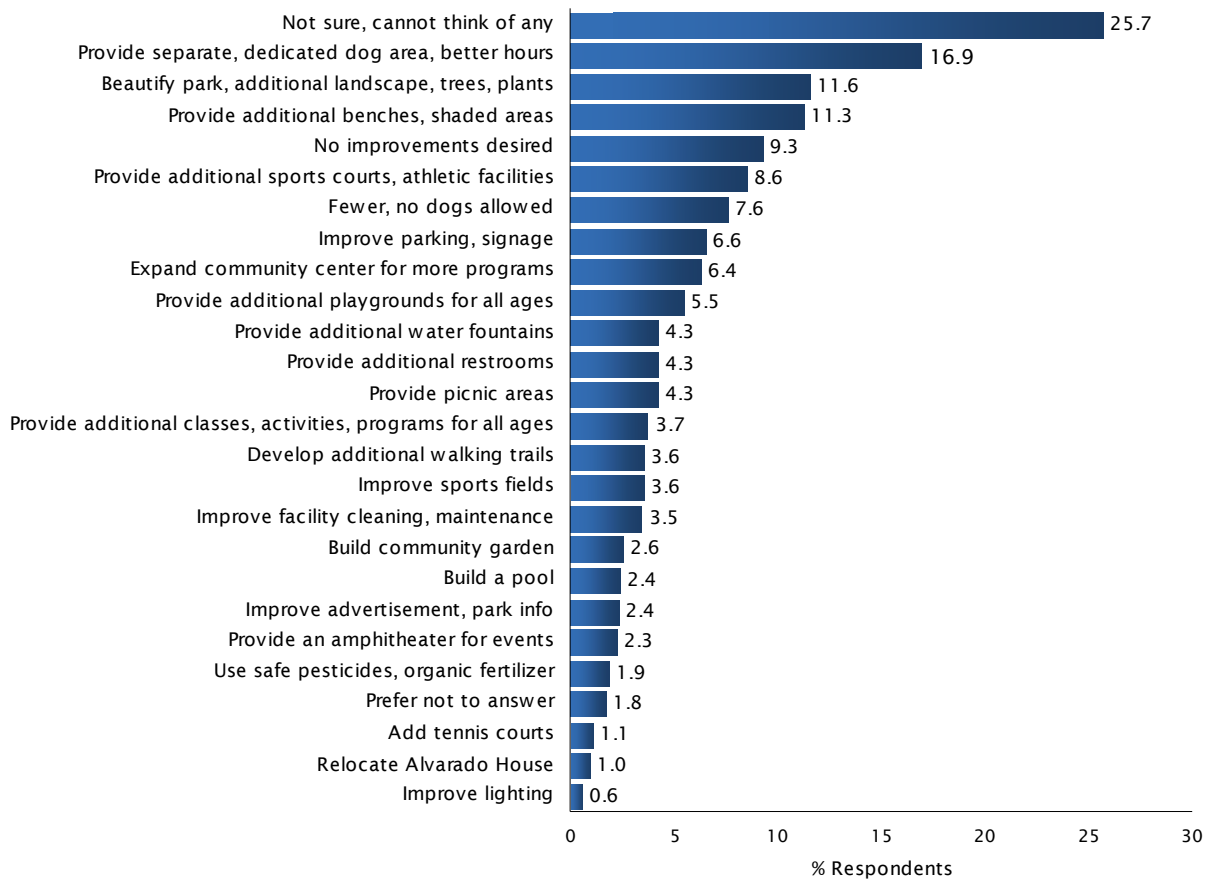
FIGURE 31 FAMILIARITY WITH SHORES PARK AMENITIES BY HSLD MEMBERS, CHILD IN HSLD & FREQUENCY OF SHORES PARK VISITS



DESIRED IMPROVEMENTS FOR SHORES PARK In an open-ended manner similar to that described previously, all respondents were next afforded the opportunity to identify up to three specific improvements that they would most like to see at Shores Park. Because multiple responses were allowed for Question 16, the percentages displayed in Figure 32 represent the percentage of respondents who mentioned the designated improvement.

Question 16 *If you could improve up to three aspects of Shores Park in Del Mar, what improvements would you most want to see?*

FIGURE 32 SHORES PARK IMPROVEMENTS DESIRED



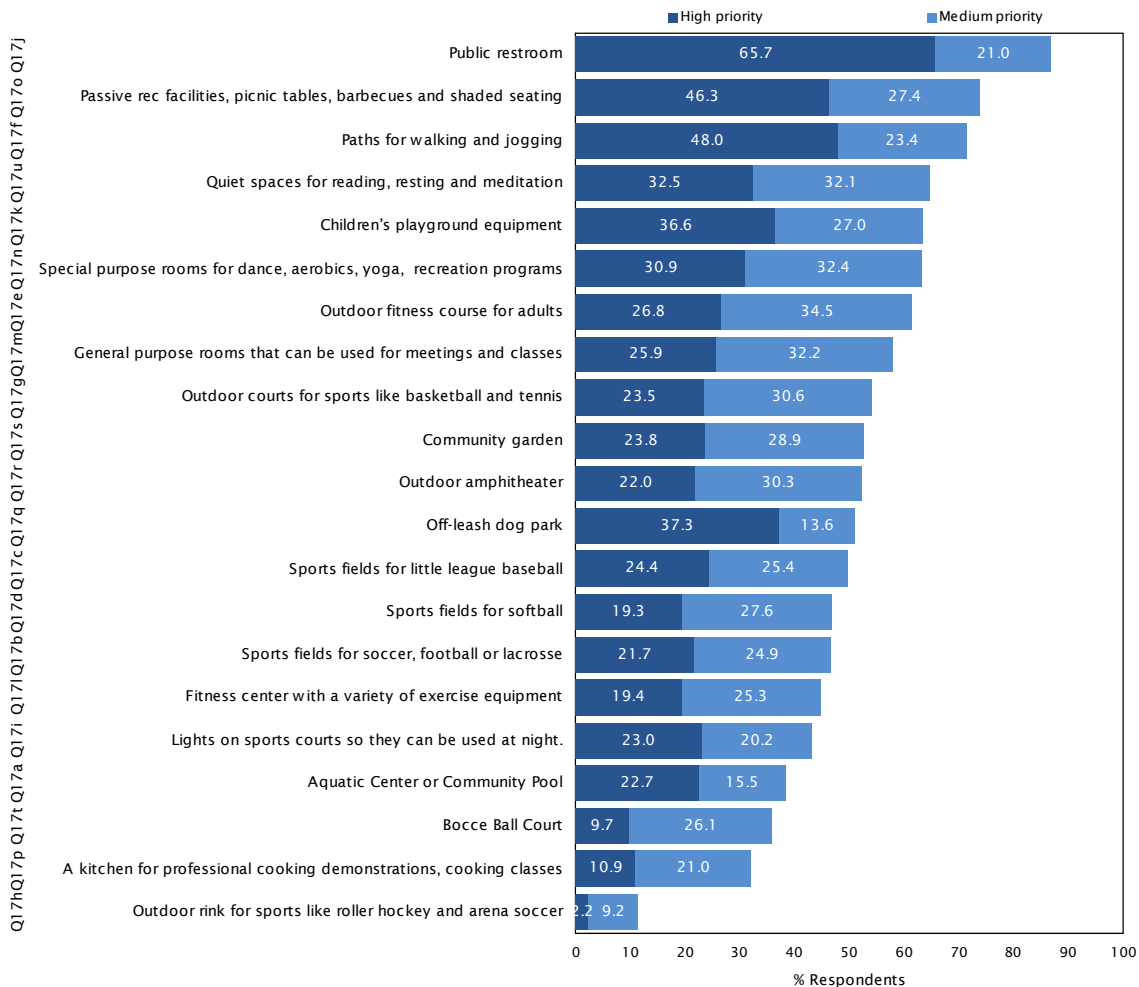
Approximately one quarter (26%) of respondents indicated that they could not think of an improvement they desired for Shores Park, and an additional 9% stated flatly that no improvements were needed or desired. Among the specific suggestions, providing a separate/dedicated dog park area and/or better hours for dog use at the Park was most common (17%), followed by a desire for beautification including more landscaping, trees and plants (12%), and additional benches and shaded seating areas (11%).

At least five percent of respondents also expressed a desire for additional sports courts/athletic facilities (9%), fewer dogs/that dogs not be allowed in the Park (8%), improved parking and signage (7%), improved community center with more programs (6%), and additional playgrounds for all ages (6%).

PRIORITY AMENITIES FOR SHORES PARK MASTER PLAN Whereas Question 16 asked respondents in an *open-ended* manner to describe the improvements they desire for Shores Park, Question 17 asked that they prioritize among 21 specific amenities that could be included in Shores Park under the master plan. The format of the question was straightforward: after informing respondents that the City is in the process of developing a master plan for Shores Park and must prioritize among amenities due to the small size of the park and a limited budget, respondents were asked whether each amenity shown in Figure 33 should be a high, medium, or low priority for inclusion—or if the amenity should not be included in the park. To avoid a systematic position bias, the amenities were tested in a random order for each respondent.

Question 17 *The City of Del Mar is in the process of creating a Master Plan for Shores Park to guide long term improvements to the park. The Master Plan will be a "blue print" for the future that identifies the types of amenities that may be included in the park, and the types of activities it will support. As I read each of the following amenities, I'd like you to indicate whether you think the amenity should be a high, medium or low priority for inclusion in Shores Park. If you think the amenity should not be included in the park, just say so. Please keep in mind that due to the small size of the park and a limited budget, not all amenities can be high priorities.*

FIGURE 33 SHORES PARK MASTER PLAN PRIORITIES



The amenities are sorted in Figure 33 from high to low based on the proportion of respondents who indicated that an amenity was *at least* a medium priority for inclusion. Among the amenities tested, Del Mar residents assigned the highest priority to a public restroom (87% high or medium priority), followed by passive recreation facilities including picnic tables, barbecues and shaded seating (74%), paths for walking and jogging (71%), quiet spaces for reading, resting and meditation (65%), childrens playground equipment (64%), special purpose rooms for dance, aerobics, yoga and recreation programs (63%), an outdoor fitness course for adults (61%), and general purpose rooms that can be used for meetings and classes (58%).

At the other end of the spectrum, an outdoor rink for sports like roller hockey and arena soccer (11%), a kitchen for professional cooking demonstrations and cooking classes (32%), a bocce ball court (36%), and an Aquatic Center or community pool (38%) were viewed as much lower priorities.

For the interested reader, Tables 4 and 5 show how the percentage who assigned each amenity *high priority* status varied across subgroups of Del Mar households. The amenities that had the highest percentage of respondents assign a high priority rating in each subgroup are highlighted in green to ease comparisons.

TABLE 4 SHORES PARK MASTER PLAN PRIORITIES BY HSLD MEMBERS (SHOWING% HIGH PRIORITY)

	HslD Members (Q1)					
	Child under 5	Child 5~12	Teen	Adult 19~49	Adult 50~64	Adult 65+
Public restroom	75	69	68	61	61	66
Paths for walking and jogging	36	48	53	45	45	48
Passive rec facilities, picnic tables, barbecues and shaded seating	52	72	53	49	49	48
Off-leash dog park	35	27	37	41	41	33
Children's playground equipment	66	59	36	45	45	34
Quiet spaces for reading, resting and meditation	15	19	29	28	28	33
Special purpose rooms for dance, aerobics, yoga, recreation programs	37	33	30	29	29	31
Outdoor fitness course for adults	15	26	37	26	26	28
General purpose rooms that can be used for meetings and classes	5	25	15	20	20	32
Sports fields for little league baseball	32	28	20	17	17	30
Community garden	17	33	29	24	24	23
Outdoor courts for sports like basketball and tennis	45	73	50	35	35	16
Lights on sports courts so they can be used at night.	35	40	43	37	37	14
Aquatic Center or Community Pool	54	43	35	33	33	17
Outdoor amphitheater	31	23	22	28	28	21
Sports fields for soccer, football or lacrosse	57	50	42	31	31	16
Fitness center with a variety of exercise equipment	18	13	22	21	21	18
Sports fields for softball	11	21	19	15	15	23
A kitchen for professional cooking demonstrations, cooking classes	-	18	14	12	12	11
Bocce Ball Court	5	6	22	16	16	4
Outdoor rink for sports like roller hockey and arena soccer	9	15	3	5	5	0

TABLE 5 SHORES PARK MASTER PLAN PRIORITIES BY CHILD IN HSLD & FREQUENCY OF SHORES PARK VISITS (SHOWING% HIGH PRIORITY)

	Child in Hslid (Q1)		Frequency of Shores Park Visits (Q14)				
	Yes	No	At least 1x /wk	2-3x /mo	1x /mo	<1x /mo	Not in past 12 mo
Public restroom	69	66	65	60	59	69	68
Paths for walking and jogging	48	49	54	54	38	48	45
Passive recreation facilities including picnic tables, barbecues and shade	56	45	57	51	40	46	41
Off-leash dog park	34	39	62	49	32	37	20
Children's playground equipment	51	33	36	48	34	40	33
Quiet spaces for reading, resting and meditation	25	35	48	26	24	28	29
Special purpose rooms to be used for dance, aerobics, yoga, recreation	33	31	37	29	24	33	27
Outdoor fitness course for adults	29	27	30	31	14	27	26
General purpose rooms that can be used for meetings and classes	17	29	34	26	17	26	21
Sports fields for little league baseball	24	24	24	20	29	29	23
Community garden	31	22	24	37	29	20	23
Outdoor courts for sports like basketball and tennis	53	16	27	19	31	27	19
Lights on sports courts so they can be used at night.	42	19	24	23	32	29	18
Aquatic Center or Community Pool	43	17	21	18	26	29	21
Outdoor amphitheater	25	22	27	19	21	19	21
Sports fields for soccer, football or lacrosse	44	15	25	29	40	21	15
Fitness center with a variety of exercise equipment	20	20	26	27	5	22	15
Sports fields for softball	18	20	24	11	27	18	17
A kitchen for professional cooking demonstrations and cooking classes	14	11	17	16	14	11	5
Bocce Ball Court	15	9	15	8	14	11	6
Outdoor rink for sports like roller hockey and arena soccer	8	1	3	3	8	0	2

ANTICIPATED FUTURE USE The final question in this series was designed to measure the impact that an improved Shores Park would have on visitation to the site. If Shores Park were to include some of the amenities that respondents personally identified as being a high priority, more than half (53%) indicated that their household would visit the park weekly, 23% would visit two to three times per month, and 9% offered that their household would visit the park once per month. Even if the park were to include some of the amenities the respondent identified as being a high priority, 7% indicated they would visit Shores Park less often than once per month, 5% would not visit the park, and 3% were unsure. Figures 35 and 36 show how anticipated future use of Shores Park varied across subgroups of Del Mar households

Question 18 *If Shores Park were to include some of the amenities that you identified previously as being a high priority, how frequently would you and other members of your household visit Shores Park? At least once per week, two to three times per month, once per month, less often than once per month, or would you not visit Shores Park?*

FIGURE 34 FREQUENCY OF FUTURE SHORES PARK VISITS

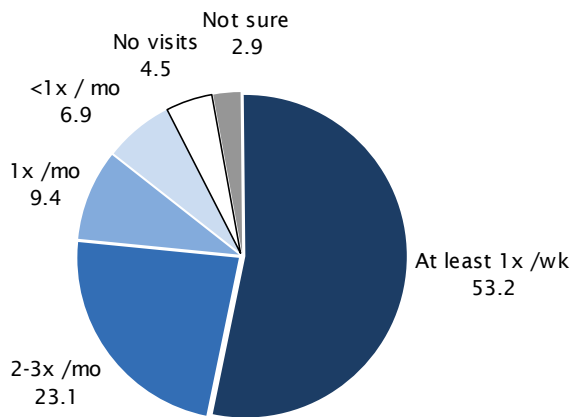


FIGURE 35 FREQUENCY OF FUTURE SHORES PARK VISITS BY HSLD MEMBERS, CHILD IN HSLD & HOME OWNERSHIP STATUS

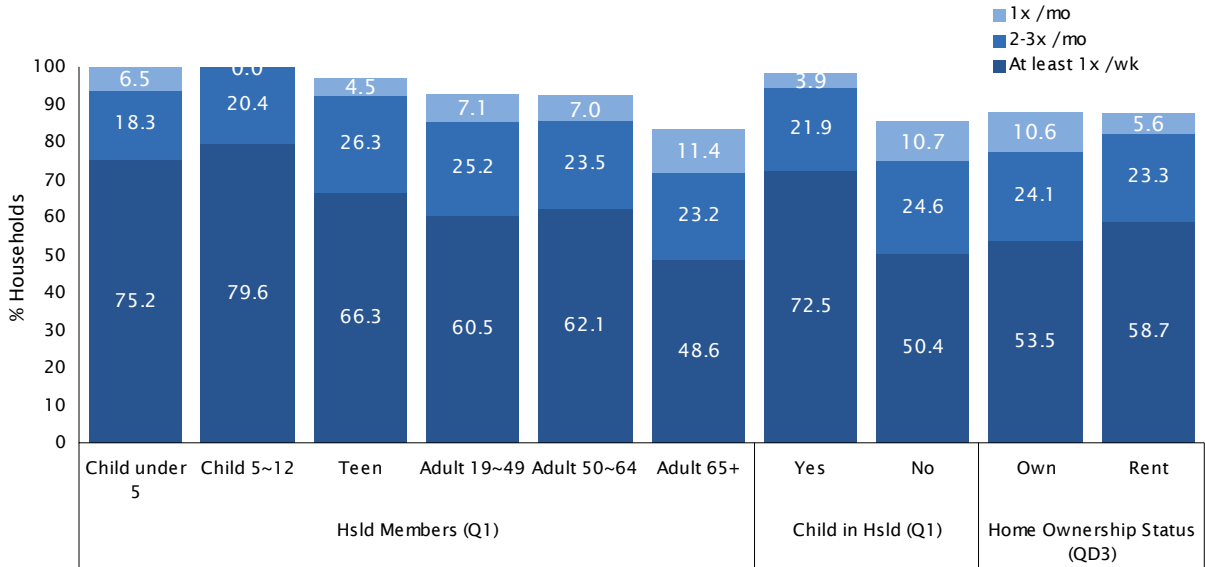
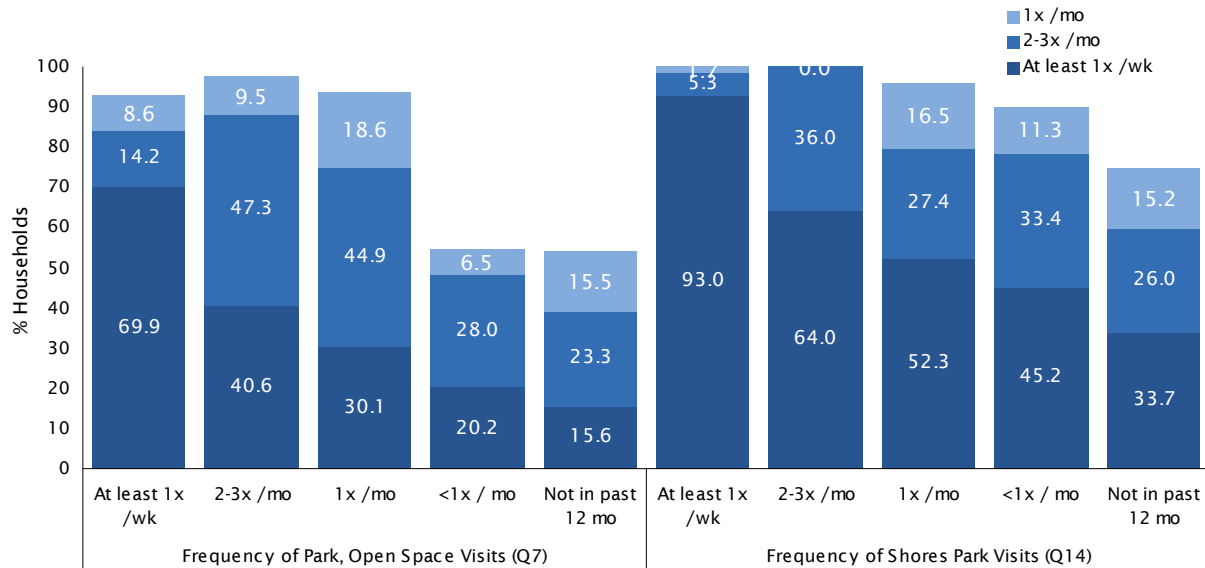


FIGURE 36 FREQUENCY OF FUTURE SHORES PARK VISITS BY FREQUENCY OF PARK, OPEN SPACE VISITS & FREQUENCY OF SHORES PARK VISITS





M E T H O D O L O G Y

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with the Del Mar City Council, staff, and Shores Advisory Committee—as well as Schmidt Design Group—to develop a questionnaire that covered the topics of interest and avoided the many possible sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, the items were asked in a random order for each respondent.

Some of the questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated that their household contains one or more children/teenagers (Question 1) were asked to describe the recreation activities engaged in by the youth in their household (Question 4). The questionnaire included with this report (see *Questionnaire & Toplines* on page 35) identifies the skip patterns that were used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING & PRE-TEST Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the telephone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts the interviewer to certain types of keypunching mistakes should they happen during the interview. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North prior to formally beginning the survey.

SAMPLE, RECRUITING & DATA COLLECTION All voter households in Del Mar were provided the opportunity to participate, with one voter per household randomly selected to receive an invitation given that the questionnaire asked the respondent to report on the recreation interests and activities for all members of the household—adult and youth. Once selected, respondents were recruited to participate in the survey using multiple recruiting methods. Using a combination of mailed and emailed invitations, sampled households were initially invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Each respondent was assigned a unique passcode to ensure that only Del Mar residents who received an invitation could access the online survey site, and that each household could complete the survey only one time. Following a two-week period of online data collection, True North began placing telephone calls to land lines and cell phone numbers of sampled voters in Del Mar that had yet to participate in the online survey as a result of the mailed or emailed invitation.

A total of 402 Del Mar households participated in the survey between March 11 and April 12, 2015. It should be noted that the resulting sample was strikingly similar to Census 2010 figures for the age composition of Del Mar households, indicating that the participation rate was balanced across subgroups and not disproportionately high or low on a factor (age) that is strongly

related to interest in recreation activities/amenities. With a sample of 402 households, the estimated statistical margin of error is approximately +/- 4.3% at the 95% level of confidence.

Telephone interviews averaged 15 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would bias the sample.

DATA PROCESSING & WEIGHTING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, and preparing frequency analyses and cross-tabulations.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and charts. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and pie charts for a given question.

QUESTIONNAIRE & TOPLINES



Del Mar Shores Park Survey
Final Toplines
April 2015

Section 1: Introduction to Study - Phone Recruit

Hi, may I please speak to _____. My name is _____ and I'm calling on behalf of the City of Del Mar. The City recently sent you a letter asking for your participation in a short survey about parks and recreation in Del Mar. I'd like to get your opinions - it should take about 10 minutes.

If needed: This is a survey about important issues in your community. I'm NOT trying to sell anything and I won't ask for a donation.

If says they already participated in the City's survey: If you participated in the City's survey in November or December, that was a **different** survey. This survey focuses on parks and recreation in Del Mar.

If needed: If now is not a convenient time, can you let me know a better time so I can call back? *If the person asks why you need to speak to the listed person or if they ask to participate instead, explain:* For statistical purposes, at this time the survey must only be completed by this particular individual.

Section 2: Household Profile

To begin, let me ask you about the ages of people in your household. This will allow me to limit the survey to questions that are appropriate to your household.

Q1 Do you have _____ in your household?

		Yes	No	Prefer not to answer
	<i>Read in Order</i>			
A	A child under the age of 5	4%	94%	2%
B	A child between 5 and 12	8%	90%	2%
C	A teenager between 13 and 18	11%	87%	2%
D	An adult between the ages of 19 and 49	32%	67%	2%
E	An adult between the ages of 50 and 64	40%	58%	1%
F	An adult 65 years of age or older	52%	47%	2%

Section 3: Recreation Activities

Q2 Thinking of the **adult** members of your household, what recreation activities do the adults in your household engage in most often? By *recreation*, we mean play and exercise, as well as passive activities such as walking/jogging, hobbies, and picnicking. Verbatim responses recorded and later grouped into the categories shown below.

