Click on an item in the Table of Contents to jump to that page.

Table of Contents

2023-10-2 Regular Meeting Agenda 2
Item 1 - Proclamation -California Clean Air Day 10
Item 2 - Minutes 11
Item 3 - List of Demands 20
Item 5 - ChargePoint Vehicle Chargers Warranty Coverage and Maintenance Contract Extension 38
Item 6 - 2023 Alert & Warning MOA with County 56
Item 7 - Construction Contract for 25th Street Exterior Door Replacement Project 97
Item 8 - Parks & Rec Appointment 113
Item 9 - Acceptance of Riverpath Property 122
Item 12 - Riverpath Phase III DRB and LC Permits 147
Item 14 - STR Report 190
Item 15 - Follow up to Referendum Agreement 213
Item 16 - Approval of Conceptual Design for 20th St Lifeguard Tower Driveway 244
Item 17 - Approval of Design Alternative and Task Order for Hoska Alley 254
Item 18 - Council Meeting Date 279

Del Mar City Council Meeting Agenda

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

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

Regular Meeting
Monday, October 2, 2023 at 4:30 PM

Tracy Martinez
Mayor

Dan Quirk
Deputy Mayor

Dave Druker
Council Member

Terry Gaasterland
Council Member

Dwight Worden
Council Member

Ashley Jones
City Manager

Leslie E. Devaney
City Attorney

Sarah Krietor
Administrative Services Manager/City Clerk

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

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

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

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

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

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

I. CALL TO ORDER/ROLL CALL

II. CITY ATTORNEY CLOSED SESSION REPORT

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC ORAL COMMUNICATIONS

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

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

V. CITY COUNCIL COMMENTS

VI. COMMUNITY ANNOUNCEMENTS

VII. CITY MANAGER'S REPORT

VIII. PRESENTATIONS

1. Proclamation in Support For and Declaration of California Clean Air Day on October 4, 2023

Recommended Action: Mayor Martinez to present proclamation.

Reference: Clerk's File No. 1201-5

IX. CONSENT CALENDAR

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

2. Approval of Minutes: September 18, 2023 Regular and Special Meeting, September 25, 2023 Special Meeting

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

3. Ratification of List of Demands, dated October 2, 2023

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

4. Waiver of Reading of Ordinances on Agenda

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

5. ChargePoint Electric Vehicle Charging Stations Warranty Coverage and Maintenance Contract Extension

Recommended Action: Staff recommends that the City Council: 1) Authorize the City Manager to execute a five-year network service and warranty extension through May 24, 2029, with the City's electrical vehicle charging vendor, ChargePoint, in an amount not to exceed $22,350 (Attachment A); and 2) Amend the Fiscal Year 2023-2024 Operating and Capital Budget as indicated in the Fiscal Impact section of this report.

Reference: Clerk's File No. 406-1

6. Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar

Recommended Action: Staff recommends that the City Council: 1) Approve the Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar (Attachment A); and 2) Authorize the City Manager to execute the Memorandum of Agreement.

Reference: Clerk's File No. 406-1, 1503-5

7. Award of Construction Contract for 25th Street Lifeguard Tower Exterior Door Replacement Project

Recommended Action: Staff recommends that the City Council: 1) Award a $39,635 construction contract with CTT Contemporary Furniture Incorporated (CTT Furniture) for the 25th Street Lifeguard Tower Exterior Door Replacement Project (Project) (Attachment A); 2) Approve a project contingency of $5,000; and 3) Authorize the City Manager to execute the contract and any contract changes necessary to complete the work.

Reference: Clerk's File No. 406-1

8. Parks and Recreation Committee Appointment

Recommended Action: The City Council Liaisons to the Parks and Recreation Committee recommend that the City Council appoint Ann Feeney as a voting member to the Committee to serve the balance of a vacant term starting October 2, 2023, and ending on January 1, 2024.

Reference: Clerk's File No. 401-5

9. Purchase of Real Property Related to the Del Mar Riverpath Phase 3 Project

Recommended Action: Staff recommends that the City Council: 1) Approve a Purchase & Sale Agreement (Attachment A) for the purchase of Assessor Parcel Number (APN) 299-200-51 (Property); 2) Adopt a Resolution (Attachment B) authorizing recordation of a Certificate of Acceptance (Attachment C) and a Grant Deed (Attachment D) to purchase real property known as APN 299-200-51; and 3) Authorize the City Manager to execute and record documents necessary to facilitate acquisition of the Property.

Reference: Clerk's File No. 702-1

X. PUBLIC HEARING

10. Continued to October 16, 2023 Council Meeting: Introduce Updated Accessory Dwelling Unit (ADU) Ordinance, Including Provisions for Tiny Homes

Reference: Clerk's File No. 303-1, 304-7, 401-4, 401-9

11. Continued to October 16, 2023 Council Meeting: Introduce Updated ADU Incentive Program Ordinance (Uncodified)

Reference: Clerk's File No. 303-1, 304-7, 401-4

12. Riverpath Del Mar Extension Project Phase 3 Design Review Permit, Land Conservation Permit, and Final Design Acceptance

Recommended Action: Staff recommends that the City Council: 1) Adopt a Resolution (Attachment A) conditionally approving Design Review Permit DRB23-008 and Land Conservation Permit LC23-003 for the construction and associated grading of the Riverpath Del Mar Extension Project Phase 3; and 2) Accept the Final Design.

Reference: Clerk's File No. 301-5

XI. COUNCIL MEETING RECESS

XII. CITY COUNCIL OTHER BUSINESS

13. Continued to October 16, 2023 Council Meeting: Resolution to Adopt ADU Amnesty Program/Policy

Reference: Clerk's File No. 303-1, 304-7

14. Discussion of Regulatory Framework Examples and Policy Direction for Short Term Rental Regulation

Recommended Action: Staff recommends that the City Council review a summary of short-term rental regulations from other jurisdictions (Attachment A) and provide direction to staff to develop new draft short term rental (STR) policies and regulations for the City of Del Mar.

Reference: Clerk's File No. 301-19

15. City Council Consideration of Follow Up Actions Pursuant to the Agreement for Withdrawal of the Referendum Against City Ordinance 973 Relating to Allowable Land Use and Development in the North Commercial Zone Including Short Term Rentals and Condominium Conversions

Recommended Action: It is requested that the City Council consider two follow up actions pursuant to the Agreement executed between the City of Del Mar and Del Mar Hillside Community Group for withdrawal of the Referendum (Attachment A) against the adopted North Commercial Zone Housing Element-Related Ordinance 973 as follows:

- Consider whether to prohibit Condominium Conversions of market rate units developed pursuant to "by-right" development in the North Commercial Zone (NC Zone) as part of the Housing Element Program 4E (Condominium Conversions) code amendments that will be clarified in conjunction with the Inclusionary Housing ordinance currently in process via Housing Element Program 4D; and

- Consider whether to prohibit Short Term Rentals (STRs) in any "by-right" development project in the NC Zone as part of implementation of the special project currently in process to establish new citywide STR regulations and implement Housing Element Program 5C.