Walking, jogging, running	74%
Biking	18%
Surfing	16%
Picnic, BBQ	15%
Hiking, nature walks	15%
Exercise, gym	14%

Swimming	14%				
Go to park, beaches	13%				
Walking dog, visiting dog park	11%				
Golf	11%				
Gardening	8%				
Tennis	7%				
Board games, cards, reading, meditating	7%				
Yoga	7%				
Dance, music, theater, movies	4%				
Variety of sports	4%				
Socializing with friends, family	4%				
Beach activities, sports	4%				
Do not engage in recreation activities	4%				
Arts, crafts	3%				
Volleyball	3%				
Dining out	3%				
Basketball	2%				
Attend social events, programs	2%				
Fishing	2%				
Traveling	2%				
Photography	2%				
Kayaking	2%				
Soccer	1%				
Martial arts	1%				
Cooking	1%				
Q3	Next, I'm going to read a short list of recreation activities . For each that I read, please indicate whether one or more of the adults in your household would be very interested or somewhat interested in participating in the activity. If no adult in your household would be interested in participating in the activity, just say so. Here is the (first/next) one: -----				
	<i>Randomize</i>	Very Interested	Somewhat Interested	Not Interested	Prefer not to answer
A	Soccer	9%	13%	77%	0%
B	Softball	5%	14%	80%	1%
C	Basketball	9%	19%	71%	1%
D	Volleyball	11%	20%	68%	1%

E	Walking, jogging, running, or hiking	82%	13%	5%	1%
F	Fitness and exercise classes	50%	33%	17%	1%
G	Yoga	38%	36%	25%	1%
H	Gardening	35%	36%	28%	1%
I	Cooking	38%	37%	25%	1%
J	Martial arts	4%	14%	80%	1%
K	Swimming in a pool	35%	28%	36%	1%
L	Arts and crafts	22%	39%	38%	0%
M	Dance or theater	31%	34%	35%	0%
N	Walking dog or visiting a dog park	43%	12%	44%	2%
O	Outdoor picnics	44%	35%	20%	0%
P	Quiet, stationary activities such as reading or meditating	53%	29%	17%	1%

Ask Q4 and Q5 if Q1a, Q1b OR Q1c = 1.

Q4	Thinking of the children and/or teenagers in your household, what recreation activities do they engage in most often? <i>Probe:</i> Any others? Verbatim responses recorded and later grouped into the categories shown below.				
	Swimming				34%
	Soccer				28%
	Surfing				28%
	Walking, jogging, running				21%
	Basketball				20%
	Biking				19%
	Tennis				18%
	Variety of sports in general				14%
	Visiting parks				13%
	Dance, music, theater				12%
	Beach activities, sports				12%
	Volleyball				11%
	Skateboarding				10%
	Baseball				9%
	Martial arts				7%
	Arts, crafts				6%
	Exercise, gym				6%
	Football				6%
	Hiking, nature walks				6%
	Reading, library				6%
	Walking dog, visiting dog park				6%

	Yoga				5%	
	Picnic, BBQ				3%	
	Going to beach				3%	
	Do not engage in recreation activities				3%	
	Not sure				2%	
	Softball				1%	
	Board games, cards, video games				1%	
Q5	Next, I'm going to read a short list of recreation activities . For each that I read, please indicate whether one or more of the children or teenagers in your household would be very interested or somewhat interested in participating in the activity. If no child or teenager in your household would be interested in participating in the activity, just say so. Here is the (first/next) one:_____.					
	<i>Randomize</i>		Very Interested	Somewhat Interested	Not Interested	Prefer not to answer
A	Soccer		36%	22%	42%	0%
B	Baseball		14%	23%	63%	0%
C	Softball		9%	26%	66%	0%
D	Basketball		30%	35%	35%	0%
E	Volleyball		25%	40%	35%	0%
F	Football		27%	14%	59%	0%
G	Lacrosse		18%	22%	60%	0%
H	Fitness & exercise classes		33%	28%	39%	0%
I	Yoga		21%	34%	45%	0%
J	Martial arts		11%	30%	59%	0%
K	Swimming in a pool		71%	17%	12%	0%
L	Arts and crafts		39%	27%	34%	0%
M	Dance or theater		29%	40%	32%	0%
N	Walking dog or visiting a dog park		37%	17%	46%	0%
O	Skateboarding		29%	26%	45%	0%
P	Walking, jogging, running, or hiking		55%	34%	11%	0%

Section 4: Park Visitation & General Perceptions									
Q6	Not including local beaches, have you or anyone else in your household visited a city park or open space area in Del Mar during the past 12 months?								
	1	Yes	94%		Ask Q7				
	2	No	6%		Skip to Q8				
	98	Not sure	0%		Skip to Q8				
	99	Prefer not to answer	0%		Skip to Q8				
Q7	How frequently do you or other members of your household typically visit the parks or open space areas in Del Mar? At least once per week, two to three times per month, once per month, or less often than once per month?								
	1	At least once per week	65%						
	2	2 to 3 times per month	18%						
	3	Once per month	8%						
	4	Less often than once per month	9%						
	98	Not sure	1%						
	99	Prefer not to answer	0%						
Q8	In general, how do you rate the: _____ Del Mar's parks? Would you say it is excellent, good, fair, poor or very poor?								
	Randomize		Excellent	Good	Fair	Poor	Very poor	Not sure	Prefer not to answer
A	Safety of		46%	44%	6%	1%	0%	3%	0%
B	Appearance of		37%	50%	10%	1%	0%	1%	0%
C	Overall quality of		32%	51%	14%	0%	1%	2%	0%
D	The variety of amenities available in		14%	40%	34%	6%	2%	3%	0%
Section 5: Perceived Park & Rec Facility Needs									
Q9	Take a moment to think about your household's recreation needs. Do the existing parks and recreation facilities in Del Mar do an excellent, good, fair, poor or very poor job of meeting your household's recreation needs?								
	1	Excellent	17%						
	2	Good	45%						
	3	Fair	27%						
	4	Poor	6%						
	5	Very Poor	1%						
	98	Not sure	3%						
	99	Prefer not to answer	0%						

Q10	Thinking of parks and open space areas in Del Mar, are there any improvements that you would like to see?			
	1	Yes	67%	Ask Q11
	2	No	23%	Skip to Q12
	98	Not sure	10%	Skip to Q12
	99	Prefer not to answer	0%	Skip to Q12
Q11	Please briefly describe the improvements you would most want to see in Del Mar's parks and open space areas. Verbatim responses recorded and later grouped into the categories shown below.			
	Add, improve dog parks, facility hours		19%	
	Provide additional classes, activities, programs for all ages		10%	
	Develop additional walking trails		10%	
	Provide additional restrooms		9%	
	Provide additional sport courts, athletic facilities		9%	
	Provide additional parking		8%	
	Provide picnic areas		8%	
	Improve facility cleaning, maintenance		7%	
	More open space, less development		7%	
	Provide additional playgrounds for all ages		7%	
	Provide additional tables, sitting areas, benches		7%	
	Improve landscaping, safe insecticides, organic fertilizer		7%	
	Build additional pools		6%	
	Provide additional shaded areas, tarps, trees		5%	
	Expand Community Center		4%	
	Provide water fountains, vending stands		4%	
	Enforce leash laws		4%	
	Better lighting at parks		3%	
	Provide larger parks		3%	
	Construct amphitheater		3%	
	Provide additional sidewalks		3%	
	Not sure		3%	
	Offer more events, entertainment		2%	
	Construct additional tennis courts		2%	
	Build community garden		2%	

Reduce traffic congestion	1%
Add, improve park safety, security	1%
Provide additional parks, rec, programs info	1%
Provide additional bike lanes, paths, network	1%
Develop additional golf courses	1%

Section 6: Shores Park

Next, I'm going to ask you several questions about **Shores Park** in Del Mar. Shores Park is located west of Camino Del Mar on the corner of 9th Street and Stratford Court. It is adjacent to the Winston School. [<for online survey, will show a map/image>](#)

Q12	Have you or anyone else in your household visited Shores Park in Del Mar during the past 12 months?		
	1	Yes	62% <i>Skip to Q14</i>
	2	No	37% <i>Ask Q13</i>
	98	Not sure	1% <i>Skip to Q15</i>
	99	Prefer not to answer	0% <i>Skip to Q15</i>
Q13	Is there a particular reason that your household hasn't regularly visited Shores Park? Verbatim responses recorded and later grouped into the categories shown below.		
	No particular reason		41%
	Nothing to do there, no facilities		17%
	More of a dog park, do not have dog		12%
	Location, accessibility		10%
	Never heard of it		8%
	No desire, not appealing		6%
	Oriented to young kids, sports		6%
	Prefer other parks		6%
	Not well maintained		1%
<i>Only ask Q14 if Q12 = 1.</i>			
Q14	How frequently do you or other members of your household typically visit Shores Park ? At least once per week, two to three times per month, once per month, or less often than once per month?		
	1	At least once per week	38%
	2	2 to 3 times per month	15%
	3	Once per month	14%
	4	Less often than once per month	33%
	98	Not sure	0%
	99	Prefer not to answer	0%

Q15	How familiar are you with the amenities that are currently available at Shores Park in Del Mar? Would you say you are very familiar, somewhat familiar, slightly familiar, or not at all familiar with the amenities in the park?	
	1	Very familiar 33%
	2	Somewhat familiar 23%
	3	Slightly familiar 13%
	4	Not at all familiar 28%
	98	Not sure 3%
	99	Prefer not to answer 0%
Q16	If you could improve up to three aspects of Shores Park in Del Mar, what improvements would you most want to see? <i>Probe: Any other improvements? Verbatim responses recorded and later grouped into the categories shown below.</i>	
	Not sure, cannot think of any 26%	
	Provide separate, dedicated dog area, better hours 17%	
	Beautify park, additional landscape, trees, plants 12%	
	Provide additional benches, shaded areas 11%	
	Provide additional sports courts, athletic facilities 9%	
	No improvements desired 9%	
	Fewer, no dogs allowed 8%	
	Improve parking, signage 7%	
	Expand community center for more programs 6%	
	Provide additional playgrounds for all ages 6%	
	Provide additional restrooms 4%	
	Develop additional walking trails 4%	
	Provide additional classes, activities, programs for all ages 4%	
	Improve sports fields 4%	
	Provide picnic areas 4%	
	Provide additional water fountains 4%	
	Improve facility cleaning, maintenance 3%	
	Build community garden 3%	
	Build a pool 2%	
	Use safe pesticides, organic fertilizer 2%	
	Improve advertisement, park info 2%	
	Provide an amphitheater for events 2%	
	Improve lighting 1%	

	Add tennis courts	1%					
	Relocate Alvarado House	1%					
Q17	The City of Del Mar is in the process of creating a Master Plan for Shores Park to guide long term improvements to the park. The Master Plan will be a “blue print” for the future that identifies the types of amenities that may be included in the park, and the types of activities it will support.						
	As I read each of the following amenities, I'd like you to indicate whether you think the amenity should be a high, medium or low priority for inclusion in Shores Park. If you think the amenity should <i>not</i> be included in the park, just say so. Please keep in mind that due to the small size of the park and a limited budget, not all amenities can be high priorities.						
	Here is the (first/next) one: _____. Should this amenity be a high, medium or low priority for inclusion in Shores Park – or should it not be included in the park?						
	<i>Randomize</i>	High Priority	Medium Priority	Low Priority	Should NOT be included	No Opinion	Prefer not to answer
A	Aquatic Center or Community Pool	23%	16%	25%	35%	1%	1%
B	Sports fields for soccer, football or lacrosse	22%	25%	25%	24%	3%	1%
C	Sports fields for little league baseball	24%	25%	25%	20%	4%	1%
D	Sports fields for softball	19%	28%	28%	21%	3%	1%
E	Outdoor fitness course for adults	27%	34%	23%	14%	2%	1%
F	Paths for walking and jogging	48%	23%	16%	11%	2%	0%
G	Outdoor courts for sports like basketball and tennis	24%	31%	26%	15%	5%	0%
H	Outdoor rink for sports like roller hockey and arena soccer	2%	9%	31%	54%	4%	1%
I	Lights on sports courts so they can be used at night	23%	20%	25%	27%	4%	1%
J	Public restroom	66%	21%	7%	4%	1%	1%
K	Children's playground equipment	37%	27%	19%	14%	2%	1%
L	Fitness center with a variety of exercise equipment	19%	25%	26%	26%	2%	0%
M	General purpose rooms that can be used for meetings and classes	26%	32%	23%	15%	4%	0%
N	Special purpose rooms that can be used for dance, aerobics, yoga and recreation programs	31%	32%	20%	13%	3%	1%
O	Passive recreation facilities including picnic tables, barbecues and shaded seating	46%	27%	15%	10%	2%	0%
P	A kitchen for professional cooking demonstrations and cooking classes	11%	21%	35%	30%	3%	0%
Q	Off-leash dog park	37%	14%	19%	27%	2%	1%
R	Outdoor amphitheater	22%	30%	25%	19%	3%	1%

S	Community garden	24%	29%	29%	16%	3%	0%
T	Bocce Ball Court	10%	26%	34%	24%	5%	1%
U	Quiet spaces for reading, resting and meditation	33%	32%	22%	12%	2%	0%

Section 7: Anticipated Future Use

Q18	If Shores Park were to include some of the amenities that you identified previously as being a high priority, how frequently would you and other members of your household visit Shores Park? At least once per week, two to three times per month, once per month, less often than once per month, or would you <i>not</i> visit Shores Park?							
	1	At least once per week						53%
	2	2 to 3 times per month						23%
	3	Once per month						9%
	4	Less often than once per month						7%
	5	Would not visit Shores Park						5%
	98	Not sure						3%
	99	Prefer not to answer						0%

Section 8: Background & Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

Ask D1 if Q1a, Q1b OR Q1c = 1.

D1	Do any of the children and/or teenagers in your home participate in organized team sports <u>outside</u> of school?							
	1	Yes						72%
	2	No						26%
	98	Not sure						1%
	99	Prefer not to answer						0%
D2	What is your gender?							
	1	Male						42%
	2	Female						54%
	99	Prefer not to answer						4%

D3	Do you own or rent your current residence in Del Mar?		
	1	Own	78%
	2	Rent	18%
	3	Live with family / friends and don't pay rent	1%
	99	Prefer not to answer	3%

Those are all of the questions that I have for you! Thanks so much for participating in this important survey! This survey was conducted for the City of Del Mar.

B APPENDIX

Architectural Building Assessment Report

Scope of Report

This study will address the overall general condition of the existing building at 225 9th Street in Del Mar, CA as part of the Del Mar Shores Master Plan. The building currently acts as the Del Mar Community Building and houses various community organizations including the Del Mar Foundation and the Del Mar Community Connections. The building also provides community meeting space and storage space. A walk-through of the building was performed on January 29, 2015. The building formerly housed the administrative offices of the Del Mar Union School District and underwent a refurbishment in 2012.

General: The building is laid out in an 'L' configuration and is a single story. No destructive testing was performed, but the main framing system is assumed to be wood. Overall the building appears to be in good condition. The recent refurbishment concentrated on finishes and the addition of an accessible restroom. The stucco is free from significant cracking and there is no evidence of any substantial seismic issues in the building.

Roof: The roof was not observed as a part of this report, but reports from staff indicate that the roof is near the end of its usable life. See Mechanical section for more information.

Walls: The stucco walls are in good condition. The wood siding on the storage room walls is in fair condition.

Windows/Doors: The original wood windows are in good condition. All doors are in fair condition. Some metal framed windows have been added later and are in fair condition.

Floors: The floor all appear to be in good condition. No obvious settling or cracking is evident.

Ceilings: The suspended ceilings are in fair condition. Some staining is present throughout the building.

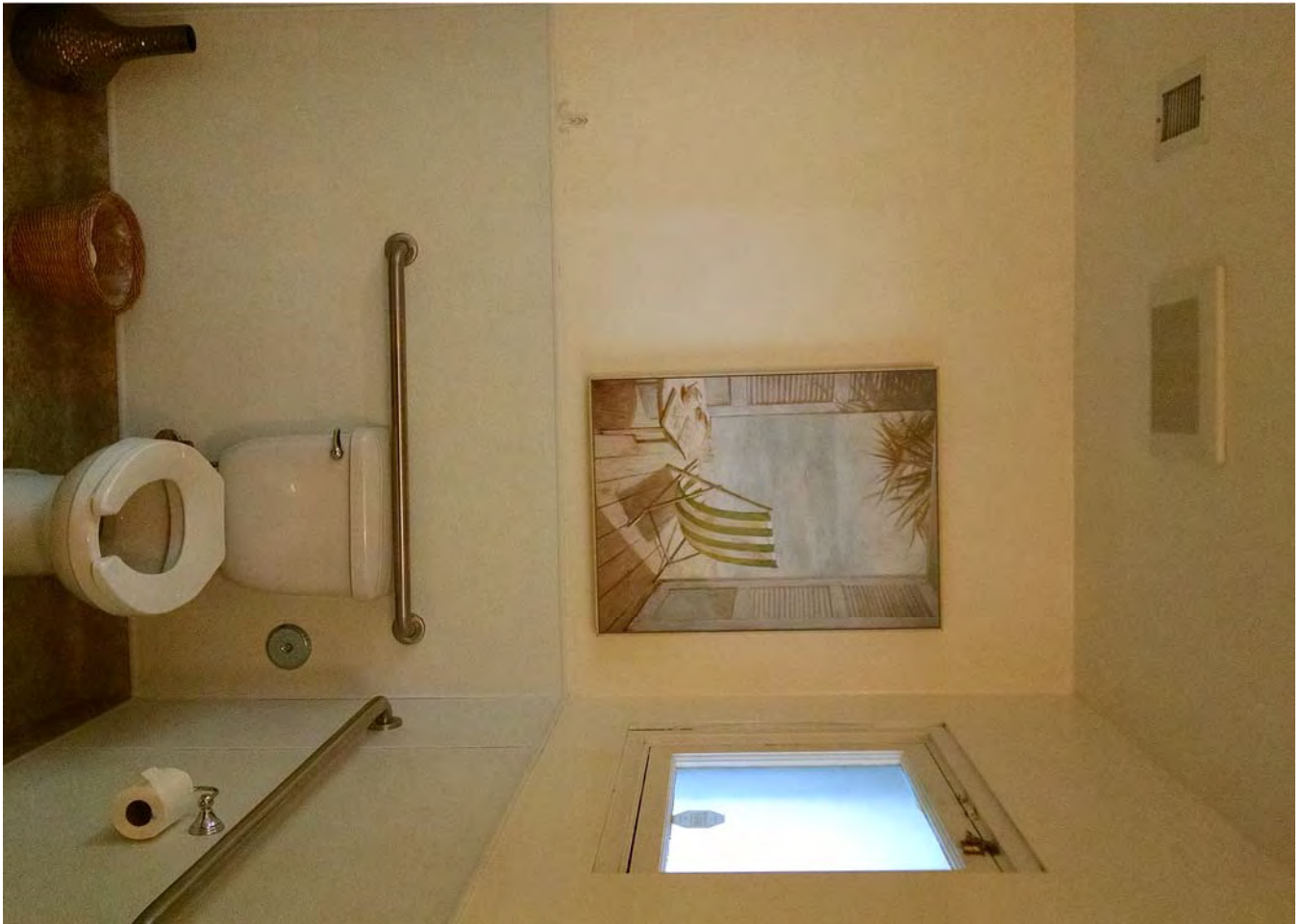
Mechanical: Although a detailed mechanical survey was not performed, interviews with occupants indicate that the HVAC system is antiquated and in need of replacement. Reroofing may be required as part of any replacement of the HVAC system.

Electrical: Although a detailed electrical survey was not performed, interviews with occupants indicate the electrical wiring is original to the building and is in need of complete replacement.

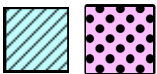












Leased Premises



Winston non-exclusive use areas (Athletic Field Area and Shores Park Parking Lot)



City non-exclusive use area (Winston School Parking Lot)



August 26, 2025

Mayor Gaasterland and Members of the City Council,

The Winston School looks forward to being a positive, collaborative partner in the Shores Park planning process. We believe there is a cost effective, sensible and attractive solution to the park plan that incorporates the needs of all stakeholders.

We are hopeful a reengagement with Schmidt Design Group will be successful. Success will require a clear scope, mutual respect for and by all stakeholders, open communication and collaboration. The extensive community outreach conducted by Schmidt originally remains a valuable resource in guiding the final park design.

We believe that many of the School's uses for the park match the uses requested by community members for use during off school hours. These uses of the park area include: grass field for baseball and soccer; full sized, multi-use court with regulation sized basketball court markings; looped jogging/walking path. We also respectfully request that automobiles no longer traverse the park area and dogs have an area for exclusive use anytime of day.

We continue to encourage the City Council to create a Shores Park committee that represents a variety of community members, including parents of school-aged children and The Winston School, to ensure a representative cross-section of park users.

Thank you for your efforts to bring the Shores Park to life for all Del Mar community members.

Sincerely,

Kim Kanetis
Executive Director



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Martin Boyd, Principal Engineer
Joe Bride, Public Works Director
Via Ashley Jones, City Manager

DATE: September 8, 2025

SUBJECT: Award of Construction Contract to TC Construction Company, Inc. and Related Actions for Utility Undergrounding District X1A (Crest Canyon)

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Approve the withdrawal of the apparent lowest bidder, Tri-Group Construction and Development, due to a clerical error under Public Contract Code 5103;
- 2) Award a \$7,128,769.96 construction contract to TC Construction Company, Inc. (Attachment A) for the Utility Undergrounding District (UUD) X1A (Crest Canyon) Project;
- 3) Approve a \$663,280 Task Order with Utility Specialists Southwest, Inc. for Construction Management and Inspection Services (Attachment B);
- 4) Approve a \$119,633 Task Order with NOVA Services, Inc. for Geotechnical Services (Attachment C);
- 5) Approve a \$123,400 Task Order with Helix Environmental Planning, Inc. for Environmental Monitoring Services (Attachment D);
- 6) Approve a 10% project contingency of \$712,877;
- 7) Authorize the appropriation of \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26 for the Crest Canyon project; and,
- 8) Authorize the City Manager to execute the required documents and any contract and Task Order changes, within the project contingency, necessary to complete the work.

BACKGROUND:

Utility Undergrounding District X1A - Crest Canyon

The City of Del Mar continues to implement the citywide Undergrounding Program (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. A map of the planned citywide Utility Undergrounding Districts (UUDs) is included with this report as Attachment E.

On July 12, 2021, the City Council authorized the formation of Utility Undergrounding District X1A, also referred to as "Crest Canyon". Crest Canyon was identified as one of the next two districts after completion of the Tewa Court/10th Street UUD pilot project on February 8, 2023. Crest Canyon includes 77 poles and 12,520 linear feet of overhead conversion to 19,610

City Council Action:

linear feet of underground trench involving 152 properties and 114 residences. There are eighty properties requiring undergrounding of their private service lateral at the expense of the property owner. A map of Crest Canyon is included as Attachment F.

The City's undergrounding construction activities are primarily for trenching and installation of conduit and substructures. This includes joint trench excavation, hand digging within proximity of protected trees and parallel existing utilities, exploratory potholes, asphalt resurfacing, concrete driveways and curbs restoration, installation of retaining walls, pedestrian ramp installation, hydroseed, irrigation repairs, traffic control and safety for vehicles and pedestrians, construction staging, storm water pollution prevention and erosion control, and other required construction activities.

San Dieguito Drive Improvement Project

San Dieguito Drive is an approximately 1,000 linear foot private road with public access in the City of Del Mar that extends from the intersection of San Dieguito Drive and Racetrack View Drive to Oribia Road. Currently, San Dieguito Drive is in a deteriorated condition and in need of repair. On June 17, 2024, residents on San Dieguito Drive and Oribia Road voted to approve the San Diego Drive Improvement Project Assessment District to fund the resident's proportionate share of the project. The San Dieguito Drive Improvements Project consists of installation of a new road section with a standard centerline crown with 16 feet of asphalt and 3.5-foot concrete rolled curbs for an improved width of 23 feet and a minimum 20 feet of travel-way for public safety vehicle access.

At the completion of design for Crest Canyon, the City initiated a competitive public bidding process for the City's construction activities related to Crest Canyon as the base bid and the San Dieguito Drive Improvements Project as the alternate bid item. This approach is consistent with the City's goal of bidding and constructing these projects together to achieve anticipated cost savings, improve efficiency, and minimize impacts on property owners.

DISCUSSION/ANALYSIS:

Bid Process

In accordance with the City's Municipal Code and Public Contract Code, Public Works staff advertised a notice inviting bids on July 7, 2025. Staff held a public bid opening on August 27, 2025, and received six bids ranging from \$6,021,860 to \$11,419,126 as shown in Table A below. The public bidding process was competitive, with three of the six bids received coming in below the engineer's estimate of \$8.9M.

Table A: Bid Results

Bidder	Base Bid (Crest Canyon)	Alternate Bid (San Dieguito Dr)
TC Construction Company	\$7,128,770	\$1,825,041
Teichert Energy and Utilities Group	\$8,644,467	\$1,825,079
Palm Engineering Construction Company	\$9,884,674	\$2,138,859
W.A. Rasic Construction Company	\$10,967,600	\$1,298,610
A.M. Ortega Construction	\$11,419,126	\$2,490,100
Tri-Group Construction and Development	\$6,021,860	\$2,976,700
	<i>Request to Withdraw</i>	
<i>For Reference: Engineer's Estimate</i>	<i>\$8,930,000</i>	<i>\$934,000^A</i>

^A Staff adjusted the estimate to \$895,000 in the bid documents to reflect anticipated cost savings.