Staff recommends that the City Council defer any decisions on limits for Condominium Conversions and STRs in the NC Zone to coincide with the citywide policy discussions and decisions that are forthcoming related to those respective special projects in process.

Reference: Clerk's File No. 301-19, 302-7

16. Approval of Conceptual Design for the 20th Street Lifeguard Tower Driveway Project

Recommended Action: Staff recommends that the City Council approve the conceptual design for the 20th Street Lifeguard Tower Driveway Project (Attachment A).

Reference: Clerk's File No. 102-4, 103-6

17. Approval of Recommended Design Alternative (Phase I) and Task Order with Michael Baker International to Perform Engineering Design Services (Phase II) for the Hoska Alley Project

Recommended Action: Staff recommends the City Council: 1) Approve further design of Alternative 2 from the Phase I Hoska Alley Developmental Alternatives Analysis (Attachment A); 2) Approve a $41,100 Task Order (Attachment B) with Michael Baker International (MBI) to proceed with Phase II Final Plans, Specifications, and Estimate (PS&E) for the development of Hoska Alley; and 3) Authorize the City Manager to execute the Task Order.

Reference: Clerk's File No. 406-1

18. Consideration of City Council Meeting Schedule Change

Recommended Action: Mayor Martinez and Councilmember Worden recommend that the City Council evaluate the current meetings days, which are the 1st and 3rd Mondays of each month, as set forth in the Del Mar Municipal Code (DMMC) and discuss whether there is an interest among a majority of the Council to implement changes.

Reference: Clerk's File No. 401-1

XIII. REGIONAL ORGANIZATION REPORTS

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

A. 22nd District Agricultural Association Community Relations Committee (Gaasterland/Martinez)
B. Clean Energy Alliance JPA (CEA) Board of Directors (Druker/Worden)
C. CSA-17 Ambulance District Advisory Board (Martinez/Quirk)
D. Fire Governance Board, Solana Beach/Del Mar/Encinitas (Quirk/Martinez)
E. League of California Cities – San Diego Chapter (Martinez/Worden)
F. League of California Cities – Coastal Cities Group (Worden)
G. North County Transit District (NCTD) (Druker/Gaasterland)

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

XIV. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

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

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

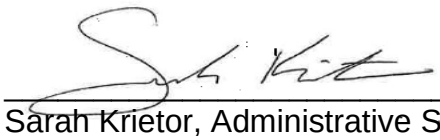
XV. UPCOMING AGENDA ITEMS

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.

October 16, 2023
Lease Agreement between NCTD and City of Del Mar for Parcel 299-100-3300 (San Dieguito Parking Lot)
First Amendment to Agreement with Stephen Dalton Architects for As-Needed Architectural Services
Appointment to Finance Committee and Resolution to Amend the Finance Committee Charter to Reduce the Membership
Introduce Updated Accessory Dwelling Unit (ADU) Ordinance, Including Provisions for Tiny Homes
Introduce Updated ADU Incentive Program Ordinance (Uncodified)
Utility Undergrounding District 1B Formation
Adoption of the 2024 City Council Meeting Schedule
Resolution to Adopt ADU Amnesty Program/Policy
Utility Undergrounding Program Update
Utility Undergrounding District 1A & X1A Task Order Amendments
Initial Consideration Appeal of Encroachment Permit EP 22-101

XVI. 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 28th day of September, 2023 at approximately 9:45 a.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

9/28/2023
Date

City of Del Mar
PROCLAMATION

Support for and Declaration of California Clean Air Day
October 4, 2023

Whereas, the City of Del Mar is committed to the health of our residents, workforce, visitors, and community at large; and

Whereas, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect public health; and

Whereas, California has some of the worst air quality in the United States; and

Whereas, it is vital the we protect the health and well-being of our residents, visitors, and workforce; and

Whereas, individual actions such as not idling vehicles, walking or biking to work and school, carpooling and conserving energy can directly improve air quality in our region; and

Whereas, City employees, vendors and elected officials have tremendous power to help lower emissions; and

Whereas, pledges by individuals have shown to result in action; and

Whereas, education about air quality can raise community awareness, encourages our community to develop better habits, and improve our community health; and

Whereas, Californians will be joining together across the state to clear the air on October 4, 2023.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City of Del Mar that the first Wednesday of October be declared "Clean Air Day" and that the City encourages all residents, businesses, employees, and community members to participate in Clean Air Day, take the clean air pledge, and help clear the air for all Californians.

Dated: October 2, 2023

Tracy Martinez, Mayor
City of Del Mar

CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
SEPTEMBER 18, 2023
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014

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

CALL TO ORDER
Mayor Martinez called the Regular Meeting to order at 4:30 p.m.

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

CITY ATTORNEY CLOSED SESSION REPORT
City Attorney Leslie Devaney reported that all members of the City Council were present for closed session meeting on September 18, 2023, with Deputy Mayor Quirk arriving shortly after the start of the meeting at 2:46 p.m. and otherwise being available for the rest of the meeting. She reported that there were no reportable actions for any closed session items and that for Items D and E Councilmember Druker was recused due to living within 500 feet of the subject matter of the discussion.

PLEDGE OF ALLEGIANCE
Mayor Martinez led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS
Mayor Martinez opened public oral communications and Ken Olson spoke regarding the Carmel Valley Precise Plan (CVPP). Mayor Martinez closed public oral communications.

CITY COUNCIL COMMENTS & COMMUNITY ANNOUNCEMENTS
Councilmember Worden reported on the Del Mar Foundation's annual picnic held on Sunday, September 17, 2023, and upcoming League of California Cities Annual Conference that he will attend on behalf of the North County Coastal Cities group. Councilmember Druker reported that he was wearing a hat during the City Council meeting due to a recent medical procedure. He explained that he wanted to be sure the public understood why he was wearing a hat and that it was not his normal practice or intended to be disrespectful. Councilmember Druker also reported that he presented a proclamation at the Top Tech Awards held at the Del Mar Fairgrounds on September 13, 2023. Mayor Martinez reported on the Rotary Club of Del Mar's Sunset Soiree Gala and auction on September 12, 2023. Mayor Martinez also reported on the City's opposition letter submitted on Senate Bill (SB) 423 which passed the State Senate and the house and is currently on the Governor's desk for signature. Deputy Mayor Quirk reported on a Union Tribune article related to the City of San Diego.

CITY MANAGER'S REPORT

City Manager Ashley Jones reported on repairs of traffic signal conduits and wires on Via de la Valle and Jimmy Durante Boulevard occurring in the evening of September 18,19, and 26, 2023; City receiving the San Diego Association of Governments (SANDAG) Platinum Tier Diamond Award for its employee commuter program; upcoming SANDAG LOSSAN Rail Realignment Project presentation and workshop in the Del Mar Town Hall on October 4, 2023, from 6:00-7:30 p.m.; planned southbound lane closure on Camino del Mar related to the Hillstone project construction on September 26, 2023; and short-term rental regulations that will be presented to the City Council on October 2, 2023.