Tri-Group Request to Withdraw

A few hours after the bid opening, staff received a request from Tri-Group Construction and Development to withdraw their bid based on a clerical error (Attachment G). Tri-Group incorrectly entered a lump sum item on the required bid form as \$5,000 instead of \$5,000,000, resulting in an almost \$5 million error. Tri-Group stated that absorbing this error would cause significant financial hardship if required to complete the project as bid. Tri-Group’s error was in the “Joint Trench and Excavation and Backfill” line item, which is one of the most significant line items in the bid, with comparable contractor pricing ranging from \$1.4 to \$4.4 million. After reviewing the line-item cost in question, staff believes that the clerical error is valid and recommends that the City Council allow Tri-Group to withdraw its bid under Public Contract Code 5103, as the contract has not yet been awarded.

If the Council approves Tri-Group’s request, the City will release the full amount of their bid bond. A bid bond provides a guarantee that the bidder will, within ten days after being requested to do so by the City, enter into a contract and provide the required bonds if awarded the project. The bid bond is in the amount of 10% of the bid, which in this case is \$602,186. Certain provisions under State law grant relief for bidders who make clerical errors in their bid documents by permitting bidders to withdraw their bids without forfeiting their bid bonds. For example, Public Contract Code Section 5101 provides that a bidder is entitled to relief from its bid due to a mistake if the awarding authority consents to allow the bidder to withdraw its bid. Courts have found that typographical or arithmetical errors in bid documents are the types of mistakes contemplated under the laws by which bidders may seek relief. Staff will monitor future bids submitted by this contractor and consider recommending temporary debarment as allowed for under the Municipal Code if similar issues occur again.

Award of Contract

Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder based on their base bid. When a public agency permits a bidder to withdraw its bid due to a mistake, Public Contract Code Section 5106 allows the public agency to award the contract to the next lowest bidder. Staff evaluated the second-lowest bidder, TC Construction Company (TC), whose base bid was \$7,128,769.96

(Attachment H), and determined them to be the lowest responsive and responsible bidder after the withdrawal.

San Dieguito Drive Improvement Project

The San Dieguito Drive Improvements Project was included as an alternate bid item in the bid package for Crest Canyon. The engineer's estimate for this project was \$934,000, with submitted bids ranging from \$1.3 to \$3.0 million. While TC submitted the lowest base bid for Crest Canyon their alternate bid for San Dieguito was \$1.8 million, which if awarded would place the San Dieguito Drive Improvements Project approximately \$1 million over its estimated budget. After evaluating the TC alternate bid in comparison to the engineer's estimate and the lowest alternate bid, staff does not recommend awarding the alternate bid to complete the San Dieguito Drive Improvements Project as part of Crest Canyon.

While having the same contractor perform both projects would simplify construction, staff recommends bidding and constructing the San Dieguito Drive Improvements Project separately to potentially achieve a more competitive price. This approach would also open the bidding process to a broader pool of roadway improvement contractors once the undergrounding work on San Dieguito Drive and Oribia Road is complete. Based solely on the alternate bids received, the construction cost could be approximately \$1.3 to \$1.4 million, compared to the current engineer's estimate of \$934,000. However, the final bid amount will be determined by market conditions.

The specific bid and construction schedule for the San Dieguito Drive Improvements project will be determined in coordination with the selected contractor and utility companies. It is expected to begin following the completion of Work Zone 1 (San Dieguito Drive and Oribia Road) of Crest Canyon. If the City takes a conservative approach and waits until all phases of construction (City, homeowner, and utility companies) are fully completed to avoid overlap, the project would likely begin around summer 2026.

Construction Management Services

The City has an agreement in place with Utility Specialists Southwest, Inc. for as-needed specialized electrical engineering and consulting services related to implementation of the citywide UP. Staff recommends issuing Utility Specialists Southwest, Inc. a \$663,280 Task Order (Attachment B) to provide construction management, inspection, and design support services for the project. KCM Group, serving as a subconsultant to Utility Specialists, will be providing construction management services. They are highly familiar with the UP, having been involved in all projects throughout both the design and construction phases. Utility Specialists provided these same services on the Stratford Court South (1A) undergrounding district and did a good job.

Geotechnical Services

The City also has an agreement in place with NOVA Services, Inc. for as-needed geotechnical services. Staff recommends issuing NOVA Services, Inc. a \$119,633 Task Order (Attachment C) to provide geotechnical services for the project. The services include any geotechnical observations and laboratory testing required for the roadway and utility improvements.

Environmental Services

The City also has an agreement in place with Helix Environmental Planning, Inc. for as-needed environmental consulting services. Staff recommends issuing Helix Environmental Planning, Inc. a \$123,400 Task Order (Attachment D) to provide environmental monitoring services for the Crest Canyon Project. The services are required under the CEQA determination, primarily for areas adjacent to the San Dieguito Lagoon and Crest Canyon, and include archaeological and Native American monitoring, biological construction monitoring, a post-construction monitoring and reporting plan, and optional tasks for pre-construction nesting bird survey and noise monitoring.

Updated Estimated City Construction Budget

The total estimated City construction project expenditures for Crest Canyon through project completion is \$8,747,960 as listed in Table B below. This amount includes the construction contract with TC, Construction Management and Inspection Services provided by Utility Specialists, Geotechnical Services provided by NOVA, Environmental Services provided by Helix, and a 10% project contingency for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction.

Table B: City Construction Expenditures for Crest Canyon (X1A)

Items	Costs
Construction (TC Construction Company)	\$7,128,770
Construction Management (Utility Specialists)	\$663,280
Geotechnical Services (NOVA)	\$119,633
Environmental Monitoring (Helix)	\$123,400
Project Contingency (10%)	\$712,877
Total City Construction Costs	\$8,747,960

Bidding Analysis

Table C summarizes the bidding results as compared to the cost estimate for the Crest Canyon, and compared to the UUD Tewa Ct/10th St and Stratford Court South (1A) bid results. The data includes the number of bids received, cost estimates, low bid, average bid, percent difference between the cost estimate and the low bid (%Diff (Low)), and percent difference between the cost estimate and the average bid (%Diff (Average)).

Table C: City Construction Bidding Analysis

	Tewa Ct	UUD 1A	UUD X1A
# of Bids	3	5	6
Cost Estimate	\$238,000	\$3,043,000	\$8,930,000
Low Bid	\$447,400	\$4,717,395	\$7,128,770 ^B
Average Bids (All)	\$690,565	\$5,392,860 ^A	\$9,608,927 ^B
%Diff (Low)	+88%	+55%	-20%
%Diff (Average)	+190%	+100%	+8%

^A The outlier bid has been removed from the dataset.

^B The bid requested for withdrawal has been removed from the dataset.

The City received six bids for Crest Canyon, which demonstrates the strongest construction market interest to date related to the City's undergrounding projects. The lowest responsive base bid of \$7.13 million came in \$1.8 million (20%) below the engineer's estimate of \$8.93 million (Attachment I). This is a positive outcome, as it is preferred that the low bid be lower than the engineer's estimate. Ideally, however, the engineer's estimate should be within 10% of the lowest bid.

Additionally, the average of the Crest Canyon base bids was \$9.61 million, which is \$680,000 (8%) higher than the engineer's estimate. This is also a favorable result, as the City aims for the engineer's estimate to be below the average bid, but still reasonably close. In contrast, previous projects showed a much larger discrepancy between the engineer's estimates and both the low and average bids, which indicated a need for improvement in estimating accuracy. In this case, the engineer's estimate prepared by Utility Specialists and KCM Group for the Crest Canyon project was well-prepared and incorporated lessons learned from Stratford Court South. However, the estimate was somewhat conservative, as higher impacts from inflation and environmental factors were anticipated. The design team will continue to refine its estimating approach based on these latest bid results.

It's important to note that, while including the engineer's estimate in the bid documents is standard practice, the actual cost of the project is ultimately determined by the construction market. The engineer's estimate is developed to assist the City in budgeting for the project, to provide contractors with a baseline understanding of expected costs before bidding, and to allow for comparison of submitted bids. Preparing a bid, especially for a project of this scale, requires significant time and resources for the contractors. Contractors conduct their own thorough analysis when preparing their proposals, because the bid documents are highly technical. This is a competitive bidding process, and each contractor aims to underbid the others while remaining financially viable.

The City's recent bid history demonstrates the engineer's estimate is not the determining factor for contractor's bids. For the Stratford Court South (1A) Project, the bids came in significantly higher than the engineer's estimate, indicating that contractors did not rely solely on that estimate when preparing their bids. For the Hoska Alley Street & Storm Drain Improvements Project and Crest Canyon Undergrounding, the City received multiple bids that came in below the engineer's estimate, demonstrating that bids can come in under the estimate, particularly when it is well-aligned with current market conditions.

Agreements with Utility Companies

Completion of the Undergrounding Project necessitates coordination with the utility companies: San Diego Gas & Electric (SDG&E), AT&T, Charter Communications/Spectrum, and Crown Castle. The design process involved extensive coordination with each of these three companies. In fact, the contractor's work involves constructing the Underground Support Structure (USS) for their infrastructure, which includes underground conduit and structures for the installation of their equipment.

The following summarizes the status with each of the three utilities involved:

- San Diego Gas & Electric – The California Public Utilities Commission (CPUC) regulates the requirements for electric utilities with regards to their participation in utility undergrounding pursuant to tariff rules, specifically Rule 20. Crest Canyon is considered eligible for Rule 20B, which means there will be partial credit for the “overhead equivalent value” and SDG&E will cover the costs associated with overhead removals. The City’s contract with SDG&E is for actual cost billing for installation of cable & connections, cable poles, service cutovers, overhead and pole removals, and engineering fees. The City is responsible for trenching and installation of conduit and substructures.

SDG&E provided the City with an estimate of \$3.67 million presented to City Council on June 2, 2025, for costs associated with their work. The estimate is provided for the City’s financial planning purposes prior to the initial invoice, is based on SDG&E’s latest data, and includes a contingency. SDG&E is nearing completion of their bidding process to obtain fixed bids. SDG&E will provide the City with an initial invoice prior to SDG&E’s construction after obtaining fixed bids and then a final reconciliation invoice based on the actual costs after construction is complete. SDG&E has explained that the only expected changes in costs are for change orders due to unforeseen field conditions, need for specialty inspections, or any other unanticipated costs during construction. Staff will return to City Council once SDG&E provides an initial estimate invoice and agreement for Crest Canyon.

- AT&T – As with SDG&E, the CPUC also regulates the requirements of AT&T with regards to their participation in utility undergrounding pursuant to tariff rules (Rule 32). Crest Canyon is considered eligible for CPUC Rule 32.A.2, which means the City is responsible for providing the Underground Support Structure (USS). Accordingly, AT&T has been paid for the cost of designing and inspecting the USS. To date, the City has paid AT&T \$217,080 for these services related to Crest Canyon.
- Charter Communication/Spectrum & Crown Castle – Though Charter Communications/Spectrum (Charter) and Crown Castle do not operate under a specific tariff rule as SDG&E and AT&T do, State laws and policies generally treat these utilities similarly. Staff continues to work with Charter and Crown Castle consistent with such principles and does not anticipate paying beyond trenching and installation of conduit and substructures.

Total Project Budget Updates

The total project cost for Crest Canyon is now estimated to be \$13.68 million based on the latest City construction bid. Attachment J includes a budget summary reflecting the estimated project costs from initial district formation to the current estimate for comparison. The prior total project cost estimate provided on April 21, 2025, was \$16.97 million. However, the updated SDG&E cost estimate provided on June 2, 2025, reduced this number to \$15.75 million.

The cost per linear foot of overhead conversion is now estimated at \$1,092, and the cost per linear foot of joint trench is estimated at \$697. This includes the cost of required professional services during the design phase in preparation for the bid process, cost for construction, costs paid to the utility companies for their engineering fees and construction work, and the cost for third party construction management and support services during construction.

The City construction bid for Crest Canyon has a cost per linear foot of joint trench of \$364. For comparison, the Tewa Ct/10th St and Stratford Court South (1A) costs per linear foot of joint trench were \$424 and \$437, respectively, when adjusted for 26% and 5% inflation based on the California Construction Cost Index (CCCI) from the bid opening dates of December 2021 and May 2024.

SDG&E provided the City with an updated estimate of \$3.67 million in June 2025 for costs associated with their work. The project cost estimate will be updated at the next City Council meeting to reflect the SDG&E construction bids, and a comparison of total project cost to UUD Tewa Ct/10th St and Stratford Court South (1A) will be provided. A request for additional funding for SDG&E costs, if necessary, will also be included. However, if the invoice matches the current estimate, there will be a budget surplus.

The project also includes \$13,670 in development in-lieu funds for a section of grind and overlay on Crest Road. This minor improvement was designed and included for construction alongside Crest Canyon due to its close proximity, facilitating concurrent construction.

Additionally, the project budget includes line items for Measure Q credits related to the San Dieguito Drive Improvements Project and the Crest Canyon Asphalt Improvements Project. This is intended to cover the cost of finish paving over the joint trench, where these CIP projects overlap within the same area. The City plans to perform the finish paving once the project is complete.

Project Timeline & Next Steps

The Crest Canyon project will begin in October 2025 after the City's construct contract is executed (pending Council approval), a Notice to Proceed is issued, and SDG&E has assigned an inspector. SDG&E will return to the City with an agreement and initial invoice for their work once they obtain fixed bids, which they anticipate to occur soon.

The project duration for City construction is estimated to be 350 calendar days and completion is expected in October 2026. Following the City contractor's phased work, the homeowners will be required to install their portion of the service laterals and upgrade electrical panels, as necessary, including obtaining SDG&E and City inspector approvals. Extensive coordination has already occurred with residents, and they will have approximately two months to complete their work to connect to the point of connection established by the City's contractor.

Cable and connections, services cutovers, cable poles, and overhead removals by the utility companies will be completed after all homeowners have completed their lateral installations. Overall, the homeowner installations and utility agency work are anticipated to take approximately six to eight months following completion of the City contractor's work with

completion expected in March to May 2027. However, the utility companies will confirm their schedules.

The final item of work is pole removals. Once the utility companies schedule is determined for pole removals, staff will bring to the City Council a final public hearing and adoption of a resolution declaring the date by which all overhead utilities must be removed, as required per Del Mar Municipal Code 23.54.

Property Owner Easements

A few property owners have not signed the documents required for Crest Canyon, which presents risks to certain elements of the project. A property owner on Crest Road has not signed the SDG&E permit to enter (PTE), and there is a risk that they will not proceed with the lateral installation. Accordingly, staff will continue to follow up and proceed with code enforcement actions if necessary.

Two property owners on Oribia Road have not yet signed easements with Spectrum. Staff and Spectrum continue to engage with the property owners and remain hopeful the easements will be secured. It is important to note that Oribia Road is a private road, and there is no public right-of-way available for Spectrum installation. If the easements are not signed, up to seven poles may remain with only Spectrum service, as they are directly connected to three poles located on these two properties. However, the property owners did sign the SDG&E and AT&T easements, allowing those utilities to be undergrounded.

Additionally, a supervisory control and data acquisition (SCADA) pole will remain on Avenida Primavera across from 1507 Crest Road. This pole is required to support existing communications equipment that enhances and extends connectivity with wirelessly controlled equipment. It will be a standalone pole with no overhead wires.

IBank Loan

On June 2, 2025, the Council received a presentation from staff regarding updated Measure Q cashflow information, identified a maximum loan amount of \$11 million to be considered by IBank, and approved the Borrower's Resolution required by IBank for undergrounding financing. On July 23, 2025, IBank approved the City's loan application in an amount up to \$11M with an interest rate of 3.18%. Since then, staff has been working with IBank on the closing documents, pending final determination of the loan amount.

City staff anticipates the recommended final loan amount will be less than \$11 million based on updated cost estimates for both Crest Canyon and Stratford Court North (1B). Staff plans to return to City Council on September 22, 2025, to present the updated cash flow modeling and final recommended loan amount, which will also incorporate SDG&E's updated cost for Crest Canyon based on their fixed bid process, the results of which should be provided to the City shortly.

Staff is bringing the construction contract and related task orders to Council in advance of the final loan amount being determined to avoid delays related to the bird nesting season for Crest Canyon, which typically occurs from February through August. It is important to get the contractor started as soon as possible to prevent potential issues in Work Zone 1 (San

Dieguito Drive and Oribia Road). As noted above, the City has already been approved for a loan up to \$11M, so there is no financial risk to the City in awarding the contract in advance of finalizing the loan amount.

Undergrounding Program Advisory Committee (UPAC) Recommendation

On September 3, 2025, UPAC held a special meeting to receive a presentation from staff regarding the outcome of the bid process, bids received and range of costs, Tri-Group's withdraw request, lowest responsive bid, and next steps in the process. A copy of the presentation, engineer's estimate for Crest Canyon, and project budget overview was provided to the committee in advance of the meeting. UPAC unanimously voted to recommend that the City Council award the contract to TC Construction and proceed with the Crest Canyon project. The Committee also expressed support for the Council to proceed timely with finalizing the IBank final loan amount and completing the loan process.

FISCAL IMPACT:

Council approval of the recommended action will award a construction contract and authorize task orders totaling \$8,747,960 for Crest Canyon, and will authorize \$6,886,465 in unexpended funds from the prior year to be carried over to FY 2025-26, which will ensure sufficient funds are available in the project budget to cover these costs. An updated cash flow and detailed total project costs will be presented to the City Council on September 22, 2025.

ENVIRONMENTAL IMPACT:

Pursuant to requirements of the California Environmental Quality Act (CEQA), a Notice of Exemption was filed for both the Utility Undergrounding District X1A - Crest Canyon Undergrounding District Project (State Clearinghouse No. 2024101301) and the San Dieguito Drive Project (State Clearinghouse No. 2024100309). Both projects were adopted by Council on October 7, 2024. The construction contract and task orders being considered for construction work falls under the scope of work considered under both exemptions. Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is necessary in that there have been no substantial changes proposed involving new significant effects or an increase in the severity of previously identified effects; no substantial changes have occurred with respect to the circumstances under which the project is being adopted; and no new information has demonstrated that new significant effects will occur.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority and the San Dieguito Drive Improvements is identified as a Tier 2 priority for Fiscal Year 2025-2026.

ATTACHMENTS:

- Attachment A - Contract with TC Construction Company, Inc. for the Crest Canyon Conversion (UUD X1A) Project
- Attachment B - Utility Specialists Southwest, Inc. Task Order for Construction Management and Support Services
 - Exhibit A to Attachment B – UUD X1A Services Scope of Work
- Attachment C - NOVA Services, Inc. Task Order for Geotechnical Services
 - Exhibit A to Attachment E – UUD X1A Services Scope of Work
- Attachment D - HELIX Environmental Planning, Inc. Task Order for Environmental Monitoring Services
 - Exhibit A to Attachment E – UUD X1A Services Scope of Work
- Attachment E - UP Citywide Map
- Attachment F - UUD X1A Crest Canyon Map
- Attachment G - Tri-Group Bid Withdrawal
- Attachment H - TC Construction Company's Bid
- Attachment I - UUD X1A Crest Canyon City Cost Estimate
- Attachment J - UUD X1A Crest Canyon Project Budget

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 **TC Construction Company, 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 **Crest Canyon Conversion (UUD X1A) 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 all City, State, and Federal laws in the performance of this Contract.
- 1.5 The Contractor shall pay wages to the Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Department of Industrial Relations of the State of California. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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. 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

- 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 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 **CREST CANYON CONVERSION (UUD X1A)** in a time period not to exceed **three hundred fifty (350)** calendar days, unless remobilization is required, 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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

supersede notice requirements otherwise provided by the Contract for the filing of claims.

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.
 3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.
 4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directives 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 To the fullest extent of the law, 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, agents, and each and every individual property owner where the Work is to be performed (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. However, any obligations to indemnified the City

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

and its indemnified parties shall not apply where such liability or claims are a result of willful misconduct or active negligence as determined by a court of competent jurisdiction. These obligations survive the termination of completion of the Work.

The duty to defend the City is a separate obligation on the part of the Contractor. The Contractor agrees that its duty to indemnify arises upon an allegation of liability based upon the performance or lack of performance under this Agreement and adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend. This and all other indemnity obligations related to this Agreement shall survive the termination of this Agreement and shall remain in effect for as long as the underlying claim or action remains viable.

- 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.
- 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 the Work, blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions and the Certificate of Insurance shall include each individual homeowner as indicated by the City prior to the commencement of the Work.
- 11.2 The Contractor shall maintain the following coverage:
 - A. Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

- \$500,000 for Bodily Injury – each accident
 - \$500,000 for Bodily Injury by disease – policy limits
 - \$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

of subrogation in favor of the City, SDG&E, AT&T, and Spectrum, their affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

- B. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit;
\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;
\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;
\$2,000,000 Products/Completed Operations Aggregate limit;
\$1,000,000 each occurrence limit for Products/Completed Operations;
\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

The Commercial General Liability insurance policy must:

1. Include the City, SDG&E, AT&T, and Spectrum, their affiliates, their agents, and their directors, officers, consultants and their subconsultants, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to the City. The Additional Insured endorsement may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided prior to starting the work of this Agreement and within 60 days of each Commercial General Liability policy renewal;
 2. Include a waiver of subrogation in favor of the City, SDG&E, AT&T, and Spectrum, their affiliates, and their directors, officers and employees; and
 3. Be primary and non-contributory with respect to any insurance or self-insurance that is maintained by the City, SDG&E, AT&T, and Spectrum.
- C. Business Automobile Liability insurance with vehicle liability and property damage insurance limits in the amount of not less than \$2,000,000 for one

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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.

D. Umbrella/Excess Liability insurance with limits of at least

\$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by the City, SDG&E, AT&T, and Spectrum.

- 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, prior to expiration of any insurance policy required in this Section, and for any coverage maintained in a "claims-made" policy for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and with respect to any coverage maintained in a "claims-made" policy for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement. The insurance policy 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 and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed.
- 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

- 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.
- 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, SDG&E, AT&T, homeowners along the utility easement, and Spectrum, and their officers, consultants and their subconsultants, 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, SDG&E, AT&T, and Spectrum, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, SDG&E, AT&T, and Spectrum, and their 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

TC Construction Company, Inc.
Attn: Austin Cameron
10540 Prospect Ave
Santee, CA 92071
acameron@tcincsd.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 **seven hundred dollars (\$700.00)** 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 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, and Technical Provisions
9. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
10. Addenda and approved Change Orders

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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.

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.

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

TC CONSTRUCTION COMPANY, INC.,
a California Corporation

By: _____
Ashley Jones, City Manager

By: _____
Austin Cameron, President

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 TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

ATTACHMENT A – SCOPE OF WORK

Contractor shall refer to [Crest Canyon Conversion \(UUD X1A\) Del Mar Undergrounding Project Specifications and Drawings](#) for the description of the scope of work to be performed.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

ATTACHMENT B – PROPOSAL/BID SCHEDULE/SCHEDULE OF VALUES

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE “A” (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$290,000.00	\$290,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	\$200,000.00	\$200,000.00
3	CONSTRUCTION STAGING	1	LS	\$50,000.00	\$50,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	\$200,000.00	\$200,000.00
5	POTHOLING	1	LS	\$260,000.00	\$260,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	\$150,000.00	\$150,000.00
7	PROTECED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS	\$90,000.00	\$90,000.00
8	AS-BUILT DRAWINGS	1	LS	\$5,000.00	\$5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	\$50,000.00	\$50,000.00
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA	\$1,000.00	\$3,000.00
11	REMOVE AND REINSTALL MAILBOX	2	EA	\$1,000.00	\$2,000.00
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$220,000.00	\$220,000.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	\$3,175,000.00	\$3,175,000.00
14	INSTALL DB 2” CONDUITS	1	LS	\$400.00	\$400.00
15	INSTALL DB 3” CONDUITS	1	LS	\$46,000.00	\$46,000.00
16	INSTALL DB 4” CONDUITS	1	LS	\$95,000.00	\$95,000.00

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS	\$1,500.00	\$1,500.00
18	INSTALL 3309 HANDHOLES	6	EA	\$1,500.00	\$9,000.00
19	INSTALL 3313 HANDHOLES	28	EA	\$4,200.00	\$117,600.00
20	INSTALL 3314 HANDHOLES	7	EA	\$16,000.00	\$112,000.00
21	INSTALL 3315 HANDHOLES	9	EA	\$19,000.00	\$171,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$50,000.00	\$50,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	\$750.00	\$16,500.00
24	INSTALL 2" AT&T CONDUIT	1	LS	\$29,000.00	\$29,000.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$125,000.00	\$125,000.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	\$3,900.00	\$120,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	\$4,500.00	\$99,000.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	\$4,500.00	\$22,500.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	\$8,600.00	\$60,200.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	\$1,000.00	\$2,000.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	\$2,000.00	\$30,000.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	\$2,200.00	\$52,800.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	\$77,000.00	\$77,000.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	\$24,000.00	\$24,000.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$375.00	\$5,250.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	\$375.00	\$1,875.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	\$375.00	\$10,125.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	\$375.00	\$5,625.00

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$750.00	\$750.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	\$550.00	\$4,400.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	\$10,000.00	\$10,000.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	\$1,599.16	\$9,594.96
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	\$50,000.00	\$50,000.00
44	STONE VENEER RETAINING WALLS	280	SF	\$675.00	\$189,000.00
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$600,000.00	\$600,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS	\$15,000.00	\$15,000.00
47	REPLACE AC DIKE PER SDRSD G-5	144	LF	\$50.00	\$7,200.00
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF	\$200.00	\$9,600.00
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF	\$175.00	\$22,400.00
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	\$15,000.00	\$15,000.00
51	BOLLARDS PER SDRSD WM-04	43	EA	\$850.00	\$36,550.00
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS	\$150,000.00	\$150,000.00
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	\$30,000.00	\$30,000.00
BASED BID SCHEDULE "A" TOTAL					\$7,128,769.96

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = \$7,128,769.96

Bid Items (SCHEDULE A) in Words: SEVEN MILLION, ONE HUNDRED TWENTY-EIGHT THOUSAND, SEVEN HUNDRED SIXTY-NINE Dollars

and NINETY-SIX Cents

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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.(optional): _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 **TC Construction Company, Inc.** ("Principal") a contract for the work described as **Crest Canyon Conversion (UUD X1A)**; 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 TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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 TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

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:

CREST CANYON CONVERSION (UUD X1A)

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

hereinabove described or pertaining or relating to the furnishing of labor, materials, or 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)

Signature of Attorney-In-Fact

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND TC CONSTRUCTION COMPANY, INC.
FOR CREST CANYON CONVERSION (UUD X1A)**

(Attach required acknowledgements)

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)



4429 Morena Boulevard
San Diego, California 92117
858.581.2250

6/20/2025

City of Del Mar Undergrounding Program - Task Order #03e - District X1A Crest Services During Construction

Task Order #03e includes construction management and support services for City construction and coordination services for utility agency construction and homeowner laterals through completion of construction for District X1A assuming total of 18 months construction from notice to proceed.

Utility Specialists & KCM Hourly Assumptions

Task Order #03e Services - District X1A Crest Services During Construction										
Item #	Description	US Principal	KCM Principal	US Sr. PM	KCM Sr. PM	US Asst PM	KCM PM	KCM PC	Fuscoe	Total Cost
1	Construction Support									
a	Contract Administration: Invoice and Change Order review and processing (Based on 18 mos. Construction)				120.0		40.0	20.0		\$32,300
b	Construction Administration and Oversight: Daily construction monitoring and documentation, photo documentation, site observations, and documenting compliance with contract documents and specifications, Requests for Information (RFI) and Submittal management, weekly meetings, full time presence onsite during City Contractor construction, part time presence onsite during homeowner and utility agency construction, and increased communications and lateral coordination with homeowners and utility agency coordination. (Based on 18 mos. Construction - 49 weeks full time site presence and 29 weeks part time)	32.0		60.0	240.0		2295.0	52.0		\$470,245
c	Project status tracking and database updates during construction (Based on 18 mos. Construction)				80.0		117.0	24.0		\$38,355
d	Project Accounting Support: Verification of invoices, lien release review, prevailing wage (Based on 18 mos. Construction)				80.0		48.0	40.0		\$27,800
e	Budget and Schedule Monitoring (Based on 18 mos. Construction)				80.0			12.0		\$16,740
f	Staking/Engineer's Const. Admin. services & RFI responses (Based on 18 mos. Construction)								\$35,000	\$35,000
g	Allowance for miscellaneous tasking as requested by City staff.	4.0		16.0	40.0	8.0	40.0			\$19,400
h	Closeout Services: Punchlist development and management, record drawings				24.0		60.0	8.0	\$7,500	\$23,440
Subtotal Other Services		36.0	0.0	76.0	664.0	8.0	2,600.0	156.0	\$42,500	\$663,280
Total Overall Hours		36.0	0.0	76.0	664.0	8.0	2,600.0	156.0		
Average Hours per Week (based upon 18 month schedule)				1.1	8.5		33.3	2.0		
Rate Per Hour		\$190	\$215	\$180	\$195	\$120	\$175	\$95		
Total Cost		\$6,840	\$0	\$13,680	\$129,480	\$960	\$455,000	\$14,820	\$42,500	
Subtotal Estimated Cost During Construction										
Total Estimated Cost for Task Order #03e - District X1A Estimated Costs During Construction										\$663,280

Exclusions

Attendance at Meetings/Hearings not Specifically Included
 Notifications to property owners regarding consequences of refusing to underground
 Participation in enforcement actions on homeowners refusing to underground
 Management of private lateral undergrounding excluded – assumes coordination only
 Communications Subconsultant Support - to be provided by City Consultant
 Storm Water Compliance Services; Weekly, REAP and Quarterly site inspections by QSP

Social Media Development, Operations - Assume by City
 Graphic Design will be a Reimbursable Expense
 Direct Mail will be a Reimbursable Expense
 GIS Support and GIS Exhibits
 City geotechnical and structural inspections and testing



AUTHORIZATION TO PERFORM SERVICES

Martin Boyd | Principal Engineer
City of Del Mar Public Works Department
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

June 24, 2025

Project: District X1A Crest Canyon Conversion Improvement Plan
San Dieguito Drive
Del Mar, California

Dear Martin:

This agreement is between NOVA Services, Inc., herein referenced as (NOVA) and The City of Del Mar, herein referenced as (Client).

The following is an estimate of the work to be performed and associated fees.

Estimated Fees

GEOTECHNICAL STAFF, REPORTS, AND LABORATORY TESTING			
GEOTECHNICAL SERVICES	Quantity	Per Hour / Each	Total
Soils Technician - per hour	688	\$ 120.19	\$ 82,690.72
Nuclear Density Gauge, per day	90	\$ 40.00	\$ 3,600.00
Geotechnical Supervisor - per hour	15	\$ 125.00	\$ 1,875.00
Senior Engineer/Geologist - per hour	25	\$ 180.00	\$ 4,500.00
Subtotal:			\$ 92,665.72
LABORATORY TESTING	Quantity	Per Hour/Each	Total
Compaction Curve - each	12	\$ 240.00	\$ 2,880.00
Sieve Analysis, with Wash - each	4	\$ 135.00	\$ 540.00
Hveem Stability and Unit Weight - each	8	\$ 350.00	\$ 2,800.00
R-Value - each	4	\$ 300.00	\$ 1,200.00
Subtotal:			\$ 7,420.00
ESTIMATED GEOTECHNICAL OBSERVATION AND TESTING SUBTOTAL: \$ 100,085.72			
PROJECT SUPPORT SERVICES			
Word Processing/Administration	22	\$ 65.00	\$ 1,430.00
Monthly MetaField Reporting - per month	11	\$ 375.00	\$ 4,125.00
ESTIMATED PROJECT SUPPORT SERVICES SUBTOTAL:			\$ 5,555.00

(CONTINUED NEXT PAGE)



June 24, 2025

SPECIAL INSPECTION AND LABORATORY MATERIALS TESTING			
SPECIAL INSPECTION SERVICES	Quantity	Per Hour/Each	Total
Special Inspector (Concrete, Masonry) - per hour	80	\$ 123.47	\$ 9,877.60
Principal Engineer (Report Review/Consultation/Meetings) - per hour	5	\$ 200.00	\$ 1,000.00
Subtotal:			\$ 10,877.60
LABORATORY MATERIALS TESTING	Quantity	Per Hour/Each	Total
Concrete Cylinder Compression Test (4x8) - each	25	\$ 30.00	\$ 750.00
Composite Prism Masonry Unit - each	3	\$ 185.00	\$ 555.00
Compression Test, Mortar, Grout - each	24	\$ 40.00	\$ 960.00
Pick-Up/Delivery - per trip	10	\$ 85.00	\$ 850.00
Subtotal:			\$ 3,115.00
ESTIMATED INSPECTION AND MATERIAL TESTING SUBTOTAL:			\$ 13,992.60
ESTIMATED PROJECT TOTAL:			\$ 119,633.32

This is a time and materials estimate. NOVA is assuming 208 total days of construction of which we will have a technician on site approximately 60% of that time. The total quantities of our services will be directly dependent on the contractor's schedule. Our services will be billed in accordance with Professional Services Agreements for As-Needed Geotechnical Services, dated November 19, 2022, between the City of Del Mar and NOVA Services, Inc.

NOVA appreciates the opportunity to be of continued service. Should you have any questions regarding this authorization or other matters, please do not hesitate to contact the undersigned at 619.922.6889.

Respectfully submitted,
NOVA Services, Inc.



 Dave Wozniak
 Operations Manager



 Andrew Neuhaus, PG, CEG
 Senior Engineering Geologist



CITY OF DEL MAR

September 8, 2025

HELIX Environmental Planning, Inc.
Attn: Beth Ehsan
7578 El Cajon Blvd.
La Mesa, CA 91942
BethE@helixepi.com

SENT VIA EMAIL

RE: TASK ORDER & NOTICE TO PROCEED FOR THE UTILITY UNDERGROUND DISTRICT X1A (CREST CANYON) – ENVIRONMENTAL MONITORING SERVICES (ACCOUNT 02.7000.7203)

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the As-Needed Environmental Consulting Services Agreement between the City of Del Mar and HELIX Environmental Planning, Inc. (Consultant), the term for which is October 1, 2021, to September 30, 2026.

Consultant shall execute tasks related to the Utility Underground District X1A (Crest Canyon), as described in the Consultant’s proposal dated June 30, 2025, and included as Exhibit A to this Task Order. The project cost for this task order shall not exceed **\$123,400**, unless a task order amendment is authorized by the City Manager for extended consulting services. The project schedule shall commence upon execution of this Task Order and be completed by April 2027, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A. The task order is subject to a contract extension for work beyond the initial contract term.

The primary contact for this Task Order and invoicing is Martin Boyd, Principal Engineer, who can be reached at mboyd@delmar.ca.us and (858) 375-9531. Please sign and return a copy of this Task Order electronically through OneSpan, the City’s electronic document routing program. Please contact Management Analyst Denise Galvan at dgalvan@delmar.ca.us or (858) 704-3657 with any questions about executing this Task Order amendment.

Approved by:

Accepted by:

Ashley Jones
City Manager

Date

Andrea S. Bitterling
Planning Division Manager

Date

cc: Joe Bride, Public Works Director
Martin Boyd, Principal Engineer
Polly Robertson, Management Analyst

Exhibit A: HELIX Environmental Planning, Inc. - UUD X1A Environmental Monitoring Services Scope of Work

HELIX Environmental Planning, Inc.
 7578 El Cajon Boulevard
 La Mesa, CA 91942
 619.462.1515 tel
 619.462.0552 fax
www.helixepi.com



June 30, 2025

01197.00008.000

Martin Boyd
 Principal Engineer
 City of Del Mar Public Works Department
 2240 Jimmy Durante Boulevard
 Del Mar, CA 92014
 858-375-9531 | mboyd@delmar.ca.us

Subject: Task Order Proposal to Provide Environmental Monitoring Consulting Services for the UUD X1A (Crest Canyon) Project

Dear Mr. Boyd:

HELIX Environmental Planning, Inc. (HELIX) is submitting this proposal (Proposal) to the City of Del Mar Public Works Department (Client) to provide environmental monitoring consulting services for the UUD X1A (Crest Canyon) Project (project) located in the City of Del Mar (City), San Diego County (County), California. This Proposal provides a Scope of Services under our existing Professional Services Agreement for As-Needed Environmental Consulting Services (Contract) dated October 1, 2021.

SCOPE OF SERVICES

Task 1: Archaeological and Native American Monitoring

HELIX will provide archaeological and Native American monitoring for the project. The proposed scope of work is as follows: attend a pre-construction meeting to explain the requirements of the monitoring program; provide an archaeological and Native American monitor for all trenching activities in soils with a potential for containing cultural material (e.g., not modern fill or formational material) along San Dieguito Drive, immediately adjacent to the lagoon; project scheduling, subconsultant coordination, and other general project coordination tasks; and prepare a report documenting the methods and results of the monitoring program for submittal to the City. For budgeting purposes, it is assumed that 2,200 feet of trench will require monitoring for an estimated 44 days of monitoring, based on an assumption of approximately 50 feet of pipeline trenched per day. A 6-hour day is assumed for the archaeological and Native American monitors, which assumes ground disturbances to be occurring for approximately 4 to 5 hours each day and one additional hour to account for travel time and daily notes. As a subcontractor to HELIX, Red Tail Environmental will provide Native American cultural monitoring.

In the event that previously unidentified archaeological or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert

or temporarily halt ground disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored trenching can proceed.

Task 2: Biological Construction Monitoring

Under this task, HELIX shall conduct weekly construction monitoring to monitor environmental compliance and help ensure the project construction operating procedures and BMPs are implemented and maintained, as described in the *Biological Resources Letter Report* (BRL) prepared for the project (Busby Biological Services, 2021).

HELIX will prepare a Worker's Education Awareness Program (WEAP) brochure and provide the PDF file and up to 20 hard copies to Client for distribution to project personnel. HELIX will attend one pre-construction meeting to present the WEAP training. The WEAP brochure will contain biological information and photographs of the sensitive biological resources on the project site. It will also contain a summary of the general restrictions during construction, requirements before commencing and after work finishes each day, and contact information for biological and cultural monitors, as well as the Designated Biologist. HELIX assumes Client will provide the WEAP brochure to project personnel who miss the pre-construction meeting.

Biological monitoring will occur during vegetation trimming and removal, and construction activities within sensitive habitats of the San Dieguito Lagoon and Crest Canyon Open Space. For cost estimate purposes, a 44-week construction monitoring period has been assumed with weekly monitoring visits for a total of up to 230 hours of Biologist III time, for attending a pre-construction meeting and ongoing biological construction monitoring. Following construction, the qualified biologist shall survey the project work areas to verify that authorized limits of work were not exceeded. Any issues with compliance will be shared with the City and the construction contractor by email following the visit. Following the completion of construction, a brief post-construction letter report documenting biological monitoring during the project will be submitted via email to the City.

Task 3 Post-Construction Monitoring and Reporting Plan

A HELIX biologist with experience in the restoration of salt marsh and southern willow scrub habitats will prepare a post-construction monitoring and reporting plan to document and monitor sensitive biological resources temporarily impacted by project activities at the six poles covered by the Coastal Development Permit De Minimis Waiver. The plan will estimate impacts expected during construction and describe the methods to document site conditions before construction, within 30 days after construction, and approximately one year after construction to confirm revegetation of at least 90 percent of the pre-impact native cover in areas impacted by pole removal and/or other project-related activities. HELIX will submit the draft plan to the City via email in Word and PDF format, make one round of revisions per City comments, and submit the final plan to the City via email. Additional revisions would require a contract augment.

Due to the small size of the impact areas and the non-invasive nature of the impacts, HELIX assumes that native plant hydroseeding to be installed by the contractor as part of the project design will be sufficient for restoration without adding container plantings or temporary irrigation. HELIX could

perform additional seeding, planting, or other landscape installation or maintenance work under a contract augment if required.

This task also includes monitoring and reporting under the plan. Under this task, HELIX will conduct up to nine monitoring visits, including visits pre-construction, post-construction, during seeding, and periodic visits during the one-year monitoring period. Monitoring will include quantitative sampling of percent cover at the beginning and end of the monitoring period. Photos will be taken before and after construction and at the end of the monitoring period. HELIX will prepare a final report within 45 days after the end of the one-year monitoring period to document the recovery of temporarily impacted areas. HELIX will submit the draft plan to the City via email in Word and PDF format, make one round of revisions per City comments, and submit the final plan to the City via email. Additional monitoring or revisions would require a contract augment.

Task 4 (Optional) Pre-construction Nesting Bird Survey

If avoidance of the bird breeding/nesting season (February 1 through August 31) is not feasible, then a qualified HELIX biologist will conduct a pre-construction survey within seven days before the start of work to search for nesting birds within project work areas and the surrounding 300 feet, where feasible. If the surveys conclude no active nesting, the work may resume as planned. If project activities are delayed or suspended for more than seven days during the breeding season, surveys shall be repeated prior to re-initiating work. If results of a bird survey identify active nesting birds within or adjacent to project work areas, an appropriate nest buffer (i.e., work avoidance area) shall be established by the qualified biologist, and if feasible, fenced or demarcated to restrict access in the buffer. Buffer distances may include, but shall not be restricted to, 25 feet around nests of common, non-listed birds and 300 feet around nests of sensitive, listed birds. Each of these buffers may be reduced, if appropriate, and as directed by a qualified biologist. The reduction in no-work buffers shall be approved by the City before implementation. Each nest avoidance buffer zone shall not be disturbed until a qualified biologist has determined that the young have fledged, or the nest has otherwise become inactive. HELIX will provide the Client with a memo documenting the results of the nesting bird survey. Two nesting bird surveys are assumed in case of project delays. If additional surveys are needed, an augment will be required.

Task 5 (Optional) Noise Monitoring

If construction activities (i.e., those potentially exceeding 60dBa hourly average, such as trenching, excavating, paving, etc.) adjacent to the San Dieguito Lagoon and Crest Canyon Open Space are not completed before the breeding season for coastal California gnatcatcher (March 1 through August 30), light-footed Ridgway's rail (April 1 through August 31), and Belding's savannah sparrow (February 15 through June 30), and these species are found present during the preconstruction surveys, then appropriate noise attenuation measures shall be implemented to reduce construction noise levels at the edge of occupied habitat. Noise levels shall be recorded by a qualified noise specialist, and intermittent monitoring shall be conducted by a qualified biologist to ensure project-generated noise does not exceed 60dBa hourly average unless ambient noises exceed 60dBa for which construction can proceed up to the ambient noise level. This task assumes the equivalent of up to 12 hours of Senior Noise

Specialist and 20 hours of Biologist III time; additional noise monitoring work would require a contract augment.

SCHEDULE

HELIX will continue to work with the Client in a timely and professional manner in accordance with the original Contract. Commencement of schedule is dependent on task order authorization.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$123,400 (a breakdown of which is provided below). All work shall be invoiced on a time-and-materials basis and payment terms are pursuant to the Contract.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Archaeological and Native American Monitoring	\$56,800
2	Biological Construction Monitoring	38,700
3	Post-Construction Monitoring and Reporting Plan	18,300
4	(Optional) Pre-construction Nesting Bird Survey	4,300
5	(Optional) Noise Monitoring	<u>5,300</u>
	TOTAL without Optional Tasks	113,800
	TOTAL with Optional Tasks	\$123,400

ASSUMPTIONS AND ADDITIONAL LIMITATIONS

The following assumptions and limitations are a material component of this Scope of Services.

- Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, biological surveys, and/or permit preparation and processing not specifically described above (“additional work”) are not included within the scope of services required of HELIX under this Agreement.
- Proposal assumes 44 (6-hour) days of monitoring by a HELIX archaeologist and Native American monitor from Red Tail Environmental. If HELIX finds that we can cut back on the monitoring hours and still be confident of not harming cultural resources, we will do so. However, if additional monitoring is required, a contract augment will be needed. We will notify you immediately if monitoring is expected to take longer than anticipated under this scope.
- No archaeological and Native American monitoring will be required for the post-construction monitoring and reporting plan for the removal of six utility poles, per the California Coastal Commission waiver dated May 16, 2025. No ground disturbance for the removal of the poles will take place.

- If cultural material is encountered during monitoring, it will need to be documented and collected; additional excavation or other research may be required, which may result in additional costs. We will notify you immediately if cultural material is encountered.
- If archaeological material is collected, it may need to be curated at the San Diego Archaeological Center at additional cost to Client, and Client will be notified of these costs immediately.

EXECUTION OF TASK ORDER

This quote is good for 30 days from the date of this letter. This Proposal will become a new task order under the Contract upon HELIX's receipt of approval/notice to proceed signed by an authorized representative.

We look forward to continuing our work with you. If you have any questions concerning this Proposal, please call your Project Manager, Shelby Castells or me at (619) 462-1515.

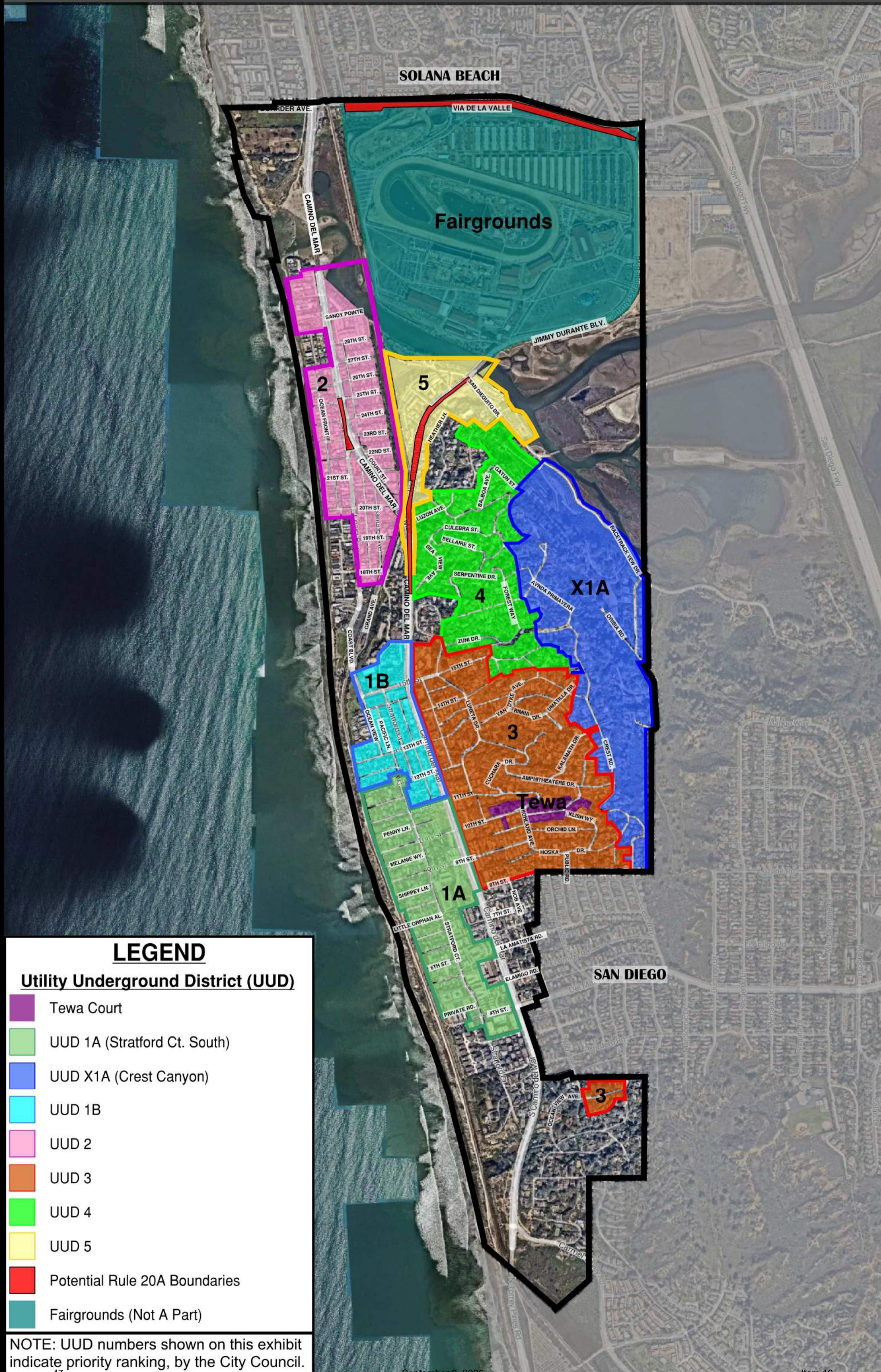
Sincerely,



Stacie Wilson
Cultural Resources Group Manager

Citywide Utility Undergrounding Map

ATTACHMENT E



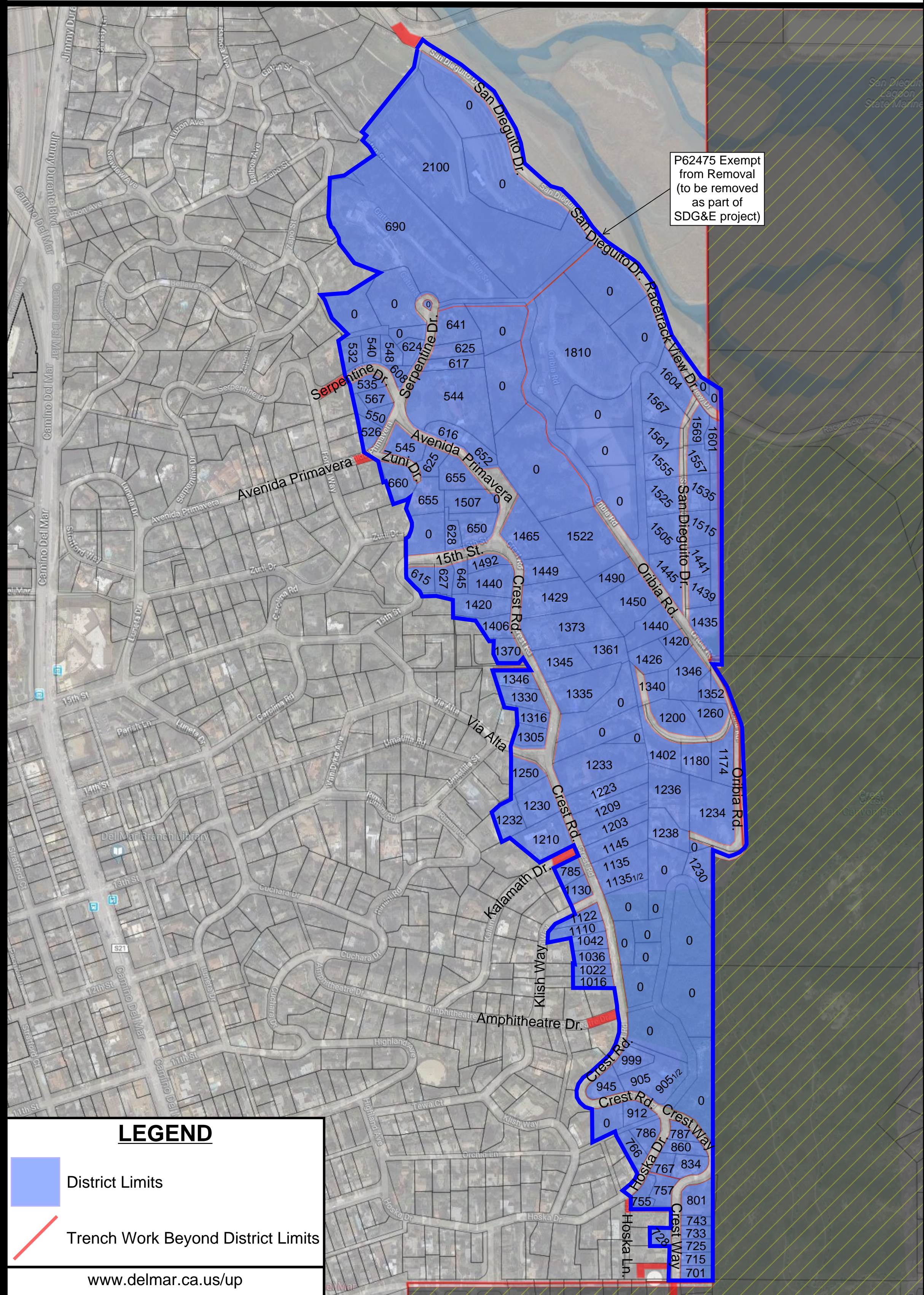
LEGEND

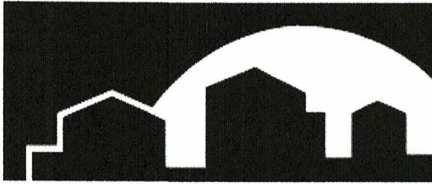
Utility Underground District (UUD)

- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

Utility Undergrounding District (UUD X1A) - Crest Canyon





TRI-GROUP
Construction and Development, Inc.
Lic. No. 792159

August 27, 2025

Send via email to mboyd@delmar.ca.us

Sept. 2, 2025, (updated)

Send via email to mboyd@delmar.ca.us

**Martin Boyd, Principal Engineer
City of Del Mar
1050 Camino Del Mar
Del Mar CA 92014**

**Project: CREST CANYON CONVERSION (UD X1A) DEL MAR
UNDERGROUNDING PROJECT**

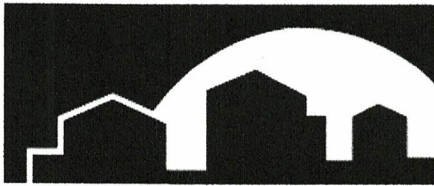
**Subject: BID WITHDRAWAL per INFORMATION AND INSTRUCTIONS FOR
BIDDERS**

As per Subsection “RELIEF OF BIDDER” of the INFORMATION AND INSTRUCTIONS FOR BIDDERS on page B1-5 of the Project Specifications, Tri-Group Construction and Development, Inc. (Tri-Group) submitted to the City of Del Mar (City) on August 27, 2025, the 1st day after Bid date of August 27, 2025, a formal bid withdrawal due to a clerical error, and updated today, Sept. 2, 2025, the 3rd day after the bid opening date.

Due to the bid difference between Tri-Group’s Base Bid and the 2nd lowest Base Bid of about 18%, Tri-Group was required per our bonding company’s request, to re-examine our bid estimate for clerical errors. After full examination of our bid, we found a clerical error explained below.

Explanation of the Clerical Error:

While adding up our subcontractor’s, HP Communication’s itemized total (see attached), on a solely human clerical error, Tri-Group staff plugged in \$5,000 LS for item No. 13 (\$4,340 + \$660 for GC’s markup) instead of the correct amount of \$5,000,000 LS (4,340,000 + \$660,000 for GC’s markup), an error of a difference of \$4,995,000 Please be assured that this error was unintentional and 100% a human error.



TRI-GROUP
Construction and Development, Inc.
Lic. No. 792159

We have forwarded HP Communication's email dated August 26, 2025, that represents their formal sub-bid to Tri-Group for their items and scope of work, including item No. 13.

Our total base bid would have totaled \$11,016,860.00 instead of \$6,021,860.00, if it had been completed correctly without the clerical error. The large amount of the error would cause hardship on Tri-Group to absorb.

Tri-Group is regretfully and formally withdrawing our bid for the subject project due to the above-mentioned clerical error.

Please contact our office at 858-689-0058 for any questions regarding this matter.

Sincerely,

Hani Assi
Vice President & Secretary of Corporation



Hani Assi <hani@trigroupinc.com>

Crest Canyon Conversion (UUD X1A) Del Mar Undergrounding Project

Tom Studdard <Tom.Studdard@hpcomminc.com>

Tue, Aug 26, 2025 at 7:15 AM

To: Hani Assi <hani@trigroupinc.com>

Cc: Tobias Anderson <Tobias.Anderson@hpcomminc.com>, Mike Costello <Mike.Costello@hpcomminc.com>

Good morning Hani. Here is the quote for our portion of the work you would like us to do. I also adding paving in case you would like for us to handle it all and you don't need to look for a second sub for it. Let me know if you need us to give you a price for the full street paving as well.

Thanks,

**Thomas Studdard***Project Manager**San Diego***HP Communications, Inc.****C: 951-591-1945**

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE "A" (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMObILIZATION	1	LS	\$10,000.00	\$10,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS		
3	CONSTRUCTION STAGING	1	LS		
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS		
5	POTHOLING	1	LS	\$387,000.00	\$387,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS		
7	PROTECED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS		
8	AS-BUILT DRAWINGS	1	LS	\$5,000.00	\$5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS		
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA		
11	REMOVE AND REINSTALL MAILBOX	2	EA		
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	\$247,500.00	\$247,500.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	\$4,340,000	\$4,340,000
14	INSTALL DB 2" CONDUITS	1	LS	\$2,000.00	\$2,000.00
15	INSTALL DB 3" CONDUITS	1	LS	\$62,000.00	\$62,000.00
16	INSTALL DB 4" CONDUITS	1	LS	\$62,000.00	\$62,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS		
18	INSTALL 3309 HANDHOLES	6	EA	\$900.00	\$5,400.00
19	INSTALL 3313 HANDHOLES	28	EA	\$2,500.00	\$70,000.00
20	INSTALL 3314 HANDHOLES	7	EA	\$5,000.00	\$35,000.00
21	INSTALL 3315 HANDHOLES	9	EA	\$6,000.00	\$54,000.00
22	INSTALL 3316 HANDHOLES	1	EA	\$7,500.00	\$7,500.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	\$1,950.00	\$42,900.00
24	INSTALL 2" AT&T CONDUIT	1	LS	\$7,374.00	\$7,374.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	\$49,362.00	\$49,362.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	\$900.00	\$27,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	\$1,100.00	\$24,200.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	1,250.00	\$6,250.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	\$1,500.00	\$10,500.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	\$300.00	\$600.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	\$225.00	\$3,375.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	\$190.00	\$4,560.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	\$68,596.00	\$68,596.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	\$3,594.00	\$3,594.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	\$200.00	\$2,800.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	\$225.00	\$1,125.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	\$275.00	\$7,425.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	\$350.00	\$5,250.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	\$900.00	\$900.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	\$625.00	\$5,000.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	\$10,200.00	\$10,200.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	\$900.00	\$5,400.00
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	\$27,000.00	\$27,000.00
44	STONE VENEER RETAINING WALLS	280	SF		
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	\$810,000.00	\$810,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS		
47	REPLACE AC DIKE PER SDRSD G-5	144	LF		
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF		
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF		
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS		
51	BOLLARDS PER SDRSD WM-04	43	EA		
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS		
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS		
BASED BID SCHEDULE "A" TOTAL					

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = _____

Bid Items (SCHEDULE A) in Words: _____ Dollars

and _____ Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE "B" (SAN DIEGUITO DRIVE IMPROVEMENTS) (ALTERNATE NO. 1)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1.1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	1	LS		
1.2	CLEARING AND GRUBBING AND DEMOLITION	1	LS		
1.3	TRAFFIC CONTROL IMPLEMENTATION	1	LS		
1.4	CONSTRUCTION STAGING	1	LS		
1.5	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS		
1.6	CONSTRUCTION SURVEY STAKING	1	LS		
1.7	RECORD DRAWINGS (AS-BUILTS)	1	LS		
REMOVALS, RELOCATIONS, AND ADJUSTMENTS IMPROVEMENTS					
1.8	FULL DEPTH AC REMOVAL (9.5 INCHES MINIMUM)	20,163	SF		
1.9	REMOVE AND REINSTALL MAILBOX	8	EA		
1.10	REMOVE EXISTING AC BERM / DIKE / CURB	40	LF		
1.11	REMOVE AND REINSTALL WOODEN FENCE	100	LF		
1.12	REMOVE AND REINSTALL METAL FENCE	40	LF		
1.13	REMOVE AND REINSTALL LANDSCAPING BLOCK WALL	140	LF		
1.14	REMOVE STORM DRAIN CURB INLET STRUCTURE	1	EA		
1.15	ADJUST WATER VALVE TO FINISH GRADE	4	EA		
1.16	ADJUST WATER METER BOX TO FINISH GRADE	7	EA		
1.17	RELOCATE WATER METER	1	EA		
1.18	ADJUST GAS VALVE TO FINISH GRADE	2	EA		
1.19	IRRIGATION RELOCATION	1	LS		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.20	MISCELLANEOUS LANDSCAPING REPLACEMENTS	1	LS		
EARTHWORK					
1.21	SITE GRADING (EXPORT)	220	CY		
1.22	REMEDIAL GRADING	1,194	CY		
SURFACE IMPROVEMENTS					
1.23	ASPHALT CONCRETE (AC) PAVEMENT	453	TN		
1.24	AGGREGATE BASE (AB)	375	CY		
1.25	GRAVEL PARKING AREA (4" THICK)	1,924	SF		
1.26	ROLLED CURB AND GUTTER, TYPE A, PER SDRSD G-4A	1,697	LF		
1.27	RESIDENTIAL CONCRETE DRIVEWAY	678	SF		
1.28	ASPHALT CONCRETE DRIVEWAY	1,505	SF		
1.29	CURB AND GUTTER, TYPE G, PER SDRSD G-02	75	LF		
1.30	CURB AND GUTTER, TYPE H, PER SDRSD G-02	235	LF		
1.31	6 INCH CURB PER SDRSD G-01	64	LF		
1.32	MASONRY RETAINING WALL, TYPE 6, PER SDRSD C-06	133	SF		
DRAINAGE IMPROVEMENTS					
1.33	18 INCH RCP STORM DRAIN	16	LF		
1.34	24 INCH RCP STORM DRAIN	41	LF		
1.35	12 INCH PVC PIPE	112	LF		
1.36	CURB INLET, TYPE C, PER SDRSD D-03A/B	2	EA		
1.37	MODULAR WETLAND	2	EA		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.38	SPLASH PAD	1	EA		
TRAFFIC IMPROVEMENTS					
1.39	TRAFFIC SIGN AND POST	9	EA		
1.40	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS		
LANDSCAPING					
1.41	HYDROSEED	1	LS		
BID SCHEDULE "B" (ALTERNATE NO. 1) TOTAL					

BID SCHEDULE "B" (ALTERNATE NO. 1)

Bid Items (SCHEDULE B) in Numbers = _____

Bid Items (SCHEDULE B) in Words: _____ Dollars

and _____ Cents

T C CONSTRUCTION COMPANY, INC.



PROJECT SPECIFICATIONS

for

CREST CANYON CONVERSION (UUD X1A)

DEL MAR UNDERGROUNDING PROJECT

CITY OF DEL MAR

CALIFORNIA

JULY 7, 2025

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

PROPOSAL SUBMITTED BY:

Name of Bidder T C Construction Company, Inc.
Business Address 10540 Prospect Ave Santee CA 92071

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. 1,2 3, and 4; 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 fifteen (15) 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 fifteen (15) 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 nonresponsive 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 bid; 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 bid shall also constitute an endorsement and execution of those certificates and attachments which are a part of this bid.

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).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

I/We agree to construct the City of Del Mar Crest Canyon Conversion (UUD X1A) Project, for the price listed on this proposal sheet.

BASE BID SCHEDULE "A" (CREST CANYON CONVERSION – UUD X1A)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION/DEMobilIZATION	1	LS	290,000.00	290,000.00
2	PREPARE TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	200,000.00	200,000.00
3	CONSTRUCTION STAGING	1	LS	50,000.00	50,000.00
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	200,000.00	200,000.00
5	POTHOLING	1	LS	260,000.00	260,000.00
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	150,000.00	150,000.00
7	PROTECTED TREE SPECIES PROTECTION FENCING AND SIGNAGE	1	LS	90,000.00	90,000.00
8	AS-BUILT DRAWINGS	1	LS	5,000.00	5,000.00
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	50,000.00	50,000.00
10	REMOVE AND REINSTALL TRAFFIC SIGN	3	EA	1,000.00	3,000.00
11	REMOVE AND REINSTALL MAILBOX	2	EA	1,000.00	2,000.00
DRY UTILITY					
12	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	1	LS	220,000.00	220,000.00
13	JOINT TRENCH EXCAVATION AND BACKFILL	1	LS	3,175,000.00	3,175,000.00
14	INSTALL DB 2" CONDUITS	1	LS	400.00	400.00
15	INSTALL DB 3" CONDUITS	1	LS	46,000.00	46,000.00
16	INSTALL DB 4" CONDUITS	1	LS	95,000.00	95,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
17	INSTALL DB 5" CONDUITS	1	LS	1,500.00	1,500.00
18	INSTALL 3309 HANDHOLES	6	EA	1,500.00	9,000.00
19	INSTALL 3313 HANDHOLES	28	EA	4,200.00	117,600.00
20	INSTALL 3314 HANDHOLES	7	EA	16,000.00	112,000.00
21	INSTALL 3315 HANDHOLES	9	EA	19,000.00	171,000.00
22	INSTALL 3316 HANDHOLES	1	EA	59,000.00	59,000.00
23	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	750.00	16,500.00
24	INSTALL 2" AT&T CONDUIT	1	LS	29,000.00	29,000.00
25	INSTALL 4" AT&T TYPE C RIGID CONDUIT	1	LS	125,000.00	125,000.00
26	INSTALL 2'X3' AT&T HANDHOLE	31	EA	3,900	120,900.00
27	INSTALL 2'X3'X3' AT&T HANDHOLE TRAFFIC RATED	22	EA	4,500.00	99,000.00
28	INSTALL 30"X48" AT&T HANDHOLE	5	EA	4,500.00	22,500.00
29	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	8,600.00	60,200.00
30	INSTALL AT&T CMPH PEDESTAL	2	EA	1,000.00	2,000.00
31	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	2,000.00	30,000.00
32	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	2,200.00	52,800.00
33	INSTALL 2" CHARTER CONDUIT	1	LS	77,000.00	77,000.00
34	INSTALL 3" CHARTER CONDUIT	1	LS	24,000.00	24,000.00
35	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	375.00	5,250.00
36	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	375.00	1,875.00
37	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	375.00	10,125.00
38	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	375.00	5,625.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
39	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	750.00	750.00
40	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	550.00	4,400.00
41	INSTALL 2" CROWN CASTLE CONDUIT (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	LS	10,000.00	10,000.00
42	INSTALL 2'X3' MARTIN BRAND 20 K RATED PULL BOX WITH "CROWN CASTLE FOC" STAMP (EXCLUDES MATERIAL FURNISHED BY OTHERS)	6	EA	1,599.16	9,594.96
43	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	1	LS	50,000.00	50,000.00
44	STONE VENEER RETAINING WALLS	280	SF	675.00	189,000.00
SURFACE IMPROVEMENTS					
45	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	1	LS	600,000.00	600,000.00
46	1.5 INCH ASPHALT PAVEMENT GRIND AND OVERLAY AND BERM INSTALL NEAR 1305 CREST RD.	1	LS	15,000.00	15,000.00
47	REPLACE AC DIKE PER SDRSD G-5	144	LF	50.00	7,200.00
48	REPLACE IN KIND CONCRETE DRIVEWAYS	48	SF	200.00	9,600.00
49	REPLACE CROSS GUTTER PER SDRSD G-12	128	SF	175.00	22,400.00
50	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	15,000.00	15,000.00
51	BOLLARDS PER SDRSD WM-04	43	EA	850.00	36,550.00
LANDSCAPING					
52	IRRIGATION REPAIRS	1	LS	150,000.00	150,000.00
53	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	1	LS	30,000.00	30,000.00
BASED BID SCHEDULE "A" TOTAL					7,128,769.96

BID SCHEDULE "A" (BASE BID)

Bid Items (SCHEDULE A) in Numbers = 7,128,769.96

Bid Items (SCHEDULE A) in Words: Seven Million, one-hundred and Twenty-Eight Thousand, ^{seven hundred and} Dollars ^{Ninety-Six}

and Ninety-Six Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE "B" (SAN DIEGUITO DRIVE IMPROVEMENTS) (ALTERNATE NO. 1)

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1.1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	1	LS	160,000.00	160,000.00
1.2	CLEARING AND GRUBBING AND DEMOLITION	1	LS	325,000.00	325,000.00
1.3	TRAFFIC CONTROL IMPLEMENTATION	1	LS	175,000.00	175,000.00
1.4	CONSTRUCTION STAGING	1	LS	20,000.00	20,000.00
1.5	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS	50,000.00	50,000.00
1.6	CONSTRUCTION SURVEY STAKING	1	LS	80,000.00	80,000.00
1.7	RECORD DRAWINGS (AS-BUILTS)	1	LS	5,000.00	5,000.00
REMOVALS, RELOCATIONS, AND ADJUSTMENTS IMPROVEMENTS					
1.8	FULL DEPTH AC REMOVAL (9.5 INCHES MINIMUM)	20,163	SF	2.50	50,407.50
1.9	REMOVE AND REINSTALL MAILBOX	8	EA	1,000.00	8,000.00
1.10	REMOVE EXISTING AC BERM / DIKE / CURB	40	LF	5.00	200.00
1.11	REMOVE AND REINSTALL WOODEN FENCE	100	LF	95.00	9,500.00
1.12	REMOVE AND REINSTALL METAL FENCE	40	LF	200.00	8,000.00
1.13	REMOVE AND REINSTALL LANDSCAPING BLOCK WALL	140	LF	23.00	3,220.00
1.14	REMOVE STORM DRAIN CURB INLET STRUCTURE	1	EA	4,500.00	4,500.00
1.15	ADJUST WATER VALVE TO FINISH GRADE	4	EA	700.00	2,800.00
1.16	ADJUST WATER METER BOX TO FINISH GRADE	7	EA	600.00	4,200.00
1.17	RELOCATE WATER METER	1	EA	2,500.00	2,500.00
1.18	ADJUST GAS VALVE TO FINISH GRADE	2	EA	700.00	1,400.00
1.19	IRRIGATION RELOCATION	1	LS	2,500.00	2,500.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.20	MISCELLANEOUS LANDSCAPING REPLACEMENTS	1	LS	15,600.00	15,600.00
EARTHWORK					
1.21	SITE GRADING (EXPORT)	220	CY	95.00	20,900.00
1.22	REMEDIAL GRADING	1,194	CY	60.00	71,640.00
SURFACE IMPROVEMENTS					
1.23	ASPHALT CONCRETE (AC) PAVEMENT	453	TN	240.00	108,720.00
1.24	AGGREGATE BASE (AB)	375	CY	106.00	39,750.00
1.25	GRAVEL PARKING AREA (4" THICK)	1,924	SF	12.00	23,088.00
1.26	ROLLED CURB AND GUTTER, TYPE A, PER SDRSD G-4A	1,697	LF	110.00	186,670.00
1.27	RESIDENTIAL CONCRETE DRIVEWAY	678	SF	60.00	40,680.00
1.28	ASPHALT CONCRETE DRIVEWAY	1,505	SF	45.00	67,725.00
1.29	CURB AND GUTTER, TYPE G, PER SDRSD G-02	75	LF	108.00	8,100.00
1.30	CURB AND GUTTER, TYPE H, PER SDRSD G-02	235	LF	120.00	28,200.00
1.31	6 INCH CURB PER SDRSD G-01	64	LF	85.00	5,440.00
1.32	MASONRY RETAINING WALL, TYPE 6, PER SDRSD C-06	133	SF	550.00	73,150.00
DRAINAGE IMPROVEMENTS					
1.33	18 INCH RCP STORM DRAIN	16	LF	450.00	7,200.00
1.34	24 INCH RCP STORM DRAIN	41	LF	650.00	26,650.00
1.35	12 INCH PVC PIPE	112	LF	200.00	22,400.00
1.36	CURB INLET, TYPE C, PER SDRSD D-03A/B	2	EA	15,000.00	30,000.00
1.37	MODULAR WETLAND	2	EA	55,000.00	110,000.00

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
1.38	SPLASH PAD	1	EA	1,000.00	1,000.00
TRAFFIC IMPROVEMENTS					
1.39	TRAFFIC SIGN AND POST	9	EA	500.00	4,500.00
1.40	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	10,000.00	10,000.00
LANDSCAPING					
1.41	HYDROSEED	1	LS	12,000.00	12,000.00
BID SCHEDULE "B" (ALTERNATE NO. 1) TOTAL					1,825,040.50

BID SCHEDULE "B" (ALTERNATE NO. 1)

Bid Items (SCHEDULE B) in Numbers = 1,825,040.50

Bid Items (SCHEDULE B) in Words: one million, Eight-hundred and Twenty-Five, and Forty Dollars
and Fifty Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

BID SCHEDULE NOTES:

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Bid Schedule of Values. **Description of Bid Items included in Technical Provisions.**

Bids are to be submitted for every item on Bid Schedule. The amount of the bid for comparison purposes will be the total Base Project Bid Price (ie BASE BID SCHEDULE "A"). 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 75 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.

SUBCONTRACTORS: 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 bidders 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).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

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.

Licensed professionals, including engineers, land surveyors, geologists, and geophysicists, acting solely in their professional capacity, are not required to be listed as subcontractors in the subcontractor table.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number
Concrete Flatwork	2%	H&D Construction	504788
		1369 N. Magnolia El Cajon, CA 92020	

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 5. 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 6 through 7 shall be furnished by the low bidder within three days of request by the City.

- (1) Contractor's name and address: _____
_____ T C Construction Company, Inc. _____
_____ 10540 Prospect Ave Santee CA 92071 _____
- (2) Contractor's telephone number: _____ 619-448-4560 _____
- (3) Contractor's license: Primary classification: _____ A, C21 _____
State License No.: _____ 402459 _____ Expiration date: _____ 4-30-27 _____
Supplemental classifications held, if any: _____ N/A _____
- (4) Name of person who inspected site(s) of proposed Work for your firm:
Name: _____ Carlos Perea _____ Date of Inspection: _____ 8-4-25 _____
- (5) Name of the person authorized to sign the Contract:
Name: _____ Austin Cameron _____ Position Title: _____ President _____
Contact email: _____ acameron@tcincsd.com _____ Contact Phone: _____ 619-448-4560 _____
- (6) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.
- (7) Upon request, submit a general description of the plan to accomplish the Work and a proposed schedule.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the Contractor must conform to all requirements of the Specifications and Drawings. The bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the Owner.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	Conduit _____	<u>Claifornia Electric Supply</u>
2.	Vaults _____	<u>Performance Utility Supply</u>
3.	_____ _____	_____ _____
4.	_____ _____	_____ _____
5.	_____ _____	_____ _____
6.	_____ _____	_____ _____
7.	_____ _____	_____ _____

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

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 non-collusion, 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 Non Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)
County of San Diego) ss.
)

Austin Cameron (name), being first duly sworn, deposes and says that he or she is
President (title) of T C Construction Company, Inc. (name of bidder), the party
making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid
price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of
that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the bid are true; and, further, that the
bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation,
partnership, company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.