PRESENTATIONS

ITEM 1: CHECK PRESENTATION FROM ASSEMBLYMEMBER TASHA BOERNER FOR $500,000 IN SAND REPLENISHMENT PROJECT FUNDING (CLERK'S FILE NO. 1404-1, 1404-2)

Mayor Martinez introduced the item. Assemblymember Tasha Boerner, who represents Assembly District 77, presented the City with a $500,000 check for sand replenishment project funding.

Council discussion focused on appreciation for Assemblymember Boerner's efforts to secure the funding.

There were no public speakers for the item.

CONSENT CALENDAR

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

IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY COUNCILMEMBER DRUKER TO APPROVE THE CONSENT CALENDAR ITEMS 2 THROUGH 7 AND 9.

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

ITEM 2: APPROVAL OF MINUTES: SEPTEMBER 5, 2023 REGULAR AND SPECIAL MEETING (CLERK'S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 3: RATIFICATION OF LIST OF DEMANDS, DATED SEPTEMBER 18, 2023 (CLERK'S FILE NO. 201-3)

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

ITEM 5: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING THE CITY'S LOCAL COASTAL PROGRAM AND DEL MAR MUNICIPAL CODE CHAPTER 30.80 PARKING REGULATIONS (CLERK'S FILE NO. 401-4, 401-9, 905-3)

Council adopted Ordinance 999, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, TO REPEAL AND REPLACE ORDINANCE 997 ADOPTED BY THE CITY COUNCIL ON JUNE 19, 2023, AND AMEND ORDINANCE 982 ADOPTED BY THE CITY COUNCIL ON DECEMBER 13, 2021, IN ORDER TO CORRECT DEFICIENCIES IN THE PRIOR ORDINANCES FOR CONSISTENCY WITH THE MAY 10, 2023, CALIFORNIA COASTAL COMMISSION ACTION IDENTIFYING MODIFICATIONS REQUIRED TO OBTAIN FINAL CERTIFICATION OF THE SUBMITTED PARKING-RELATED LOCAL COASTAL PROGRAM AMENDMENT APPLICATION", on consent.

ITEM 6: SECOND READING AND ADOPTION OF AN ORDINANCE TO IMPLEMENT HOUSING ELEMENT PROGRAM 1F RELATING TO THE REGULATION OF MANUFACTURED HOMES (CLERK'S FILE NO. 304-7, 401-4, 401-9)

Council adopted Ordinance 1000, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADDING A NEW CHAPTER 23.15 (MANUFACTURED HOMES) TO THE DEL MAR MUNICIPAL CODE; AND AMENDING DEL MAR MUNICIPAL CODE SECTION 30.04.130 (MANUFACTURED HOMES DEFINITION); AMENDING DEL MAR MUNICIPAL CODE SECTION 30.86.050 (SUPPLEMENTAL REGULATIONS – BUILDINGS MOVED); AND AMENDING DEL MAR MUNICIPAL CODE 23.16.020 (MOVING BUILDINGS – ISSUING AUTHORITY) ALL RELATING TO THE REGULATION OF MANUFACTURED HOMES IN THE CITY OF DEL MAR", on consent.

ITEM 7: AGREEMENT WITH NORTH COUNTY EVS, INC. FOR FIRE ENGINE MAINTENANCE AND AS-NEEDED REPAIR SERVICES (CLERK'S FILE NO. 406-1, 1101-8)

Council approved a Professional Services Agreement with North County EVS, Inc. to provide fire engine maintenance and as-needed repair services; and authorized the City Manager to execute the Agreement, on consent.

ITEM 8: APPROVAL OF TASK ORDERS WITH MICHAEL BAKER INTERNATIONAL AND NOVA SERVICES TO PERFORM SURVEY/MAPPING AND GEOTECHNICAL SERVICES FOR THE JIMMY DURANTE BOULEVARD BLUFF PROJECT (CLERK'S FILE NO. 406-1, 803-3)

A brief presentation was provided by Public Works Director Joe Bride. Mayor Martinez opened the item to public comment and Monica Meredith spoke in support of the project. Mayor Martinez closed the item to public comment. City Council questioned focused on the timeline for the project; whether the cause of the landslide that occurred in 2019 had been determined; and types of retaining walls being considered.

IT WAS MOVED BY COUNCILMEMBER DRUKER AND SECONDED BY COUNCILMEMBER GAASTERLAND TO APPROVE A $12,600 TASK ORDER WITH MICHAEL BAKER INTERNATIONAL (MBI) TO CONDUCT SURVEY AND MAPPING SERVICES; APPROVE A $29,800 TASK ORDER WITH BARNETT QUALITY CONTROL SERVICES, INC. DBA NOVA SERVICES, INC. (NOVA) TO CONDUCT GEOTECHNICAL SERVICES; AUTHORIZE THE CITY MANAGER TO EXECUTE THE TASK ORDERS FOR MBI AND NOVA RELATED TO THE JIMMY DURANTE BOULEVARD BLUFF PROJECT; AND AMEND THE FISCAL YEAR (FY) 2023-2024

OPERATING AND CAPITAL BUDGET AS DESCRIBED IN THE FISCAL IMPACT SECTION OF THIS REPORT. (VOTE 5-0)

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

ITEM 9: AUTHORIZATION FOR ELECTRONIC SIGNATURE USE ON OFFICIAL CITY DOCUMENTS (CLERK'S FILE NO. 203-1)

Council adopted Resolution 2023-34, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING THE USE OF ELECTRONIC SIGNATURES ON OFFICIAL CITY DOCUMENTS AND AUTHORIZING THE CITY MANAGER TO DEVELOP AND IMPLEMENT AN ADMINISTRATIVE POLICY REGARDING THE USE OF ELECTRONIC SIGNATURES", on consent.

CITY COUNCIL OTHER BUSINESS

ITEM 10: RIVERPATH DEL MAR EXTENSION PROJECT PHASE 3 DESIGN REVIEW AND AUTHORIZATION TO APPLY FOR STATE AND COUNTY GRANTS (CLERK'S FILE NO. 803-3)

An introduction to the item was provided by City Manager Jones. A presentation was provided by Principal Engineer Karen Falk and Senior Engineer with Michael Baker International (MBI) Geoffrey Retemeyer. MBI Vice President Tim Thiele and Public Works Director Joe Bride were available to answer questions.

Council questions focused on the proposed fencing along the lagoon; engineer's estimate for the Riverpath Del Mar Extension Project Phase 3 (Project); process for developing the engineer's estimate; clarifications on the costs included in various line items in the engineer's estimate for the Project; Project construction timeline and bird nesting season; longevity of the boardwalk structure; Lagoon Committee recommendation related to expansion of the Project's fencing; height of the fencing; status and potential future use of the boardwalk planks previously removed from the Lagoon restoration area; mitigation area and plan; and grant funding applications.