SIGNATURE

Austin Cameron, President

8-5-25

DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 August 05, 2025 before me, Ofelia Becerra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
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.

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 *Ofelia B.*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-collusion Affidavit
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

T C Construction Company, Inc.

as Principal and _____ Liberty Mutual Insurance Company
as Surety, are held and firmly bound unto the **CITY OF DEL MAR**, as **Owner** in the penal sum of (10% of
bid) _____ The Crest Canyon Conversion (UUD X1A) _____

_____ Dollars, (\$ _____) ^{10% of Bid} for each payment of
Ten Percent of Amount Bid which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 4th _____ day of August _____, 20 25 _____.

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

CREST CANYON CONVERSION (UUD X1A)

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.

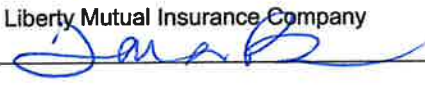
**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
THE CREST CANYON CONVERSION (UUD X1A)**

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.

TC Construction Company, Inc. _____

BY:  _____
Austin Cameron, President

Liberty Mutual Insurance Company
BY:  _____
Tara Bacon, Attorney-in-Fact

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

Please See Attached California All-Purpose Acknowledgment for 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.

Notary Public in and for the County of _____

State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 August 04, 2025 before me, Ofelia Becerra Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
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.

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

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Guaranty / Bid Bond
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 August 4, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





POWER OF ATTORNEY

Certificate No: 8213991 - 024019

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk-Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August, 2025.



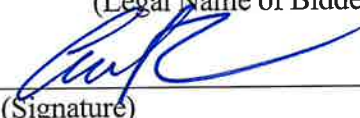
By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: T C Construction Company, Inc.
(Legal Name of Bidder)

by:  Austin Cameron, President
(Signature) (Title)

Dated August 27th, 2025, at Santee

Business Address: 10540 Prospect Ave Santee CA 92071

Telephone: 619-448-4560

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.



TC Construction Company, Inc.

Building Communities Up
From the Underground

CORPORATE RESOLUTION
(BOARD OF DIRECTORS)


We the undersigned Board of Directors for TC Construction Company, Inc. ("Corporation"), hereby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on April 2, 2025, at which a quorum was present and voting occurred on the part of said Directors, the following resolution was adopted.

Be it resolved that TC Construction Company, Inc. Employee Stock Ownership Trust ("Trust") is a 100 % shareholder of the Corporation.

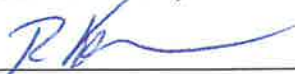
Be it further resolved and ratified that the individuals identified herein have been appointed or continue to act in the following capacities: (1) Miguel Paredes, not in his individual or corporate capacity, but solely as Trustee of the Trust ("Trustee"); (2) Austin Cameron, President; (3) Darren Jason Tharp, Vice President; (4) Chad Cameron, Vice President; (5) Robert Kostyrka, Vice President, and (6) Jack Gieffels, CFO, Secretary and Treasurer.


Be it further resolved that Austin Cameron as President and Jack Gieffels as Secretary have authority to execute any and all contracts, change orders, documents, deeds or any other items required by the Corporation.

EXECUTED in the County of San Diego,
State of California on April 2, 2025.


Austin Cameron, Director


Chad Cameron, Director


Robert Kostyrka, Director


Darren Jason Tharp, Director


Jack Gieffels, Director



OPINION OF PROBABLE COST

City of Del Mar
Crest Canyon X1A
Prepared for: City of Del Mar
March 12, 2025

Item	Description	Quantity	Units	*Unit Cost	Total Cost
GENERAL				1,122,947	
1	MOBILIZATION/DEMobilIZATION	1	LS	365,871	365,871
2	TRAFFIC CONTROL PLANS, INSTALL AND MAINTAIN TRAFFIC CONTROL	1	LS	169,216	169,216
3	CONSTRUCTION STAGING	1	LS	129,939	129,939
4	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMP'S	1	LS	59,711	59,711
5	POTHOLING	379	EA	246	93,272
6	CONSTRUCTION SURVEY AND SURVEY MONUMENT PRESERVATION	1	LS	48,483	48,483
7	TREE PROTECTION FENCING AND SIGNAGE	43	EA	887	38,141
8	AS-BUILT DRAWINGS	1	LS	5,000	5,000
9	CLEARING AND GRUBBING AND DEMOLITION	1	LS	203,314	203,314
10	REMOVE, SALVAGE, AND REINSTALL PARKING SIGN	1	LS	10,000	10,000
DRY UTILITY				6,064,762	
11	EXCAVATE TO LOCATE AND INTERCEPT EXISTING CONDUITS	45	EA	2,814	126,630
12	JOINT TRENCH EXCAVATION AND BACKFILL	19,610	LF	147	2,882,670
13	INSTALL DB 2" CONDUIT	79	LF	15	1,185
14	INSTALL DB 3" CONDUIT	11,784	LF	17	200,328
15	INSTALL DB 4" CONDUIT	17,711	LF	19	336,509
16	INSTALL DB 5" CONDUIT	43	LF	21	903
17	INSTALL 3309 HANDHOLES	6	EA	5,020	30,120
18	INSTALL 3313 HANDHOLES	29	EA	8,593	249,197
19	INSTALL 3314 HANDHOLES	7	EA	14,463	101,241
20	INSTALL 3315 HANDHOLES	9	EA	20,867	187,803
21	INSTALL 3316 HANDHOLES	1	EA	41,700	41,700
22	CONSTRUCT 3421 TRANSFORMER PADS	22	EA	3,570	78,540
23	INSTALL 2" AT&T CONDUIT	4,118	LF	12	49,416
24	INSTALL 4" AT&T TYPE C RIGID CONDUIT	25,367	LF	14	355,138
25	INSTALL 2' x 3' AT&T HANDHOLE	33	EA	4,677	154,341
26	INSTALL 2' x 3' x 3' AT&T HANDHOLE TRAFFIC RATED	22	EA	6,353	139,766
27	INSTALL 30" x 48" AT&T HANDHOLE	5	EA	6,108	30,540
28	INSTALL 30" x 48" AT&T HANDHOLE TRAFFIC RATED WITH 3-ROD TGB	7	EA	8,047	56,329
29	INSTALL AT&T CHRISTY BOXES TRAFFIC RATED	15	EA	300	4,500
30	INSTALL AT&T CHRISTY BOXES NON-TRAFFIC RATED	24	EA	75	1,800
31	EXCAVATE 4' x 4' x 4' PIT TO LOCATE AND INTERCEPT EXISTING CONDUITS (ASSUME SHARED BY SDG&E, AT&T AND CHARTER/CROWNCastle)	39	EA	1,060	41,340
32	INSTALL 2" CHARTER CONDUIT	39,730	LF	10	397,300
33	INSTALL 3" CHARTER CONDUIT	2,625	LF	12	31,500

Item	Description	Quantity	Units	*Unit Cost	Total Cost
34	INSTALL CHARTER 9" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	14	EA	2,862	40,068
35	INSTALL CHARTER 10" X 12" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	5	EA	3,240	16,200
36	INSTALL CHARTER 12" X 22" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	27	EA	3,350	90,450
37	INSTALL CHARTER 14" X 20" PEDESTALS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	15	EA	4,407	66,105
38	INSTALL CHARTER 2' X 3' VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	1	EA	4,307	4,307
39	INSTALL 17"X30" CHARTER VAULTS (EXCLUDES MATERIAL FURNISHED BY OTHERS)	8	EA	2,527	20,216
40	INSTALL 2" CROWN CASTLE CONDUIT	19,076	LF	13	247,988
41	INSTALL 2' x 3' CROWN CASTLE PULL BOX W FOC STAMP	6	EA	5,357	32,142
42	INSTALL LATERAL TRENCH AND CONDUIT AT CREST RESERVOIR	260	LF	32	8,320
43	STONE VENEER RETAINING WALLS	390	SF	103	40,170
SURFACE IMPROVEMENTS - GENERAL				527,200	
44	TRENCH RESURFACING PER SDRSD G-24A AND G-24B	35,393	SF	12	424,711
45	REPLACE IN KIND AC DIKE PER SDRSD G-5	144	LF	40	5,760
46	REPLACE IN KIND CONCRETE DRIVEWAY (2 LOCATIONS)	48	SF	55	2,640
47	REPLACE IN KIND CROSS GUTTER PER SDRSD G-12	128	SF	55	7,040
48	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS	36,049	36,049
49	BOLLARDS, PER SDRSD WM-04	51	LS	1,000	51,000
LANDSCAPING				56,460	
50	IRRIGATION REPAIRS	1	LS	16,500	16,500
51	HYDROSEED MIX APPLICATION IN ALL DISTURBED LANDSCAPE AREAS	13,320	SF	3	39,960
Subtotal					7,771,369
Construction Contingency				15%	1,165,705
Total					8,937,074

* Unit Cost = Average from 1A Bid Results

FINAL MINOR ADJUSTMENTS TO BID SCHEDULE NOT CAPTURED ON LATEST COST ESTIMATE.

UUD X1A Estimated Total Project Costs (02-7000-7203)

Does not include costs for internal staff time or necessary City personnel for project management

Work Categories	District Formation Budget 7-12-21	Budget as of 10-16-23	UP Update Budget 11-18-24	Pre-Bid Budget 4-21-25	City Contract Award Budget 9-8-25
Pre-Construction Phase - Professional Services					
Utility Specialists - Pre-Construction Services (Includes US, KCM, Fuscoe)	\$663,985	\$731,085	\$893,692	\$910,652	\$910,652
1. City and Agency Coordination	\$27,820	\$45,440	\$56,600	\$56,600	\$56,600
2. District X1A Design	\$542,015	\$591,495	\$717,416	\$722,591	\$722,591
3. Resident Interface and Project Status Tracking	\$56,160	\$56,160	\$81,686	\$87,656	\$87,656
4. Public Bidding Support	\$37,990	\$37,990	\$37,990	\$43,805	\$43,805
City Arborist Review	\$5,000	\$5,000	\$3,525	\$3,525	\$3,525
Environmental Review	\$18,500	\$52,588	\$52,588	\$52,588	\$52,588
Additional Pre-Construction Services	\$7,000	\$7,000	\$5,000	\$5,000	\$5,000
Subtotal for Pre-Construction Professional Services	\$694,485	\$795,673	\$954,805	\$971,765	\$971,765
Utility Companies - Estimates for City Paid Design and Construction Costs					
SDG&E 7-12-21 and 10-16-23 estimated by Staff based on UUD Tewa per LF of overhead and then trench. 11-18-24 estimated by Staff based on UUD 1A per LF of trench. 4-21-25 & 9-8-25 estimate provided by SDG&E.	\$1,324,736	\$1,378,650	\$5,543,229	\$4,888,532	\$3,672,089
AT&T 7-12-21 estimated by Staff based on UUD Tewa. 10-16-23 to current updated based on UUD X1A specific including contingency.	\$993,552	\$223,560	\$238,788	\$238,788	\$238,788
Spectrum/Charter	\$408,793	\$0	\$0	\$0	\$0
Crown Castle	\$0	\$0	\$0	\$0	\$0
Subtotal for Utility Company Costs	\$2,727,081	\$1,602,210	\$5,782,017	\$5,127,320	\$3,910,877
Construction Phase					
City's General Contractor (Actual amount will be determined via City bid process). 7-12-21 estimate based on \$120/LF of overhead. 10-16-23 estimate based on UUD Tewa \$344.40/LF of trench. 11-18-24 & 4-21-25 estimate based on engineer's estimate using UUD 1A bids. 9-8-25 based on actual bids.	\$1,344,000	\$4,946,639	\$8,836,700	\$8,937,074	\$7,128,770
Construction Management and Support (18-month construction) 7-12-21 for as needed for duration of construction. 10-16-23 to current for full-time for City construction and as-needed for remainder.	\$240,680	\$624,860	\$624,860	\$687,346	\$663,280
Additional Construction Management Services For any additional professional services during construction (geotechnical / environmental)	\$60,170	\$80,140	\$122,594	\$255,853	\$243,033
Subtotal for Construction Phase	\$1,644,850	\$5,651,639	\$9,584,154	\$9,880,273	\$8,035,083
Project Contingency 10% of Construction Phase Costs at City Contract Award	\$0	\$0	\$1,466,982	\$988,027	\$712,877
Measure Q Credits to CIP Projects					
San Dieguito Drive Improvements Project					\$22,000
Crest Canyon Asphalt Improvements Project					\$23,200
Subtotal for Construction Phase	\$0	\$0	\$0	\$0	\$45,200
Total Project Estimate for UUD X1A	\$5,066,416	\$8,049,522	\$17,787,957	\$16,967,385	\$13,675,802



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: September 8, 2025

SUBJECT: City Council Direction on Potential Incentives to Create Low-Income Units in
Consideration of the City's Mid Cycle Housing Element Production Progress

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council take the following actions:

1. Review a consultant evaluation of the City's Accessory Dwelling Unit (ADU)-related recommendations to amend existing incentive programs to reach the City's 6th Cycle Housing Element goal to create 15 low-income ADUs by April 2029 (Attachment A);
2. Review feedback collected by the April/May 2025 community survey; and
3. Provide direction to staff on next steps to bring forward an amended incentive program for consideration by the City Council at a future date.

BACKGROUND:

An ADU is an ancillary dwelling unit with complete independent living facilities that includes a kitchen, bathroom, and separate entrance. The ADU may be located within, attached to, or detached from a primary dwelling unit (existing or proposed) on the same lot. A Junior ADU (JrADU) is a smaller ADU (500 square feet maximum in size), in a single dwelling unit zone, that is developed entirely within the walls of a primary dwelling unit and has a separate entrance, efficiency kitchen, and access to a bathroom.

The City's certified 6th Cycle Housing Element (planning years 2021-2029) identifies a goal to create 15 low income ADUs by year 2029 through the following approach:

- Housing Element (HE) Program 2A Incentives - On December 18, 2023, the City Council adopted Ordinance No. 1003 to create an updated ADU Incentive Program (Attachment B). This Ordinance is not published within the Del Mar Municipal Code and was not subject to certification by the California Coastal Commission (CCC). However, related amendments to establish the City's ADU regulations through City

City Council Action:

Council-adopted Ordinances No. 1002 and 1017 that were certified by the CCC on June 12, 2025, expressly allow permit applications in the ADU Incentive Program to be issued Coastal Development Permit approvals administratively at the staff-level. The program provides incentives to owners in exchange for a commitment to deed restrict units for rent to low-income households for a set period of time.

- In single dwelling unit and two-unit/duplex zones, the incentive granted for creation of one low-income ADU for 30-year rent restriction commitment period is one 500 square foot floor area bonus and development of one bonus 500 square foot JrADU.
- In multi-unit zones, the incentive granted for the creation of at least one low-income unit is an increase in the number of market rate ADUs that can be developed. The level of incentive awarded is proportional to the number of low-income units created to help offset the cost associated with creation of rent restricted units. This includes award of bonus units on a 1:1 basis for a 30-year rent restriction period commitment and 1.5:1 basis for a 55-year commitment.
- The program allows owners to build new units on-site, even where the site exceeds allowable density, in exchange for deed restricting units for rent to low-income households.
- The maximum number of bonus units allowed under the existing ADU Incentive Program is 15 units.
- HE Program 2B Amnesty Program to Capture Existing Uncounted Units – On December 4, 2023, the City Council adopted Resolution 2023-48 to create an ADU Amnesty Program (Attachment C) as a measure to encourage owners to legalize existing unpermitted ADUs. The program provides the most incentives to owners who agree to deed restrict units for rent to low-income households for a 30-year time frame. Incentives for creation of a low-income unit include:
 - Award of one 500 square foot floor area bonus and development of one bonus 500 square foot JrADU.
 - Waiver of code enforcement fees/fines, Coastal Development Permit fees, Building Permit Fees, Building inspection fees.
 - Additional concessions to accommodate existing ADU size that is non-conforming, including height, floor area ratio, and lot coverage.
- HE Program 2C Promote ADU Programs – Requires the City promote creation of deed-restricted low-income ADUs, which the City addresses on an ongoing basis

through news articles to community, announcements in public meetings, and the City website: <https://www.delmar.ca.us/814/ADU-Incentive-Program>.

- **HE Program 2D Monitor ADU Progress** – Requires the City track ADU development, including affordability levels and deed-restricted affordable units. This information is reported on an annual basis to the City Council and the California Housing and Community Development (HCD) Department and Governor’s Office of Land Use and Climate Innovation (LCI).
- **HE Program 2E Modify ADU Strategies as Needed** - Requires the City conduct a mid-cycle review in 2025 to identify whether ADU production goals are being achieved and identify additional incentives as needed to reach the goal of 15 low-income ADUs.
- **HE Program 2F Accommodate Tiny Homes** – On December 18, 2023, the City Council adopted an ADU Regulations Ordinance that explicitly allows “Tiny Home” development consistent with the ADU regulations. Tiny homes range in size between 120 square feet (sf) to 400 sf in size. The City’s ADU regulations were certified by the CCC on June 12, 2025, as further described below. Accommodation of tiny homes through the same streamlined, staff-level process that applies to ADUs gives owners flexibility to build tiny homes as lower-income units to meet inclusionary housing requirements (i.e., SB 9 development or conversion of rental units to condominiums). The City has pre-approved ADU plans available on the City website for streamlined processing.

Current ADU Regulations

ADU law has been amended by the State legislature on an annual basis for many years, which requires updates to local implementing ordinances. State ADU law requires local jurisdictions to allow ADUs in all zones that allow residential use, including mixed-use zones. This includes overlay zones such as the Floodplain Overlay Zone and Bluff, Slope, and Canyon Overlay Zone where proposed development meets the criteria for permit approval. ADUs are allowed in Fire Hazard Severity Areas, like other residential development, where the applicant demonstrates wildland fire safety precautions will be integrated into construction of the unit to mitigate potential hazards. This includes compliance with the California Building Code requirements for the use of non-flammable building materials and other home-hardening requirements to minimize risk of fire hazards, as well as required off-street parking for development on narrow streets with an improved street width less than 20 feet.

On June 12, 2025, the CCC granted final certification of the City Council-adopted ADU Ordinances No. 1002 and 1017, which is the final step in the process for adopted land use/development regulations to take effect in coastal cities. As set forth in Del Mar Municipal Code (DMMC) Chapter 30.91, the City’s ADU regulations reflect harmonization of State Housing law and the California Coastal Act.

Housing Production to Meet Regional Housing Needs Assessment (RHNA) Target
 As of September 2, 2025, local unit production has continued to increase as shown below:

Description	Target	6 th Cycle Housing Element (HE) Progress 2020-2025	Actual
RHNA Unit Production	175 units	<u>Entitled units:</u> The City approved entitlements for a cumulative total of 199 net-new units during the 6 th Cycle. This includes all units approved (entitled) regardless of whether the building permit has been issued or is still pending.	199 units
		<u>Entitled units with issued building permits:</u> Once entitled units are issued building permits during the timeframe of June 30, 2020, through April 2029, they count toward the 6 th Cycle RHNA. The City issued building permits for a cumulative total of 118 net-new units that count toward the 6 th Cycle, including 4 net-new homes and 114 ADUs.	118 of 199 units
		<u>Entitled units pending issuance of building permits:</u> Currently, 81 units are pending building permit issuance including: <ul style="list-style-type: none"> • 23 ADUs • <i>Watermark Affordable Housing:</i> 40 above moderate-income units, 6 low-income units, 2 very low-income units, and 2 extremely low-income units • <i>941 Camino del Mar Affordable Housing:</i> 6 above moderate-income units and 2 low-income units 	81 of 199 units
ADU Production	At least 100 ADUs	<u>Total 114 ADUs with building permits during 6th Cycle</u> <ul style="list-style-type: none"> • 43 above-moderate income units • 71 moderate-income units (less than 800 sf) • 0 lower income units (Note: 6th Cycle HE target is 15 low-income units. City previously produced one low income ADU in 2019 for 5th Cycle HE.) 	114 of 137 entitled ADUs

As identified above, 114 ADUs have been constructed during the 6th Cycle, including 47 above-moderate and 71 moderate-income ADUs, which is well above the 31-unit RHNA goal for these respective income categories. The biggest challenge continues to be success in securing owner commitments to rent ADUs to low-income households. Consistent with HE Program 2E, options to further expand incentives in exchange for creation of low-income units are identified below for City Council consideration and direction.

Affordable Rental Rates

San Diego County calculates income limits for qualifying lower-income housing based on a percentage of the Area Median Income (AMI). Lower-income tenant eligibility is based on household size including 30% of AMI (extremely low income), 50% of AMI (very low income), and 80% of AMI (low income). Typically, a lower-income household is expected to pay no more than 30 percent of their adjusted monthly income for rent and utilities. As of April 16, 2025, the AMI for San Diego County is \$130,800, which means a single person household earning no more than \$92,700 would qualify to rent a low-income unit with a household commitment around \$2,318 per month maximum to cover rent and utilities.

Sample Affordable Rental Rates for Low Income Households (2025 AMI)

Low Income (80% of AMI)		
Household Size	Gross Income	Max Monthly Rent with Utilities
1-person	≤\$92,700	\$2,318
2-person	≤\$105,950	\$2,649
4-person	≤\$132,400	\$3,310

Refer to the complete San Diego County AMI Income Limits Chart for additional details: <https://www.sandiegocounty.gov/content/sdc/sdhcd/rental-assistance/income-limits-ami.html>

DISCUSSION/ANALYSIS:

In April 2025, the City secured free technical consulting services from Ascent Environmental Inc., made available by SANDAG through the region’s Housing Acceleration Program (HAP) grant, which involved preparation of a community survey, analysis of information collected, and a consultant evaluation of the City’s existing ADU program incentives and recommended strategies to produce ADUs as affordable housing for rent to low-income households. The findings of the community survey and consultant memo (Attachment A) are discussed below.

Community Survey

Ascent assisted the City with completing a community survey between April 21 and May 28, 2025, to solicit public input on potential incentives to meet the HE goal of creating 15 ADUs for low-income households. The information collected through the survey is being used solely for the purpose of assisting the City to meet its Housing Element commitments. It will not be used for any type of code enforcement. The community survey received a good participation rate that included 146 total responses (compared to much lower participation of less than 15 participants in a prior community survey relating to objective design standards). The ADU survey findings include the following:

- **Only 34% of survey participants indicated they are interested in building an ADU**
 - 10% of survey participants already have an ADU
 - 56% of survey participants indicated they are not interested in building an ADU

- **13 survey participants identified how their existing ADU is being used**
 - Seven owners allow family/friends/caregivers or tenants to live in their ADUs rent-free or use ADUs as a guest space.
 - Three owners rent their ADUs (\$1500, \$1698, \$4500 per month)
 - One survey participant reported their neighbor rents their ADU for \$7000 per month
 - Three owners use ADUs for other purposes (i.e., non-residential office/studio).
 - One survey participant reported their ADU is still under construction.

- **115 participants identified preferred incentivizes to create low income ADUs**
 - Property tax exemption (44%)
 - Full or partial reimbursement of costs i.e., permit, design, construction (43%)
 - Reduced permit fees (34%)
 - Streamlined permitting without discretionary review (33%)
 - Shorter deed restricted rental term (32%)
 - Allowance for additional floor area (28%)
 - Financial assistance or grants (19%)
 - Help finding qualified tenants or managing lease
 - Allowance for additional units
 - Legal counsel to support justified evictions of tenants if necessary
 - Grants to subsidize rent for qualifying Graduate/Post Doc student tenants

- **One participant is interested in being a tenant if a low-income unit is available**

The main takeaway from the survey feedback is there is minimal community interest to deed restrict ADUs to rent to low-income households. City staff provided information about the City's ADU Amnesty Program and ADU Incentive Program via email on May 30, 2025, to the 21 individuals who requested follow up. Staff further coordinated individually with those who followed up. Most individuals interested in ADUs clarified their personal interest is to pursue ADU development that does not require a commitment to rent to a low-income household.

Consultant Analysis and Recommendations

The consultant confirmed that the challenge to produce low-income units is a common issue statewide; it is not unique to the City of Del Mar because most factors are not within the authority of the City to be able to address. For example, private property owners control the decision of whether to rent their ADUs. The following are the consultant recommendations for the City to consider as amendments to existing incentive programs to create low-income ADUs:

1. Require Shorter Deed-Restriction Terms

The consultant recommends amending the incentive program to require shorter-term commitments for participation to "allow the City to balance affordability goals with market realities." The existing program currently requires a term commitment of 30 years for single dwelling unit and duplex lots and 55-year term commitment

for multi-unit lots seeking the maximum incentive. Instead, the consultant recommends reducing the terms to 10, 15, or 30 years to increase participation.

Staff response: Staff recommends the City Council consider amending the incentive program to require shorter terms. One policy consideration is that the City will be expected in future Housing Element cycles to identify measures to maintain all low-income units created by securing agreements to extend the income-restricted timeframes or by identifying other unit options as a replacement to ensure no-net loss of affordable lower-income units.

2. Provide Flexible Zoning Standards

The consultant recommends the City amend its incentive program to incorporate additional zoning flexibility incentives (i.e., additional Floor Area (FAR), building height, parking waivers, and further reduced setbacks) on a case-by-case basis.

Staff response: Staff does not recommend creating additional zoning flexibility for ADUs. State law already provides generous zoning accommodations for ADUs, and the City does not have an issue producing ADUs. Instead, the issue in Del Mar has been a lack of owner interest to commit to rent ADUs as low-income.

3. Allow Separate Sale or Conveyance of ADU Ownership

The consultant recommends the City allow the sale of ADUs separate from a primary residence as a strategy to increase ownership opportunities for new homeowners.

Staff response: Staff does not recommend pursuing an allowance for separate sales of ADUs because it is not likely to produce low-income units, which is the City's goal. Also, the separate sale of ADUs is expected to create unintended consequences in the long-term (i.e., complications for future permits, property use and maintenance agreements and tracking of lot ownership and responsibilities) if multiple ownerships are allowed for primary and accessory residential uses on one lot (i.e., R1 single unit and R2 duplex lots). State law allows jurisdictions to opt-in to this approach; however, the City is not aware of other jurisdictions that have implemented for-sale ADU programs.

Staff recommends continuing to define and regulate ADUs as accessory units to a primary unit on the same lot and requiring the owner of the primary unit to be the same owner as accessory unit(s).

4. Offer Financial Relief

The consultant recommends adding financial incentives (i.e., permit fee reimbursement) to incentivize creation of affordable ADUs. Examples referenced include non-profit programs and County programs such as County of Santa Cruz's

forgivable loans for 20-year low-income ADU commitments and Monterey Bay's Habitat for Humanity Initiative that aids low-income seniors.

Staff response: The community survey identified financial relief (i.e., property tax relief) as the preferred incentive. Staff recommends the City Council consider pursuing an economic study to help inform future consideration of various potential financial incentives (i.e., property tax exemptions and/or reimbursement of paid permit fees) once the level of financial relief needed for feasibility and potential fiscal impacts to the City's budget are better understood. Any financial incentives offered would need to be tied to owner follow-through on commitments to rent units to low-income households through an agreement or other binding mechanism. Availability of financial incentives could be offered for a limited term that expires once the City reaches its target of 15 low income ADUs.

An additional approach to provide processing time/cost savings for participating owners would be to allow staff level approval of the Coastal Development Permit to develop the 500 square foot FAR bonus and/or bonus units on apartment and condominium complex lots with more than three primary units per lot. Currently, these approvals are subject to Design Review Board approval.

5. Offer landlord assistance programs

The consultant recommends the City consider providing landlord assistance and technical support resources for owners that rent ADUs. Examples of landlord support programs include the counties of Los Angeles and Santa Cruz.

Staff response: Staff recommends the City Council consider pursuing a study of what the County of San Diego provides in terms of landlord assistance and identify what local opportunities may be available to assist landlords of low-income units. The Legal Aid Society of San Diego Fair Housing Center is one local resource that provides services for tenants as well as landlords. Currently, the City posts a variety of related resources on the City's website at the following link under "Fair Housing Resources":

<https://www.delmar.ca.us/852/6th-Cycle-Housing-Element-Program-Implem>

6. Launch a bundled incentive program

The consultant recommends the City amend its ADU Incentive Program to incorporate additional incentives (i.e., financial relief, zoning flexibility, landlord assistance, and shorter commitment terms for income restrictions) into one consolidated program together with the ADU Amnesty Program.

Staff response: Staff recommends identification of all available incentives in one consolidated incentive program, which can be addressed with any future amendments to the City's ADU-related incentive programs.

7. Promote incentive programs through outreach and education

The consultant recommends the City conduct targeted outreach and education to increase awareness of the City’s incentive program(s) including clarification of the purpose and process for deed restrictions, resources for owners to understand responsibilities as landlords, and promotion of the City’s pre-approved ADU designs.

Staff response: Staff recommends continued promotion of the need for ADU rentals for low-income households. Program information is currently posted on the City’s website at this link: <https://www.delmar.ca.us/814/ADU-Incentive-Program>

Additional Actions for City Council Consideration to meet Housing Element Goals

The consultant noted that existing State Housing law is a State-imposed constraint that limits the extent of incentives a local jurisdiction may offer to encourage low-income unit production. One issue is that State ADU law does not account for unique differences in development scale and context at the local level. Instead, the State legislature continues to ease and expand zoning accommodations and by-right allowances for ADUs with no income restrictions. Examples include AB 2011 (Skinner 2024) that allows development of eight detached ADUs by-right on multi-unit lots (i.e., existing apartment and condominium complexes) and the proposed AB 956 (Quirk-Silva) legislation that would increase the number of detached, new construction ADUs that a local agency is required to ministerially approve on lots with single unit development. Both laws require cities to accommodate additional ADUs “by-right” and include no provisions to allow jurisdictions to require at least one unit to be reserved for rent to low-income households.

While Del Mar has seen consistent ADU production since the 5th Cycle Housing Element, it hasn’t resulted in low-income ADU housing stock. To meet affordable housing goals, local jurisdictions should be allowed to require income restrictions for ADUs in appropriate circumstances (i.e., incentive programs) to achieve the balance in income categories it is seeking per its certified Housing Element. Staff recommends the City Council consider the following additional measures to help the City reach its Housing Element goals:

A. Collect information on local rent trends and encourage owners who rent at affordable rates to report data so it may be counted by City towards RHNA.

The State Housing and Community Development Department (HCD) published an ADU Handbook (January 2025) that includes State guidance to local jurisdictions that would allow counting ADUs towards RHNA. Accordingly, the City must establish a reasonable methodology (i.e., surveys or rent studies) to demonstrate how an ADU unit meets affordable housing income categories that must consider development trends, anticipated affordability, local incentives, and resources available (i.e., financial relief).

The City has attempted to obtain data from ADU owners through the permit application process and post-development surveys to understand if ADUs are

being rented and at what rates. Historically, the City has not been successful in obtaining responsive data. While HCD indicated the City cannot “require” owners to respond to these requests, the ADU regulations (DMMC Section 30.91.040 W) provide for the City to request information annually:

The owner of an ADU is requested to provide information to the City annually upon request for reporting to the State as to whether during the prior 12 months the ADU was rented to a tenant qualifying as low income, rented to a tenant qualifying as moderate income, occupied but not rented, or unoccupied.

In January 2026, the City will send a request to all ADU owners for reporting in the 2025 Annual Progress Report. This report typically goes to the City Council for consideration in March 2026 to be submitted to the State by the April 2026 deadline.

B. Continue to submit letters to State representatives to raise awareness of conflicts between pending legislation/new State laws and local strategies that have been adopted to create low income ADUs, consistent with certified Housing Elements.

Given the high cost of land along the coast, the housing market will not naturally produce lower income units unless incentivized through local housing programs. It is important for State representatives to recognize the continued trend of increasing the number of ADU units allowed “by-right” (and preemption of local control to require income restrictions) is limiting the most feasible approaches for small coastal cities to create low-income units.

The most feasible paths to create low-income ADUs in the City are being threatened and potentially invalidated by new State laws without cause and without consideration of the barriers to affordable housing the State is unintentionally creating. In 2024, City staff worked with lobbyist Townsend Public Affairs, Inc. to address this trend by the State. The City was unsuccessful in finding a sponsor to bring forward a bill that would allow local jurisdictions to implement adopted lower-income housing strategies in certified Housing Elements when new State laws adopted after certification conflict with low-income unit production.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The proposed action is a request for City Council direction in consideration of the City’s 6th Cycle Housing Element housing production progress and recommendations for potential future actions to incentivize creation of low-income units. The proposed action has no potential to cause a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) by statute in accordance with CEQA Guidelines Sections

15061 Review for Exemption and 15262 Feasibility and Planning Studies. Any future actions to amend the City's existing Incentive Programs will be evaluated for potential impacts to the environment in accordance with CEQA prior to any discretionary decision by the City Council.

HOUSING IMPACT:

The City's ADU regulations facilitate development of new housing options consistent with the City's certified 6th Cycle Housing Element, the California Government Code mandatory provisions for ADUs, the City's certified LCP, and other applicable State Housing Law and Coastal Act requirements. ADUs are a key component of the City's adopted, balanced housing strategy which identifies a goal to create 15 low income ADU units through the City's ADU Incentive and Amnesty Programs, provisions for Tiny Homes, and other strategies to preserve existing units in the community that provide more affordable housing options.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

- Attachment A – Ascent Memo (Evaluation of ADU Incentive Programs)
- Attachment B – ADU Incentive Program Ordinance
- Attachment C – ADU Amnesty Program Resolution

July 23, 2025

To: Amanda Lee, Principal Planner, City of Del Mar

From: Matt Gelbman, Senior Urban Planner, Ascent

Subject: Evaluation of Accessory Dwelling Unit Incentive Programs

Introduction

The City of Del Mar requested an evaluation of the City's existing accessory dwelling unit (ADU) programs through the SANDAG Housing Acceleration Program (HAP) local staffing assistance program. Ascent met with the City on March 4, 2025 for an initial discussion and then conducted a review of the City's ordinances, staff reports, and best practices from other jurisdictions related to ADU policy and incentives. This memo supports implementation of Housing Element Program 2E: Mid-Cycle ADU Production Evaluation and summarizes the City's current ADU incentive and ADU amnesty programs, research findings, and recommendations for improvement to address financial, regulatory, and programmatic barriers.

Purpose

The purpose of this memo is to conduct an evaluation of the City's ADU programs to assess strategies for maximizing incentives for creating ADUs for low-income households. It provides recommendations for enhancing the City's ADU incentive program and ADU amnesty program given the current development regulations, existing City efforts, and state-imposed limitations established on local governments.

Recommendations

The following recommendations aim to improve participation in the City's ADU incentive program and ADU amnesty program and support affordable ADU production. They are informed by a review of local programs, state law, best practices, and community input. Recommendations for the City to consider, include:

1. Offering shorter deed-restriction terms.
2. Extending zoning flexibility.
3. Allowing separate sale or conveyance of ADUs.
4. Offering additional financial relief.
5. Expanding landlord assistance programs.
6. Launching a bundled incentive program.
7. Promoting programs through outreach and education.

1. Shorter Deed-Restriction Terms

To support broader owner participation, the City should consider allowing shorter deed-restriction terms (e.g., 10, 15, or 30 years). Providing flexible options could appeal to owners who may be hesitant to commit to a long-term affordability covenant. Introducing tiered incentives based on deed-restriction duration would allow the City to balance affordability goals with market realities.

2. Flexible Zoning Standards

Additional zoning flexibility can facilitate the development of ADUs on constrained sites and can be offered as an incentive in return for providing deed-restricted affordable ADUs. Zoning flexibility could include tailored modifications on a case-by-case basis – such as adjustments to FAR, building heights, or setbacks – that would improve ADU feasibility on constrained or irregular lots and/or lots with nonconforming structures or conditions. Any modifications should balance flexibility with potential impacts on scenic views and neighborhood character.

3. Separate Sale or Conveyance of ADUs

State law permits, but does not require, the separate sale or conveyance of ADUs. While allowing separate ownership may increase the overall production of ADUs by incentivizing investment, it may not necessarily expand the supply of deed-restricted affordable ADUs. The City should evaluate whether deed-restrictions or affordability covenants can be required as a condition of subdivision approval required as part of the separate sale of ADUs. For example, eligibility for separate sales of ADUs could be limited to ADUs with long-term affordability restrictions. Implementation would also require navigating subdivision rules and clearly defining responsibilities for maintenance, access, and utilities. Separate sales of ADUs are similar to some of the City's other programs for small-scale housing types, such as Tiny Houses (Housing Element Program 2F) and Senate Bill (SB) 9 units, which similarly support infill development and gentle density. The City should confirm with the City Attorney regarding the legal viability of conditioning separate sale approval on affordability restrictions or deed covenants, and clarify any local constraints related to subdivision and ownership structure.

4. Financial Relief

Financial relief can be offered as incentives tied to the creation of affordable ADUs.

- **Permit Fee Reimbursements.** The fee waiver framework of the ADU Amnesty Program could be adapted to an incentive available to all ADU projects. The City could offer reimbursements for a percentage of fees paid related to the permitting process, including application, review, and inspection fees. The percentage can be scaled with the income category of affordability commitment, unit size, or length of the deed-restriction.
- **ADU Rebate Program.** To address concerns about rental income limitations or long-term costs associated with deed-restricting an ADU, the City could offer a one-time or annual rebate. The rebate could be scaled based on the affordability level or length of commitment and may apply to qualified development-related expenses such as permitting, maintenance, or utility costs.

5. Landlord Assistance

To reduce potential concerns of owners related to renting ADUs, the City could consider expanding landlord assistance programs. The City can expand programs offering support service through local nonprofits or housing agencies by offering program support or compensation for providing landlord assistance. The City should continue to leverage partnerships with organizations such as Del Mar Community Connections and explore regional partnerships to expand reach, like the ADU Accelerator Program in Los Angeles. A partnership with UC San Diego may be another way to provide assistance to landlords. Services may include:

- Tenant screening and matching (including background checks and interview coordination),
- Legal guidance (including lease drafting and eviction procedures), and
- Property management support (e.g., conflict resolution, move-in/move-out support).

6. Bundled Incentive Program

The City should explore a comprehensive bundled ADU incentive program that integrates financial relief, zoning flexibility, and landlord assistance, into a single, accessible offering for owners who agree to deed-restrict an ADU for affordable rental. By bundling multiple incentives, the program can increase participation and appeal to a wider range of owners with different needs and constraints.

7. Outreach and Education

To increase participation in and increase awareness of the City's affordable ADU program, the City should expand outreach and education, including holding a community workshop focused on ADUs. The topics could include:

- Clarify the purpose and process for deed restrictions.
- Promote the City's pre-approved ADU designs.
- Provide education around landlord responsibilities and available support services.
- Promote the City's ADU amnesty program.

Supporting Analysis and Context

The following section provides background context and supporting research that informed the development of recommendations. This includes an overview of relevant state requirements, Del Mar's local ADU policies and programs, and best practices from other jurisdictions.

Regulatory Context

State ADU laws (California Government Code, Chapter 13, Sections 66310–66342) establish limitations on the scope of local regulation over ADUs and junior ADUs (JrADUs). These laws require jurisdictions to allow ADUs by-right in residential zones and establish statewide standards that local ordinances must comply with or default to. The City's ability to offer additional incentives in addition to the development already allowed under State ADU laws is also limited under this legal framework. Any local ordinance must be reviewed by the California Department of Housing and Community Development (HCD) for compliance and may be subject to findings of noncompliance if state-mandated standards are not met. Additional

limitations on ADU regulations are also imposed through the California Coastal Act, and the City must also obtain certification from the California Coastal Commission for any updates to its ADU ordinance.

State Law

Key Requirements under State Law

State law requires local governments to:

- Approve ADUs by-right on lots with residential uses.
- Allow up to three ADUs on a single-family lot, including one ADU constructed from an existing/converted space, one JrADU, and one newly constructed detached ADU. For more information, see [SANDAG's ADU guidance memo](#) (SANDAG, 2025).
- Impose only objective design or development standards in addition to state standards.
- Waive parking requirements for ADUs in certain locations (e.g., near public transit).
- Waive or reduce impact fees for small ADUs (≤ 750 sq ft).
- Approve ADUs ministerially within 60 days of a complete application.
- Use default state standards if a local ADU ordinance is out of compliance.

For multifamily properties, state law requires local governments to:

- Allow up to 2 detached ADUs on a lot that has a proposed multifamily dwelling, or up to 8 detached ADUs on a lot with an existing multifamily dwelling, not to exceed the number of existing units on the lot. In addition, at least one ADU from an existing/converted space and up to 25 percent of the number of units of existing multifamily dwelling are allowed.

State law also establishes requirements related to the City's ADU Amnesty Program. Local governments may legalize unpermitted ADUs/JrADUs constructed before January 1, 2020. If so, they must:

- Waive impact and connection fees for eligible units.
- Avoid imposing penalties based solely on the unit being unpermitted.
- Provide a checklist identifying minimum requirements to make the unit safe and habitable.
- Inform owners they may seek a confidential assessment by a licensed contractor.
- Allow a five-year deferral of code enforcement actions, if requested by the property owner, to provide time to bring the unit into compliance.

City of Del Mar 6th Cycle Housing Element (2021-2029)

The City's 6th Cycle Housing Element (2021-2029) establishes a clear goal of promoting ADU production as a key strategy to address housing needs. It includes six implementation programs focused specifically on ADUs, ranging from financial incentives and legalization pathways to tracking and program evaluation.

- **Program 2A: Extend and Enhance the City's Existing Accessory Dwelling Unit Incentive Pilot Program** commits the City to expanding and enhancing its ADU Incentive Program, which aims to incentive ADUs for low-income households, and establishes a goal of permitting ADUs for 15 lower-income units. Since the start of the 6th Cycle Housing Element RHNA period, ADUs have accounted for 97 percent of all building permits issued by the City for housing (2021-2024 Housing Element Annual Progress Reports, City of Del Mar). Despite this high proportion of ADU

production, all permitted ADUs have been reported as moderate-income or above moderate-income. No ADUs or other types of housing have been built at the very low-income or low-income affordability levels in the City during the 6th Housing Element Cycle. Through this memo and other actions, the City is evaluating additional incentives needed to support the goal of producing 15 low-income ADUs.

- **Program 2B: Establish an Accessory Dwelling Unit Amnesty Program** is another way that the City can support the production of ADUs and help achieve the goal of creating affordable housing by requiring the City to establish an amnesty program to legalize unpermitted ADUs. The program was adopted in December 2023 and allows the City to count additional units toward its inventory, however no lower-income units have been reported to date.
- **Program 2C: Promotion of Deed-Restricted ADUs** directs the City to actively promote the production of deed-restricted affordable ADUs through public outreach and education on the ADU incentive Program, ADU amnesty Program, and recent changes in state law. Outreach materials were to be developed by December 2023, with the ongoing goal of facilitating at least 15 deed-restricted low-income ADUs by the end of the 6th Housing Element Cycle.
- **Program 2D: Tracking of ADU Progress** requires the City to track ADU production, including affordability levels and deed-restrictions, throughout the planning period. This information is reported annually to the City Council and HCD through the Housing Element Annual Progress Reports.
- **Program 2E: Midcycle ADU Production Evaluation** commits the City to evaluating ADU production progress by April 2025 to determine whether the target of 15 deed-restricted low-income ADUs is on track. Based on the findings, the City may process additional incentives under Program 2A or amend the Housing Element.
- **Program 2F: Tiny Houses** commits the City to clarifying that Tiny Houses are allowed in accordance with the regulations applicable to ADUs with the intention of facilitating affordable ownership opportunities to meet the goal of at least 15 low-income units.

ADU Ordinance Update

Chapter 30.91 of the Del Mar Municipal Code (DMMC), was updated in response to changes in state law and to expand affordability incentives. The ADU ordinance update implemented commitments in the City's 6th Cycle Housing Element (2021-2029) to update the ADU incentive program and ADU amnesty program. The updated ordinance became effective on June 12, 2025, the date the California Coastal Commission granted final certification approval.

ADU Incentive Program

The City began an ADU Incentive Program as a pilot in May 2018 to encourage the production of affordable ADU units. Program 2A requires the City to conduct outreach to promote participation; extend the program beyond the pilot phase; and to evaluate the ADU incentive program to explore additional incentives and/or program components.

The City's ADU incentive program awards bonus ADUs in exchange for creating deed-restricted affordable units. The program functions by offering bonus market-rate ADUs or JrADUs in exchange for the construction and long-term affordability restriction of one or more ADUs. The incentive structure differs

slightly depending on the zoning and density of the property. Incentives may include fee waivers or refunds and other incentives in addition to the following development incentives:

- On lots with single dwelling unit or duplex development (attached or unattached), a property owner who commits to building a deed-restricted affordable ADU is allowed to construct one bonus JrADU (maximum 500 square feet in size). In addition, the owner is entitled to a 500-square FAR bonus.
- On lots with multiple dwelling unit development containing three or more primary dwelling units in the RM zone, R2 zone, and commercial zones, property owners may build up to 15 bonus units (ADUs and/or JrADUs).

Feasibility Analysis Summary

The City commissioned a financial feasibility study by Keyser Marston Associates (KMA) in January 2023 to assess whether the proposed incentives being considered as part of the ADU Incentive Program would offer enough value to encourage property owners to construct deed-restricted affordable ADUs. The following summarizes key takeaways from the study:

- In low density zones (i.e., R1-10), the program showed the strongest potential for participation largely due to the combination of an accessory dwelling unit and a FAR bonus. These scenarios generated the highest returns in the analysis.
- In medium density zones, like RM-West, where development is predominantly single-unit and duplex development, the incentives may not be strong enough. Results of the analysis showed that when property owners can only build one affordable ADU, in combination with the FAR bonus allowance, the financial return on investment for property owners was less than 10 percent. For this reason, additional incentives may be needed to encourage participation for property owners in these zones.
- In high density zones with larger apartment complexes, like those in the RM-South zone, results of the analysis showed high returns on investments. The ability to add multiple units using underused space makes the program cost-effective for these properties.

ADU Amnesty Program

In December 2023, the City also established an ADU Amnesty Program to incentivize property owners to obtain permits to legalize unpermitted ADUs. The ADU Amnesty Program is in effect for two years, through December 4, 2025, with the option for extension at the City Council's discretion.

While Del Mar's ADU Amnesty Program aligns with many of the protections outlined in Government Code Section 66332, the City has adopted an eligibility cutoff of April 15, 2021, which is broader than the threshold set by state law, which applies only to units constructed before January 1, 2020. As a result, while Del Mar allows more recently built units to participate in its program, only those constructed before 2020 are entitled to the specific state-mandated protections, including waived penalties and impact fees, and a five-year delay in code enforcement. Units built between January 1, 2020 and April 15, 2021 may still participate locally, but their approval and treatment remain at the City's discretion.

Del Mar's program supplements state requirements with additional incentives based on the level of affordability:

- Low-income units are eligible for full waivers of planning and building permit fees and code enforcement fines and may also participate in the City's ADU Incentive Program, which offers a bonus JrADU and floor area bonus.
- Moderate-income units receive a 50 percent fee reduction and partial fine waiver.
- Above moderate-income units (market-rate units) may qualify for a limited fine reduction (up to \$500) but are not eligible for fee waivers.

Once a building permit is issued, owners have up to five years to bring the unit into compliance with the California Building Code. The City also offers confidential consultations and free initial site inspections to help applicants determine eligibility and navigate the legalization process.

Community Survey for ADU Incentives

The City conducted a community survey between April 21 and May 28, 2025 to collect input on the current tenure of ADUs and possible incentives to encourage creation of ADUs for rent to lower-income households. The results informed recommendations in this memo.

Best Practices Research

While few jurisdictions have achieved significant production of deed-restricted ADUs, there are several strategies that could be considered to strengthen Del Mar's ADU programs. The following section summarizes these findings and highlights strategies that may be most applicable.

Landlord Support

Property owners may be hesitant to rent their ADUs due to unfamiliarity with the responsibility of being a landlord or concerns about renting to lower-income tenants. Key challenges include unfamiliarity with lease requirements, fear of rent nonpayment, and discomfort with the landlord role. Several jurisdictions have developed support programs to mitigate these concerns and normalize participation in affordable rental programs. Local models include:

- Los Angeles ADU Accelerator Program: Matches owners with caseworkers who offer comprehensive support, including tenant screening, lease preparation, legal guidance, and light property management. Services are delivered through a nonprofit partnerships with ONEgeneration.
- Monterey Bay Habitat for Humanity "My House My Home" Initiative: Assists low-income senior owners in building or renovating ADUs on their properties. Program services include design and renovation support, financial assistance, and long-term affordability protections.
- Housing Authority of the County of Santa Cruz, Landlord Incentive Program: Provides up to \$2,500 in reimbursements to landlords for unpaid rent, damages, or other expenses that exceed the security deposit when renting to Housing Choice Voucher holders. This model offers financial protection that reduces perceived risk and helps normalize participation in affordable housing programs.