Mayor Martinez opened the item to public comment and Dean Meredith spoke. Mayor Martinez closed the item to public comment.

Council discussion focused on the engineer's cost estimate; material and labor costs; support for the City's pursuit of the grant applications; fencing options; differential between the 90% and 100% design; bidding process for public projects; support for the Project; rational for staff's recommendation regarding the expanded Project fencing; desire to protect the Lagoon habitat; importance of the Council's role related to fiscal responsibility in regards to public projects; and trust and confidence in staff and MBI for their preparation of the design and engineer's estimate.

IT WAS MOVED BY COUNCILMEMBER DRUKER AND SECONDED BY COUNCILMEMBER GAASTERLAND TO DIRECT STAFF TO RETURN TO THE COUNCIL FOR FINAL DESIGN AND NECESSARY PERMIT APPROVALS; ADOPT RESOLUTION 2023-35, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE RIVERPATH DEL MAR EXTENSION PROJECT PHASE 3; ADOPT A RESOLUTION 2023-36, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE APPLICATION FOR

GRANT FUNDS FROM THE STATE COASTAL CONSERVANCY FOR THE RIVERPATH DEL MAR EXTENSION PROJECT PHASE 3; ADOPT RESOLUTION 2023-37, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATIONS WITH THE COUNTY OF SAN DIEGO FOR NEIGHBORHOOD REINVESTMENT PROGRAM AND COMMUNITY ENHANCEMENT FUNDING FOR FISCAL YEAR 2024-2025"; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS. (VOTE 5-0)

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

City Council consensus was to direct staff to look into the suggestions raised by Dean Meredith related to the stainless steel cable for the fencing and composite wood for the boardwalk.

ITEM 11: AGREEMENT FOR FISCAL YEAR 2023-2024 STREET SWEEPING SERVICES AND CONSIDERATION OF SHORT AND LONG-TERM PROGRAM ALTERNATIVES (CLERK'S FILE NO. 406-1)

An introduction to the item was provided by City Manager Jones. A presentation was provided by Public Works Director Bride. Public Works Operations Manager Mike D'Aquila and City storm water consultant Principal Engineer Mikhail Ogawa with Mikhail Ogawa Engineering (MOE) were available to answer questions.

Council questions and discussion focused on red dot comments received related to street sweeping on Coast Boulevard and Stratford Court; whether 15th Street east of Camino del Mar was included in the proposed scope of work; whether Ocean Ave from 13th to 15th Street is included in the proposed scope of work; maintenance of the City Hall parking structure and surface lot; street sweeping at the Fairgrounds and for related events; whether the City can pursue other methods besides street sweeping to prevent pollutants from entering in the storm drain system; and amount of debris removed by street sweeping.

There were no public speakers for the item.

IT WAS MOVED BY COUNCILMEMBER DRUKER AND SECONDED BY COUNCILMEMBER GAASTERLAND TO APPROVE STAFF'S RECOMMENDATION AS AMENDED BY THE STAFF RED DOT INCLUDING AN AGREEMENT WITH SWEEPING CORPORATION OF AMERICA (SCA) TO PERFORM STREET SWEEPING SERVICES FOR FISCAL YEAR (FY) 2023-2024 IN AN AMOUNT NOT-TO-EXCEED $56,000; AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE AGREEMENT TERMS WITHIN THE COUNCIL APPROVED SCOPE OF SERVICES INCLUDING ADDITIONAL AREAS OUTLINED IN THE RED DOT AND OCEAN AVENUE FROM 13TH STREET TO 15TH STREET; AND AUTHORIZE CITY STAFF TO PARTICIPATE IN A REGIONAL RFP WITH OTHER SAN DIEGO MUNICIPALITIES TO SOLICIT PROPOSALS FOR STREET SWEEPING SERVICES. (VOTE 5-0)

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

ITEM 12: ESTABLISHMENT OF COUNCIL POLICY RELATED TO THE ROLES & RESPONSIBILITIES OF THE COUNCIL-APPOINTED MAYOR AND DEPUTY MAYOR (CLERK'S FILE NO. 101-2, 401-1)

A presentation was provided by Mayor Martinez and Councilmember Druker.

DRAFT

Council questions and discussion focused on the Mayor's role of ensuring equal opportunity for fair and equitable participation at meetings for all Councilmembers and the public; City's efforts to develop policies related to City Council roles, processes and procedures; required time commitment associated with being Mayor; critical importance of the Mayor representing the City Council's position publicly, even if it conflicts with the Mayor's personal position on a given issue; and difference between a Council appointed versus elected Mayor.

There were no public speakers for item.

IT WAS MOVED BY COUNCILMEMBER DRUKER AND SECONDED BY MAYOR MARTINEZ TO APPROVE RESOLUTION 2023-38, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING CITY COUNCIL POLICY 118 PERTAINING TO THE ROLES AND RESPONSIBILITIES OF THE COUNCIL-APPOINTED MAYOR AND DEPUTY MAYOR" WITH THE REVISION TO SECTION II(A)1 OF THE POLICY TO READ, "SERVING AS THE PRESIDING OFFICER OF THE CITY COUNCIL IN ACCORDANCE WITH THE DEL MAR MUNICIPAL CODE (DMMC) CHAPTER 2.20.020, AND IN DOING SO ENSURING EQUAL OPPORTUNITY FOR PARTICIPATION AMONG THE COUNCIL AND MEMBERS OF THE PUBLIC, AS WELL AS ENSURING DECORUM BY MEMBERS OF THE COUNCIL AND PUBLIC CONSISTENT WITH THE CITY'S ADOPTED CODE OF CIVIL DISCOURSE AND COUNCIL POLICY." (VOTE 5-0)

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

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

City Council representatives reported on the SANDAG Shoreline Working Group; Parks and Recreation Committee; SANDAG Board; SANDAG Audit Committee; 22nd Agricultural District Community Relations Committee; round table discussion on homelessness hosted by Supervisor Nora Vargas; Del Mar Community Connections; Clean Energy Alliance; and Traffic and Parking Advisory Committee.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 7:03p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk

DRAFT

DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
SEPTEMBER 18, 2023
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California

CALL TO ORDER
Mayor Martinez called the meeting to order at 2:30 P.M.

ROLL CALL
Present: Mayor Tracy Martinez; and Councilmembers Dave Druker, Terry Gaasterland and Dwight Worden. Deputy Mayor Quirk arrived shortly after the start of the meeting at 2:46 p.m.

CLOSED SESSION

A) Conference with Legal Counsel – Existing Litigation
North County Transit District (NCTD) – Verified Petition for Declaratory Order
Surface Transportation Board Finance Docket No. 36433
Authority: Government Code section 54956.9(d)(1)
Reportable Action: None.