Shorter Deed-Restriction Terms

Standard deed-restriction terms of 30 to 55 years can discourage owner participation due to concerns about long-term use, resale limitations, or future financial flexibility. Some jurisdictions have adopted shorter terms to increase flexibility without entirely sacrificing affordability commitments.

- City of San Diego’s Affordable ADU Bonus Program offers a model of flexible deed-restriction, with one bonus market-rate ADU for every ADU that is deed-restricted for 10 years for very low- or low-income tenants or 15 years for moderate-income tenants.
- County of Santa Cruz offers forgivable loans up to \$40,000 for ADU construction if the unit is rented to low-income households at affordable rents for up to 20 years.

Financial Assistance, Reimbursements, and Direct Grants.

To lower the cost burden of deed-restricted ADU development, some jurisdictions are exploring or piloting financial incentives in the form of reimbursements, forgivable loans, or direct grants.

- City of Walnut Creek offers a rebate program of up to \$15,000 for deed-restricted ADUs, with amounts scaled to unit size and affordability level. This structure incentivizes smaller, deeply affordable units and provides accountability by requiring completion within a specific timeframe. In addition to one-time grants, cities may consider offering recurring incentives tied to affordability commitments.
- Napa County provides a useful reference for how multiple small-scale incentives can be bundled. Napa offers a forgivable loan of up to \$105,000 for owners who rent their ADU at affordable rates for five years. Additional incentives include:
 - Fee waivers up to \$10,000.
 - Grants for using pre-approved plans or escrow services.
 - Assistance with loan closing costs.
 - Small bonuses for securing state-level funding (e.g., CalHFA grants).

References

- California Department of Housing and Community Development, Accessory Dwelling Unit Handbook, <https://www.hcd.ca.gov/sites/default/files/docs/policy-and-research/adu-handbook-update.pdf>.
- City of Del Mar, Accessory Dwelling Units (ADUs), <https://www.delmar.ca.us/642/Accessory-Dwelling-Units-ADUs>.
- 6th Cycle Housing Element, <https://www.delmar.ca.us/772/Housing-Element-Update-6th-Cycle-Housing>.
 - Del Mar Municipal Code, Chapter 30.91 – Accessory Dwelling Units, https://library.municode.com/ca/del_mar/codes/municipal_code?nodeId=TIT30ZO_CH30.91ACDWUN.
- City of Los Angeles, ADU Accelerator Program, <https://adu.lacity.gov/>.
- City of Santa Cruz and Housing Authority of Santa Cruz County, Landlord Incentive Program, <https://www.cityofsantacruz.com/government/city-departments/economic-development-and-housing/housing-assistance-information-and-resources/resources/landlord-resources>.
- City of Walnut Creek, Accessory Dwelling Unit (ADU) Rebate Program, <https://www.walnutcreekca.gov/government/community-development-department/permits/building-permits/building-and-land-use-regulations/adu-acceleration-program>.
- Habitat for Humanity Monterey Bay, Senior Housing Support & ADUs, <https://www.habitatmontereybay.com/adu>.
- Napa County, Affordable Accessory Dwelling Unit Forgivable Loan Program Guidelines, <https://lesardevelopment.com/wp-content/uploads/2024/11/LDC-Afford-Housing-Napa-ADU-Guidelines.pdf>.
- Santa Cruz County, Accessory Dwelling Units, <https://cdi.santacruzcountyca.gov/Planning/Housing/ADU.aspx>.
- Accessory Dwelling Unit Forgivable Loan Program, <https://www.aducalifornia.org/wp-content/uploads/2020/09/Forgivable-Loan-Program.pdf>.

ORDINANCE NO. 1003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE EXISTING ACCESSORY DWELLING UNIT (ADU) PILOT PROGRAM BY IDENTIFYING ADDITIONAL INCENTIVES TO ENCOURAGE PROPERTY OWNERS TO CREATE DEED RESTRICTED ADUS AND JUNIOR ADUS AFFORDABLE TO LOWER INCOME HOUSEHOLDS IN ACCORDANCE WITH THE 6TH CYCLE HOUSING ELEMENT PROGRAM 2A

WHEREAS, Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JrADUs) are generally smaller dwelling units that provide for independent living as an accessory use on the same site as a larger primary dwelling unit or multiple dwelling unit development (i.e., duplex, apartments, or condominiums) subject to the regulations set forth in California Government Code Sections 65852.2 and 65852.22; and

WHEREAS, the City's certified Housing Element identifies a need to create at least 113 lower income units and at least 100 additional new opportunities to improve housing choice and affordability options for moderate income, lower income, and special needs households; and

WHEREAS, the Housing Element identifies use of an ADU Incentive Program as a priority strategy to integrate new affordable housing units throughout the City, with minimal impacts, consistent with the Del Mar Community Plan; and

WHEREAS, the City Council adopted the existing ADU Incentive Program on May 22, 2018, with extensions thereto adopted on June 1, 2020 and May 16, 2022, to encourage the creation of deed restricted affordable ADUs or JrADUs that the City can count towards the City's low income unit housing obligation; and

WHEREAS, the City's existing ADU Incentive Program has created only one low-income unit over a five-year period; and

WHEREAS, Housing Element Program 2A commits the City to consider and adopt new incentives by December 2023 to increase ADU Incentive Program participation to produce at least 15 low income ADUs by April 2029; and

WHEREAS, the new incentives will address the Housing Element Program 2A commitment and other related Housing Element strategies including Program 2B (Amnesty Program), Program 5A (Preservation of Existing Multi-Unit Housing), and Program 6B (Affirmatively Furthering Fair Housing) by creating new opportunities to improve housing choice and affordability options for moderate income, lower income, and special needs households; and

WHEREAS, one challenge in creating new incentives for the ADU Incentive Program has been that State law already provides generous incentives for ADU and JrADU development (i.e., streamlined, ministerial review process and minimum size

parameters) without an affordability requirement, particularly in single dwelling unit and two-unit zones; and

WHEREAS, on January 23, 2023, the City Council received a report with the findings of consultant studies that were completed to identify the financial feasibility related to construction of an ADU and how that relates to the likelihood of an owner choosing to build deed restricted low income units on their property; and

WHEREAS, on July 11, 2023, the Planning Commission held a public workshop to discuss potential incentives related to the ADU Incentive Program; and

WHEREAS, on September 12, 2023, the Planning Commission held a duly noticed public hearing and voted to recommend approval of the Ordinance to the City Council; and

WHEREAS, on December 4, 2023, the City Council held a duly noticed public hearing and voted to introduce the ADU Incentive Program Ordinance; and

WHEREAS, the amended ADU Incentive Program would slightly expand upon the existing incentives for single dwelling unit and two-unit zones and offer new incentives in multi-unit zones with greater economic feasibility to help offset the investment needed for creation of rent-restricted units with minimal impacts to the community consistent with the Del Mar Community Plan; and

WHEREAS, in single dwelling unit and two-unit/duplex zones any property owner that proposes to deed restrict a unit for rent to a lower income household would be eligible for one 500 square foot floor area ratio bonus and development of one bonus 500-square foot JrADU through the amended ADU Incentive Program; and

WHEREAS, in multi-unit zones the amended ADU Incentive Program would allow for an increase in the number of market rate ADUs that can be developed on a multi-unit lot as an incentive that would be awarded proportional to the number of low income units created in order to help offset the cost associated with creation of rent restricted units; and

WHEREAS, the exact income limit for lower income households is based on a combination of federal and state law whereby the United States Department of Housing and Urban Development (HUD) annually sets median family income (MFI) numbers to reflect its Section 8 income limits and changes thereto, and California's Department of Housing and Community Development then relies on the HUD MFI numbers to annually determine California's area median income (AMI) limits; and

WHEREAS, a lower income household is defined by State law as people or families whose gross income does not exceed 80 percent of AMI and includes low income, very low income, and extremely low income households; and

WHEREAS, an "Eligible Household" shall mean a household that has been determined to be eligible to be a tenant of the ADU as a lower income household; and

WHEREAS, "Affordable Rent" shall mean the maximum allowable rent for the Accessory Dwelling Unit, equal to one-twelfth (1/12th) of thirty percent (30%) of seventy percent (70%) of the Median Household Income, adjusted for assumed household size of two persons in a one-bedroom or three persons in a two-bedroom.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar, California, does hereby ordain as follows:

SECTION ONE:

An applicant for the ADU Incentive Program shall submit the City's universal development application and the Accessory Dwelling Unit application forms. The application forms shall identify the proposed development, including specification of the number of proposed deed restricted lower income units, identification of which units on-site are proposed as income restricted units, and identification of whether the units will be deed restricted for a minimum of 30 years or 55 years. Property owners who meet the requirements of the ADU Incentive Program commitment shall be granted incentives to help the owner offset the investment needed for creation of rent restricted units as set forth in Sections Two and Three of the Ordinance.

SECTION TWO:

The applicant shall demonstrate how the proposed development complies with the following provisions of the ADU Incentive Program applicable to proposed development in single dwelling unit and two-unit/duplex zones. Development is eligible where proposed on single dwelling unit lots in the R1-5, R1-5B, R1-10, R1-10B, R1-14, R1-40, and CVPP zones, and where proposed on lots that allow duplex development in the R2, RM-West, RM-Central, and RM-East zones.

In single dwelling unit and two-unit/duplex zones, a property owner that proposes to deed restrict a unit for rent to a lower income household is eligible for the following incentives subject to requirements that the bonus JrADU be limited to a maximum size of 500 square feet and located in the walls of the primary residence or existing ADU structure on-site:

- One 500 square foot floor area ratio bonus that may be used to expand the existing primary unit development on the lot subject to Design Review Board approval; and an
- Allowance to develop one bonus 500-square foot JrADU subject to ministerial ADU permit approval, notwithstanding the parameters under California Government Code Sections 65852.2 (ADU law) and 65852.22 (JrADU law), which only grant a right to JrADUs in single unit zones.

SECTION THREE:

The applicant shall demonstrate how the proposed development complies with the following provisions of the ADU Incentive Program applicable to proposed development in the Medium Density Mixed Residential (RM-East, RM-West, and RM-Central) zones, Medium Density Multiple (RM-South), High Density Mixed Residential (R2) zone, and non-residential zones (North Commercial and Professional Commercial) with more dense development (five or more units). Development in the Visitor-Commercial zone is not eligible for the Program. The applicant can be the owner, or owner's representative, and can include lots that are developed with apartments or condominium units.

On eligible properties with more dense development (five or more units), a property owner that proposes to deed restrict units for rent to lower income households is eligible for incentives allowing for an increase in the number of market rate units can be developed subject to requirements as follows:

- Owners shall designate the new deed restricted low-income units as any of the existing dwelling units and/or any new units proposed to be created on-site.
- Non-conforming properties that are over density are allowed to participate in the ADU Incentive Program if the proposed development has an on-site property manager.
- The number of bonus units (ADU or JrADU) awarded as an incentive would be commensurate with the number of low-income units created and the length of time committed to by the property owner for the low-income deed restriction. One bonus unit shall be awarded for each low-income unit with a 30-year contract commitment and 1.5 bonus units awarded for units with a 55-year contract commitment, up to a maximum of 15 bonus units per project. Bonus units per the ADU Incentive Program would be in addition to the two detached ADUs allowed for multi-unit development per State ADU law.

The following table identifies the number of units allowed per lot for multi-unit projects. The column indicating the "total maximum new units" accounts for the two detached ADUs allowed per State ADU law plus the bonus units awarded as an incentive per the ADU Incentive Program, and accounts for the fact that deed restricted low-income units would be designated from a combined total of the existing dwelling units on-site and any new units developed on-site (per the ADU Incentive Program and State ADU law). The bonus unit calculation is rounded down to the nearest whole number.

Proposed Incentives for Existing Dense Multi-Unit Projects			
Bonus Units Awarded if 30 year commitment (1:1)	Bonus Units Awarded if 55 year commitment (1.5:1)	Low Income Units Created	Total Maximum New Units (Includes two per State law + bonus units)
1	1	1	3
2	3	2	4-5
3	4	3	5-6
4	6	4	6-8
5	7	5	7-9
6	9	6	8-11
7	10	7	9-12
8	12	8	10-14
9	13	9	11-15
10	15	10	12-17

- Development of bonus units is subject to approval of an Administrative Coastal Development Permit in compliance with applicable ADU-related objective standards (exempt from discretionary review) and the following requirements:
 - Bonus units would be allowed to be developed as ADUs or JrADUs up to a maximum size of 500 square feet, notwithstanding California Government Code Sections 65852.2 (ADU law) and 65852.22 (JrADU law), which only grant a right to a JrADU in single dwelling unit zones and specify other ADU size parameters that are not applicable to the ADU Incentive Program.
 - Bonus units would be required to be developed inside the walls of existing buildings on-site in converted or repurposed space and/or within a maximum of one new structure subject to compliance with certified Local Coastal Program protections for public scenic views and environmentally sensitive habitat areas, minimum setbacks, maximum height, and parking standards of applicable base zones/overlay zones.
 - Development of the bonus units is exempt from the zone FAR and lot coverage limits.
 - Development of new structures shall be minimized. The bonus units shall be located in existing structures or consolidated and co-located into a maximum of one new structure.
- Development of bonus units that involves construction of a new structure or remodel of the existing structure that involves relocation, alteration, or modification of the exterior of any structure shall be subject to approval of a discretionary Design

Review Permit in accordance with Del Mar Municipal Code Chapter 23.08 (Design Review), prior to approval of the required Administrative Coastal Development Permit.

SECTION FOUR:

The property owner shall record a deed restriction to memorialize the owner's commitment to rent deed restricted ADUs or JrADUs at an "affordable rent" for the specified minimum number of years to any "eligible household". The deed restriction shall ensure that the deed restricted ADUs or JrADUs are maintained as continuously available for rental and occupancy as low income affordable units, that the deed restricted ADUs or JrADUs shall not be rented at market rate during the deed restricted time period, and that the deed restricted ADUs or JrADUs shall not be used for any other purpose than rental and occupancy as low income affordable units.

SECTION FIVE:

State law requires that the City provide an annual report to California's Department of Housing and Community Development by April 1 of each year to report on the status of the City's progress in meeting its regional housing obligation and in the implementation of adopted Housing Element goals. The property owner shall agree to provide annual reports by February 1 that identify the status of the deed restricted ADUs or JrADUs. Annual reports from the owner shall identify the total time rented during the prior calendar year, the rent collected, and shall include a statement of qualifying tenant income to demonstrate compliance with the maximum 80% area median income requirement.

SECTION SIX:

Lots that are developed to the maximum floor area of the applicable zone or that are legal non-conforming (i.e., non-conforming density) are eligible to participate in the ADU Incentive Program.

SECTION SEVEN:

The City shall have the authority to invoke the remedies and enforcement penalties for violation of this ordinance as set forth in Chapter 1.08, or any successor section thereof, of the Del Mar Municipal Code. Breach of any agreement entered into arising from this ordinance shall be considered a violation of this Ordinance. Notwithstanding the foregoing, the City shall also have the right to sue a property owner, for breaching the contract required by this ordinance, in the applicable state or federal court, not only for damages, but for specific performance of the contract. Nothing set forth in this Section shall serve to limit any other remedies available to the City at law or in equity and the City shall have the right to pursue all available remedies.

SECTION EIGHT:

Pursuant to the California Environmental Quality Act (CEQA), the proposed action has been analyzed and determined to be Exempt from CEQA as follows:

- Statutory exemption per Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h) applicable to the adoption of an ADU ordinance to implement the Government Code Section 65852.2 provisions; and
- Categorical exemption per CEQA Guidelines Class 1 exemption per Section 15301 (Existing Facilities) because the proposed amendments would allow a negligible expansion of existing residential use in urban, infill locations to accommodate ADUs and accessory bonus units through the proposed incentive program for creation of affordable housing for low income households consistent with the City's certified Housing Element; Class 2 exemption per Section 15302 (Replacement or Construction) because the proposed amendments would allow new small accessory units and structures only on sites with existing residential development and would maintain substantially the same purpose and capacity; Class 3 (New Construction or Conversion of Small Structures) because the amendments would allow for a limited number of new structures in compliance with the California Government Code mandatory provisions for ADUs, the City's certified LCP, and other applicable State Housing Law and Coastal Act requirements; and Class 32 (Infill Development Projects) because the proposed development would allow small-scale infill development consistent with the certified Housing Element, would not result in any significant effects to traffic, noise, air quality or water quality, would not be allowed within any locations containing environmentally sensitive habitat for endangered, rare, or threatened species, and would be limited to sites that can adequately be served by public services and utilities.

Notwithstanding applicability of the Statutory and Categorical Exemptions identified above, the proposed action has been the subject of prior environmental analysis in the 6th Cycle Housing Element Final Program Environmental Impact Report (SCH No. 2020029064) certified by the City Council on October 5, 2020 (Resolution 2020-52), which analyzed and disclosed anticipated impacts of future housing development. Refer to the Final PEIR: www.delmar.ca.us/DocumentCenter/View/7171/Final-PEIR-91020

No new or substantially greater impacts would result from implementation of the amended ADU Incentive Program. As such, pursuant to CEQA Guidelines Sections 15162 and 15163, and based on the review of the entire record, including without limitation, the Final PEIR referenced above, the proposed action does not require a subsequent EIR or further environmental review.

SECTION NINE:

This Ordinance was introduced by the City Council on December 4, 2023.

SECTION TEN:

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 ELEVEN:

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

SECTION TWELVE:

Upon adoption, the Ordinance will take effect and be in force 30 days from the date of City Council adoption.

SECTION THIRTEEN:


Once 15 low-income units have been created by the program, City staff shall return to City Council to evaluate and determine next steps.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California at the Regular Meeting held this 18th day of December, 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. 1003, 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 December, 2023, by the following vote:

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



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

RESOLUTION NO. 2023-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING A CITY COUNCIL POLICY ESTABLISHING AN ACCESSORY DWELLING UNIT (ADU) AMNESTY PROGRAM TO IMPLEMENT THE 6TH CYCLE HOUSING ELEMENT PROGRAM 2B

WHEREAS, the City maintains a City Council Policy Book with adopted Council policies stating the City Council's expectations for policies and procedures relating to General Administration, Boards, Commissions and Committees, and City Council Meeting Procedures; and

WHEREAS, the City Council adopted the 6th Cycle Housing Element on April 3, 2023, which included Program 2B within the Housing Plan indicating the City's intent to establish an ADU Amnesty Program; and

WHEREAS, in accordance with State law the Housing Element is intended to facilitate opportunities for a variety of housing types at a variety of income levels to accommodate the Regional Housing Needs Assessment (RHNA); and

WHEREAS, the purpose of the ADU Amnesty Program is to identify undocumented dwelling units that can be brought up to code and later be counted as moderate-income or low-income units to meet the City's RHNA and adopted housing goals as stated in the Housing Element; and

WHEREAS, the City's goal is to utilize a range of incentives offered through Housing Element Programs 2A and 2B to facilitate production of at least fifteen (15) low-income units and create additional opportunities consistent with Housing Element Program 6B, which commits the City to implement a suite of actions to create at least 100 new opportunities to improve housing choice and affordability options for moderate income, lower income, and special needs households; and

WHEREAS, establishing the ADU Amnesty Program by this City Council Policy would fulfill Program 2B within the Housing Plan of the certified Housing Element; and

WHEREAS, the proposed action has been analyzed and determined to be Statutorily Exempt from CEQA per Public Resources Code Section 21080.17 and CEQA Guidelines Sections 15282(h) and Categorically Exempt per CEQA Guidelines Class 1 15301 (Existing Facilities), Class 2 Section 15302 (Replacement or Construction), Class 3 (New Construction or Conversion of Small Structures), and Class 32 (Infill Development Projects); and

WHEREAS, the proposed action is consistent with prior environmental analysis prepared for the 6th Cycle Housing Element Final Program Environmental Impact Report ("PEIR") (SCH No. 2020029064) that was certified by the City Council on October 5, 2020

(Resolution 2020-52), and that PEIR analyzed the Housing Element Programs, including the Amnesty Program, and disclosed all anticipated environmental impacts of future housing development programs and reduce those impacts to levels of insignificance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar, California, hereby ratifies and approves City Council Policy 119 as set forth in Exhibit A to this Resolution; and

NOW, BE IT FURTHER RESOLVED that City Council Policy 119 be incorporated into the City Council Policy Book.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 4th day of December 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. 2023-48, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 4th day of December 2023, by the following vote:

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



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

 119	ACCESSORY DWELLING UNIT (ADU) AMNESTY PROGRAM	DATE ADOPTED:	12/04/2023
		BY RESOLUTION:	2023-48
		PAGES:	1 OF 3

I. PURPOSE AND INTENT:

This policy establishes the City of Del Mar Accessory Dwelling Unit (ADU) Amnesty Program and outlines the procedure by which a property owner would legalize an existing ADU that was previously constructed without the benefit of permits. The intent of the policy is to legalize unpermitted dwelling units and identify undocumented dwelling units that can be documented and reported to the State Department of Housing and Community Development Department in the Annual Housing Progress Report. Further, this Program will provide incentives to create deed-restricted moderate and low-income housing that can be assigned as moderate and low-income units in the City’s Regional Housing Needs Allocation (RHNA) and adopted housing goals as stated in the Housing Element. The establishment of this policy satisfies Program 2B and is a component of Program 6B of the City’s Certified 6th Cycle Housing Element.

II. POLICY

A. PROCEDURE:

The Amnesty Program shall commence on the date the policy is adopted by the City Council and be active for two years, unless extended by the City Council. Property owners will come forward, either voluntarily or through the City’s Code Enforcement process, to legalize the unpermitted dwelling unit(s) on their property. During the two-year Program, fee waivers may be granted in accordance with Table 1 below, depending on how the ADU is utilized.

Below is a step-by-step procedure to legalize an existing, unpermitted Accessory Dwelling Unit, and for creation of a low-income housing unit.

- 1) Property owner contacts the Planning Department for assistance with legalizing the existing ADU.
 - a. If the property owner comes forward due to a code enforcement complaint, a portion of the code enforcement fees may be waived in accordance with this Program.
- 2) City staff shall verify the unit existed as of April 15, 2021, and that the unit has not been previously counted toward the City’s RHNA.
- 3) The City shall provide confidential consultation and free initial inspection by Building Inspectors.
- 4) Applicant applies for Administrative Coastal Development Permit (Admin CDP), consistent with Chapter 30.91 and Chapter 30.75 of the Del Mar Municipal Code



**CITY OF DEL MAR
CITY COUNCIL POLICY BOOK**

119	ACCESSORY DWELLING UNIT (ADU) AMNESTY PROGRAM	DATE ADOPTED:	12/04/2023
		BY RESOLUTION:	2023-48
		PAGES:	2 OF 3

(DMMC). A portion of the permit fees may be waived for the Admin CDP as an incentive to create affordable housing for moderate-income or low-income households.

- 5) A building permit is required through the Building Division. The Applicant shall submit plans and a building permit application to begin the process. A portion of the building permit fees may be waived as an incentive to create affordable housing for moderate-income or low-income households.

- 6) Once the building permit is issued, the Applicant has five years to bring the ADU into compliance with Building Code Standards. The building permit standards related to timing for permit expiration identified in DMMC Section 23.50.030 shall be waived.

- 7) After the ADU has been brought into compliance with the California Building Code, and final building permit inspection has been completed on the building permit, if the Applicant agrees to rent the unit as a rent-restricted unit for moderate-income or low-income households for a 30-year period, a deed restriction shall be recorded with the County of San Diego documenting the income-restrictions of the unit.

See Table 1 on next page



**CITY OF DEL MAR
CITY COUNCIL POLICY BOOK**

119	ACCESSORY DWELLING UNIT (ADU) AMNESTY PROGRAM	DATE ADOPTED:	12/04/2023
		BY RESOLUTION:	2023-48
		PAGES:	3 OF 3

Table 1: Fee Waivers/Concessions based on ADU Type

	Above Moderate (Market Rate)	Moderate-Income ADU	Low-Income ADU
Code Enforcement Fees/Fines	Partial waiver up to \$500 maximum	100% waiver applied	100% waiver applied
Administrative Coastal Development Fees	No waiver applied	50% waiver applied	100% waiver applied
Building Permit Fees, including Building Inspection	No waiver applied	50% waiver applied	100% waiver applied
Deed Restriction Recordation Fee	No waiver applied	50% waiver applied	100% waiver applied
ADU Incentive Program	N/A	N/A	<ul style="list-style-type: none"> • Bonus JrADU • 500 SF FAR bonus towards non-ADU development on-site
Additional Concessions	No additional concessions	<ul style="list-style-type: none"> • Accommodate existing ADU size that exceeds allowed maximum ADU size (attached or detached ADU) • Accommodate ADU with existing height greater than 16 feet • Accommodate existing ADU size that exceeds allowable FAR/lot coverage for the lot 	