B) Conference with Legal Counsel – Significant Exposure to Litigation
Number of Cases: Two
Description: Liabilities related to NCTD right-of-way; City Regional Housing Needs Assessment (RHNA) Allocation – State Employment Development Department (EDD) Data
Authority: Government Code section 54956.9(d)(2)
Reportable Action: None.

C) Conference with Legal Counsel – Initiation of Litigation
Number of Cases: One
Description: City RHNA Allocation - EDD Data
Authority: Government Code section 54956.9(C)
Reportable Action: None.

D) Conference with Legal Counsel - Existing Litigation
The Winston School of San Diego, Inc. v. City of Del Mar
San Diego Superior Court Case No. 37-2021-00042977-CU-CO-CTL
Authority: Government Code Section 54956.9(d)(1)
Reportable Action: None. Councilmember Druker was recused from participating in this item due to living with 500 feet of the subject matter of that discussion.

E) Real Property Negotiations
Property: Winston School, 215 9th Street, Del Mar, CA 92014
Negotiating Parties: City of Del Mar and Winston School

Under Negotiation: Price, terms of lease payment
Authority: Government Code Section 54956.8
Reportable Action: None Councilmember Druker was recused from participating in this item due to living with 500 feet of the subject matter of that discussion.

ADJOURNMENT
Mayor Martinez adjourned the meeting at 3:58 P.M.

_____
Sarah Krietor, Administrative Services Manager/
City Clerk

DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
SEPTEMBER 25, 2023
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar, California

CALL TO ORDER
Mayor Martinez called the meeting to order at 4:00 P.M.

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

CLOSED SESSION

A) Conference with Legal Counsel - Significant Exposure to Litigation
Number of Cases: One
Description: Personnel Matter
Authority: Government Code Section 54956.9(b)
Reportable Action: None.

ADJOURNMENT
Mayor Martinez adjourned the meeting at 5:40 P.M.

_____
Sarah Krietor, Administrative Services Manager/
City Clerk

LIST OF DEMANDS

CITY OF DEL MAR
for
City Council Meeting
October 2, 2023

Vendor Payment Checks		$ 169,076.84
Voids		-
Electronic Fund Transfers (EFT)		1,025,051.68
Electronic Wires		65,238.38
	Total	$ 1,259,366.90

Approved by:

Monica Molina
Finance Manager/Treasurer

Date:
9/25/2023

Approved by:

Tracy Martinez
Mayor

Date:

Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5239	9/15/2023	ace02	ACE UNIFORMS LLC	VS0109298	8/19/2023	UNIFORMS FIRE	930.74	930.74
	Voucher:	5239						
5240	9/15/2023	cof01	COFFEE AMBASSADOR, INC.	INV38355	9/12/2023	COFFEE - CH	367.67	367.67
	Voucher:	5240						
5241	9/15/2023	cor11	CORODATA MEDIA STORAGE	DS1306175	8/31/2023	STORAGE SRVCS AUG	233.33	233.33
	Voucher:	5241						
5242	9/15/2023	cor07	CORODATA RECORDS MGT IN	RS4935884	8/31/2023	STORAGE SRVCS AUG	155.36	155.36
	Voucher:	5242						
5243	9/15/2023	cor22	CORVEL CORPORATION	1458386	8/22/2023	MEDICARE REPORTING FEE	250.00	250.00
	Voucher:	5243						
5244	9/15/2023	del14	DEL MAR VILLAGE ASSOCIATI	3	9/11/2023	DMVA AGRMNT JUL	37,400.49	37,400.49
	Voucher:	5244						
5245	9/15/2023	dix01	DIXIELINE LUMBER CO	06-0521086	8/30/2023	MAINT/REPAIR SUPP PW	104.76	
	Voucher:	5245		06-0521473	9/4/2023	MAINT/REPAIR SUPP PW	97.54	
				06-0521561	9/4/2023	BLDG MAINT SUPP FIRE	48.84	
				06-0506808	5/10/2023	CREDIT - REF INV 06-050667(	-34.71	216.43
5246	9/15/2023	hel04	HELIX ENVIRONMENTAL PLAN	119924	8/25/2023	RIVER PATH ENV ENG PHASE	855.00	855.00
	Voucher:	5246						
5247	9/15/2023	ful01	KURT MORGAN	41196	9/6/2023	BUSINESS CARDS	229.32	229.32
	Voucher:	5247						
5248	9/15/2023	lif01	LIFE-ASSIST	1354866	8/17/2023	AMBULANCE SUPP FIRE	84.40	84.40
	Voucher:	5248						
5249	9/15/2023	lou01	LOUKELTON DISTRIBUTING IN	80443	9/5/2023	JANITORIAL SUPP PW	450.88	450.88
	Voucher:	5249						
5250	9/15/2023	mot05	MOTOROLA SOLUTIONS, INC	8281706199	9/1/2023	MOTOROLA BATTERIES PL	329.73	329.73
	Voucher:	5250						
5251	9/15/2023	sou07	SOUTHERN CALIFORNIA FLEE	ES17598	8/28/2023	FIRE ENG MAINT AUG	823.40	823.40
	Voucher:	5251						
5252	9/15/2023	wex01	WEX BANK	0496-00-496530	9/6/2023	GAS & OIL PW AUG	6,743.62	6,743.62
	Voucher:	5252						
5253	9/15/2023	wex01	WEX BANK	0496-00-495760	9/6/2023	GAS & OIL FIRE AUG/SEP	1,533.06	1,533.06
	Voucher:	5253						

Sub total for EFT GENERAL ACCOUNT US BANK:	50,603.43

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
137149	9/15/2023	aai01	AAIR PURIFICATION SYSTEM	23690	8/22/2023	HOSE REPAIR FIRE	445.32	445.32
	Voucher:	137149						
137150	9/15/2023	air01	AIRGAS USA LLC	9141586067	8/30/2023	WELDING EQUIPMNT SUPP F	184.18	184.18
	Voucher:	137150						
137151	9/15/2023	all01	ALLSTAR FIRE EQUIPMENT	250220	9/1/2023	UNIFORM HOODS / GLOVES	478.95	478.95
	Voucher:	137151						
137152	9/15/2023	ame50	AMERICAN MEDICAL RESPON	DMF09012023-0	9/1/2023	TB TESTING FIRE	96.35	96.35
	Voucher:	137152						
137153	9/15/2023	sbc03	AT&T	9391059863	9/1/2023	TELEPHONE AUG	396.04	396.04
	Voucher:	137153						
137154	9/15/2023	cli04	CLIFTONLARSONALLEN LLP	3862069	8/31/2023	AUDIT FY 23	7,050.00	7,050.00
	Voucher:	137154						
137155	9/15/2023	cou16	COUNTY OF SAN DIEGO - RE	24CTOFDMC02	9/1/2023	RCS PAGING SRVCS - AUG	70.00	70.00
	Voucher:	137155						
137156	9/15/2023	dai03	DAILY DIRECT MAIL	11402-11	9/11/2023	UTILITY BILLS SEP	215.00	215.00
	Voucher:	137156						
137157	9/15/2023	dix02	DIXON, ERIC	09112023	9/11/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	137157						
137158	9/15/2023	fer07	FERGUSON ENTERPRISES IN	0832542	8/2/2023	CLA-VAL MAINT/REPAIR SUPI	6,232.47	
	Voucher:	137158		0833231-1	8/29/2023	WATER METER PARTS	115.36	6,347.83
137159	9/15/2023	geo05	GEORGE HILLS	INV1026101	9/1/2023	ANNUAL INSURANCE REPOR	500.00	500.00
	Voucher:	137159						
137160	9/15/2023	int09	GREGORY CONLEY, DBA INTE	402	9/5/2023	SCADA SYS MAINT JUL/AUG	500.00	500.00
	Voucher:	137160						
137161	9/15/2023	hin06	HINDERLITER DE LLAMAS AN	SIN031313	9/11/2023	SALES TAX SRVCS JUL/SEP	1,486.23	1,486.23
	Voucher:	137161						
137162	9/15/2023	lin24	LINEGEAR	46947	8/25/2023	UNIFORM SUPP FIRE	433.45	433.45
	Voucher:	137162						
137163	9/15/2023	nap01	NAPA AUTO PARTS	692116	8/21/2023	VEHICLE MAINT SUPP PW	262.83	262.83
	Voucher:	137163						
137164	9/15/2023	oca01	OCAMPO, BOBBY	Ref000172396	9/7/2023	UB Refund Cst #00007143	51.78	51.78
	Voucher:	137164						
137165	9/15/2023	san10	PACIFIC SAFETY CENTER	84564	8/31/2023	MBRSHIP 11/01-10/31/2024	145.00	145.00
	Voucher:	137165						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
137166	9/15/2023	par35	PARADIGM MECHANICAL COF	5832	8/31/2023	MAINT HVAC SRVCS CH	1,212.50	1,212.50
	Voucher:	137166						
137167	9/15/2023	rcp01	RCP BLOCK & BRICK INC.	32939139	8/24/2023	BULK FERTILIZED SOIL SHOF	306.94	
	Voucher:	137167		32939152	8/24/2023	BULK DECOMPOSED GRANIT	245.47	552.41
137168	9/15/2023	sdg02	SAN DIEGO GAS & ELECTRIC	0081 7377 2988	9/6/2023	UTILITIES AUG	15,098.61	
	Voucher:	137168		0066 5491 6833	9/6/2023	UTILITIES AUG	4,697.42	
				0066 5392 2766	9/6/2023	UTILITIES AUG	1,386.49	
				0069 0908 1676	9/6/2023	UTILITIES AUG	441.06	
				0067 3735 0888	9/7/2023	UTILITIES AUG	290.49	
				2100 0065 8024	9/6/2023	UTILITIES AUG	249.92	
				0096 3381 7034	9/6/2023	UTILITIES AUG	41.53	
				0065 9549 9411	9/6/2023	UTILITIES AUG	25.08	
				0055 0306 8492	9/6/2023	UTILITIES AUG	19.37	
				0097 5436 8967	9/6/2023	UTILITIES AUG	18.99	
				0053 7739 5442	9/6/2023	UTILITIES AUG	18.92	
				0085 7750 3585	9/7/2023	UTILITIES AUG	17.77	
				0099 5222 5392	9/1/2023	UTILITIES AUG	17.43	
				0057 1108 9098	9/6/2023	UTILITIES AUG	13.49	22,336.57
137169	9/15/2023	dar02	SANDRA S RAMEY	0901236051	9/1/2023	DEAD ANIMAL REMOVAL AUG	159.68	159.68
	Voucher:	137169						
137170	9/15/2023	sig12	SIGNA DIGITAL SOLUTIONS IN	31111115	8/24/2023	COPIER - PW AUG	142.74	142.74
	Voucher:	137170						
137171	9/15/2023	sou08	SOUTHWEST SIGNAL SERVIC	82747	8/31/2023	TRAFFIC SIGNAL MAINT AUG	472.50	
	Voucher:	137171		82748	8/31/2023	TRAFFIC SIGNAL MAINT AUG	53.75	526.25
137172	9/15/2023	sta36	STANDARD PLUMBING SUPPL	UMMK34	9/5/2023	MAINT/REPAIR SUPP PW	48.92	48.92
	Voucher:	137172						
137173	9/15/2023	sup01	SUPERIOR READY MIX CONC	373048	8/22/2023	FILL SAND PW	465.55	465.55
	Voucher:	137173						
137174	9/15/2023	ter01	TERMINIX INT CO LTD, PARTN	436641760	8/8/2023	PEST CONTROL SRVCS FIRE	51.00	51.00
	Voucher:	137174						
137175	9/15/2023	und01	UNDERGROUND SERVICE ALI	820230218	9/1/2023	CONT SRVCS AUG	52.00	52.00
	Voucher:	137175						
137176	9/15/2023	uni31	UNITED SITE SRVCS OF, CAL	114-13681238	8/30/2023	PORTABLE RESTROOM SRV(	320.82	320.82
	Voucher:	137176						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
137177	9/15/2023	uni29	UNIVERSAL SITE SERVICES II	23032514	8/15/2023	CH GARAGE SWEEPING AUG	160.00	160.00
	Voucher:	137177						

Sub total for GENERAL ACCOUNT US BANK: 45,491.40

44 checks in this report.

Grand Total All Checks: 96,094.83

dm 9/13/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5254	9/13/2023	leg04	LEGALACCESSPLANS USA, C	30540	9/1/2023	LEGALEASE SEPT PREMIUM	89.75	89.75
	Voucher:	5254						
						Sub total for EFT GENERAL ACCOUNT US BANK:		89.75

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5604	9/13/2023	hea02	HEALTH NET	BFC29A Sept	8/14/2023	HEALTHNET SEPT PREMIUM:	28,687.57	28,687.57
	Voucher:	5604						
5605	9/13/2023	kai01	KAISER PERMANENTE	475311818359	8/13/2023	KAISER SEPTEMBER PREMIL	16,690.32	16,690.32
	Voucher:	5605						
5606	9/13/2023	sun11	SUN LIFE ASSURANCE CO, OI	915639Sept	8/18/2023	DMFF SUNLIFE PREMIUMS D	36.00	36.00
	Voucher:	5606						
5607	9/13/2023	pri11	PRINCIPAL FINANCIAL GROUI	1003938Sept	8/17/2023	PRINCIPAL INSURANCE SEPT	4,264.80	4,264.80
	Voucher:	5607						
137178	9/13/2023	cap01	CAPF CA PUBLIC SAFETY ADI	Ben172136	8/25/2023	CAPF: PAYMENT	182.00	182.00
	Voucher:	137178						
						Sub total for GENERAL ACCOUNT US BANK:		49,860.69

6 checks in this report.

Grand Total All Checks: 49,950.44

9/13/23

Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5255	9/22/2023	avi03	AVI SYSTEMS INC	88904789	9/13/2023	VIDEO CONF EQUIP INTEGR/	1,875.00	1,875.00
	Voucher:	5255						
5256	9/22/2023	cof01	COFFEE AMBASSADOR, INC.	INV38357	9/12/2023	COFFEE - PW	22.90	22.90
	Voucher:	5256						
5257	9/22/2023	dix01	DIXIELINE LUMBER CO	06-0523069	9/15/2023	PAINT SUPP CS	486.63	
	Voucher:	5257		06-0521837	9/6/2023	MAINT/REPAIR SUPP PW	152.35	
				06-0522302	9/11/2023	MAINT/REPAIR SUPP PW	88.08	
				06-0522024	9/7/2023	PAINT SUPP PW	45.56	
				06-0523014	9/14/2023	CLEANING SUPPLIES CS	30.79	
				06-0521913	9/6/2023	BLDG MAINT/REPAIR SUPP P	21.02	
				06-0521723	9/6/2023	MAINT/REPAIR SUPP PW	9.59	834.02
5258	9/22/2023	kle01	KLEINFELDER	1445286	9/12/2023	CDM BRIDGE AUG	105,213.92	105,213.92
	Voucher:	5258						
5259	9/22/2023	lou01	LOUKELTON DISTRIBUTING II	80468	9/11/2023	JANITORIAL SUPP PW	1,150.41	
	Voucher:	5259		80367	8/14/2023	JANITORIAL SUPP PW	974.55	2,124.96
5260	9/22/2023	mik03	MIKHAIL OGAWA ENGINEERIN	10960	9/5/2023	CLEAN WATER SRVCS AUG	28,815.35	
	Voucher:	5260		10962	9/5/2023	TRASH CAP DEV AUG	2,697.68	
				10961	9/5/2023	SAN DIEGUITO TMDL AUG	2,462.05	
				10963	9/5/2023	FOG SRVCS AUG	618.50	34,593.58
5261	9/22/2023	par51	PARKWOOD LANDSCAPE MAI	105716	7/31/2023	LANDSCAPNG SRVCS JUL	16,950.00	
	Voucher:	5261		105884	8/31/2023	LANDSCAPNG SRVCS AUG	16,950.00	33,900.00
5262	9/22/2023	pru01	PRUDENTIAL OVERALL SUPP	132209745	9/8/2023	UNIFORMS PW	82.54	
	Voucher:	5262		132209743	9/8/2023	FLOOR MATS PW	15.47	
				132209744	9/8/2023	SHOP TOWELS PW	3.72	101.73
5263	9/22/2023	san12	SAN DIEGO COUNTY SHERIFI	09112023	9/11/2023	LAW ENF JUL	244,217.46	244,217.46
	Voucher:	5263						
5264	9/22/2023	san03	SAN DIEGO COUNTY WATER	0823-2	9/12/2023	RAW WATER AUG	199,029.20	199,029.20
	Voucher:	5264						
5265	9/22/2023	san56	SAN ELIJO JOINT POWERS, A	09072023	9/7/2023	OPERATIONS & MAINT 2Q	209,528.00	209,528.00
	Voucher:	5265						
5266	9/22/2023	pit07	THE PITNEY BOWES BANK IN	8000-9000-1054	9/12/2023	POSTAGE AUG	77.09	77.09
	Voucher:	5266						

Bank : eusbnk EFT GENERAL ACCOUNT US E (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5267	9/22/2023	uti01	UTILITY SPECIALISTS INC	24601	8/31/2023	UP - X1A CREST - JUL	27,261.25	
	Voucher:	5267		24600	8/31/2023	UP - 1A STRATFORD - JUL	7,488.00	
				24602	8/31/2023	UP - 1B STRATFORD - JUL	6,097.50	40,846.75
						Sub total for EFT GENERAL ACCOUNT US BANK:		872,364.61

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
137179	9/22/2023	adt02	ADT SECURITY SERVICES	1015887914	9/13/2023	ALARM 1700 COAST OCT/DE(	146.29	146.29
	Voucher:	137179						
137180	9/22/2023	cha71	CHARTER COMM HOLDINGS	8448410010640!	9/11/2023	ETHERNET INTERSTATE/PEG	435.45	
	Voucher:	137180		8448410060128!	9/1/2023	CABLE/INTERNET PW SEP	222.04	
				8448410060153!	9/10/2023	INTERNET TV STUDIO SEP	119.98	777.47
137181	9/22/2023	cou01	COUNTY OF SAN DIEGO	AUG-23	9/19/2023	PARKING BAIL AUG	31,719.00	31,719.00
	Voucher:	137181						
137182	9/22/2023	cou65	COUNTY OF SAN DIEGO	DEH2005-HUPF	8/17/2023	UNIFIED PROG FAC PERMIT	564.00	564.00
	Voucher:	137182						
137183	9/22/2023	dai02	DAILY JOURNAL CORP	A3739750	9/18/2023	AD PUBLIC HEARING	210.00	210.00
	Voucher:	137183						
137184	9/22/2023	lee01	DCL ENTERPRISES INC DBA,	0000092328	9/12/2023	RESTRM DOOR MAINT/REPA	1,174.11	1,174.11
	Voucher:	137184						
137185	9/22/2023	del06	DEL MAR AUTOMOTIVE SERV	45864	9/14/2023	VEHICLE MAINT PW #82	125.10	
	Voucher:	137185		45856	9/14/2023	VEHICLE MAINT CS #382	106.98	232.08
137186	9/22/2023	com04	DEL MAR COMMUNITY CONN	09112023	9/11/2023	HOUSING PROG FY24	45,684.00	45,684.00
	Voucher:	137186						
137187	9/22/2023	bee04	DENNIS L JOBE, DBA BEE CH/	924824	9/8/2023	BEE REMOVAL JUL	180.00	180.00
	Voucher:	137187						
137188	9/22/2023	fis12	FISHER INTEGRATED INC	1984	9/8/2023	VIDEO STREAMING JUL	1,100.00	1,100.00
	Voucher:	137188						
137189	9/22/2023	ted01	FRANCESCO TEDESCHI	09072023	9/7/2023	REFUND REF 402 9TH ST	11,984.43	11,984.43
	Voucher:	137189						
137190	9/22/2023	fri20	KEVIN FRISCH	09142023	9/14/2023	REFUND REF DEPOSIT PHCC	800.00	800.00
	Voucher:	137190						
137191	9/22/2023	mun07	MUNICIPAL MAINTENANCE EC	013267	9/6/2023	VAC CON SUPPLIES	349.15	
	Voucher:	137191		013302	9/7/2023	VAC CON SUPPLIES	241.61	590.76
137192	9/22/2023	mun11	MUNICIPAL SEWER TOOLS	INV-000431	9/8/2023	SECTIONAL RODS PW	1,354.79	1,354.79
	Voucher:	137192						
137193	9/22/2023	off03	OFFICE DEPOT	329432029001	8/28/2023	OFFICE SUPPLIES PW	83.76	83.76
	Voucher:	137193						
137194	9/22/2023	rup01	RUPE'S HYDRAULICS	P198847	9/11/2023	CAT LOADER REPAIR	2,025.78	
	Voucher:	137194		P198846	9/11/2023	CAT LOADER REPAIR	1,381.17	3,406.95
137195	9/22/2023	sdg02	SAN DIEGO GAS & ELECTRIC	0092 4576 5583	9/13/2023	UTILITIES AUG	153.94	153.94
	Voucher:	137195						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
137196	9/22/2023	sde01	SD ELECTRIC BIKE LLC	220000032440	9/11/2023	BIKE MAINT PRKG ENF	518.00	518.00
	Voucher:	137196						
137197	9/22/2023	sig12	SIGNA DIGITAL SOLUTIONS IN	AR-S298211	9/13/2023	COPIER - FIN 9/14-12/13/23	394.58	394.58
	Voucher:	137197						
137198	9/22/2023	sma03	SMARTSIGHTS LLC	238627116	8/27/2023	WIN 911 SUBSCRIPTION	1,200.00	1,200.00
	Voucher:	137198						
137199	9/22/2023	spa01	SPARKLETTS	18139543 09102	9/10/2023	WATER CH	26.98	26.98
	Voucher:	137199						
137200	9/22/2023	ter01	TERMINIX INT CO LTD, PARTN	437907923	9/12/2023	PEST CONTROL SRVCS CH	140.00	
	Voucher:	137200		437918576	9/12/2023	PEST CONTROL SRVCS PW	124.00	
				437903927	9/12/2023	PEST CONTROL SRVCS CS	113.00	
				437906457	9/12/2023	PEST CONTROL SRVCS LIBR	100.80	
				437904039	9/12/2023	PEST CONTROL SRVCS PHC	94.00	571.80
137201	9/22/2023	wes29	WEST COAST ARBORISTS IN(	204356	8/31/2023	TREE MAINT 8/16-8/31/23	20,530.50	20,530.50
	Voucher:	137201						
						Sub total for GENERAL ACCOUNT US BANK:		123,403.44

36 checks in this report.

Grand Total All Checks: 995,768.05

MC 9/20/23

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3918	9/22/2023	irs01	IRS, UNITED STATES TREASURY	Ben172495	9/22/2023	FEDERAL TAX: PAYMENT	37,375.04	37,375.04
	Voucher:	3918						
3919	9/22/2023	per01	PERS	Ben172497	9/22/2023	PERS CONTRIBUTIONS: PAYMEI	54,303.53	54,303.53
	Voucher:	3919						
3920	9/22/2023	edd01	EMPLOYMENT DEVELOPMENT D	Ben172499	9/22/2023	STATE TAX: PAYMENT	10,405.07	10,405.07
	Voucher:	3920						
						Sub total for GENERAL ACCOUNT US BANK:		102,083.64

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
5268	9/22/2023	mis07	107413 STATE ST BANK & TRUST	Ben172491	9/22/2023	401A PLAN: PAYMENT	516.84	516.84
	Voucher:	5268						
5269	9/22/2023	mis08	303845 STATE ST BANK & TRUST	Ben172483	9/22/2023	MISSION SQUARE 457B: PAYMEI	9,777.95	9,777.95
	Voucher:	5269						
5270	9/22/2023	mis09	803808 STATE ST BANK & TRUST	Ben172493	9/22/2023	RETIREMENT HEALTH SAVINGS	685.96	685.96
	Voucher:	5270						
5271	9/22/2023	uni21	DEL MAR CITY EMPLOYEES ASS(	Ben172485	9/22/2023	DMCEA DUES: PAYMENT	253.00	253.00
	Voucher:	5271						
5272	9/22/2023	nat15	NATIONAL BENEFIT SERVICES, L	Ben172489	9/22/2023	SEC. 125 FLEXIBLE SAVINGS AC	1,470.41	1,470.41
	Voucher:	5272						
5273	9/22/2023	par21	U.S. BANK PARS FFC 674602240(	Ben172487	9/22/2023	PUBLIC AGENCY RETIREMENT S	2,765.78	2,765.78
	Voucher:	5273						
						Sub total for EFT GENERAL ACCOUNT US BANK:		15,469.94

9 checks in this report.

Grand Total All Checks: 117,553.58

APPROVED
By Monica Molina at 8:43 am, Sep 25, 2023

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Michael Luna, Special Projects & Programs Manager
Clem Brown, Assistant City Manager
Via Ashley Jones, City Manager

DATE: October 2, 2023

SUBJECT: ChargePoint Electric Vehicle Charging Stations Warranty Coverage and Maintenance Contract Extension

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Authorize the City Manager to execute a five-year network service and warranty extension through May 24, 2029, with the City's electrical vehicle charging vendor, ChargePoint, in an amount not to exceed $22,350 (Attachment A); and 2) Amend the Fiscal Year 2023-2024 Operating and Capital Budget as indicated in the Fiscal Impact section of this report.

DISCUSSION/ANALYSIS:
On February 5, 2018, the City Council authorized the City Manager to purchase and install five (5) electric vehicle (EV) charging stations at the Del Mar Civic Center with the vendor ChargePoint. Additionally, the authorization included a five-year agreement with ChargePoint for network support and warranty of the EV charging stations owned by the City.

In order for the City to manage and process payment at all City-owned ChargePoint EV stations (three stations at City Hall and one station at the Beach Safety Center), support software called "ChargePoint Cloud Plan" is required. ChargePoint Cloud Plan provides the tools necessary to actively monitor and manage all stations. The ChargePoint Cloud Plan is exclusively licensed by ChargePoint and there are no other options for EV station management software.

Additionally, ChargePoint offers a warranty and maintenance plan called "ChargePoint Assure". ChargePoint Assure is a comprehensive EV station maintenance and management program. Assure covers everything needed to keep the City's ChargePoint EV charging stations operational. Under the Assure plan, ChargePoint assumes all responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists.

City Council Action:

Both the ChargePoint Cloud Plan and ChargePoint Assure were originally included for an initial five-year term after the City's purchase and installation of the EV stations. On May 24, 2023, both products expired and were renewed for a one-year term, expiring on May 24, 2024, to support EV operations in the interim until a new five-year extension could be executed. If the recommended extension is approved, the new expiration date for these services would be May 24, 2029, and the City will realize a 17.64% savings for entering into a five-year extension versus a one-year extension.

ChargePoint is the only developer of software to manage its infrastructure, which includes the EV chargers installed in the City. Additionally, ChargePoint's Assure warranty coverage is exclusively provided by ChargePoint and no other vendor. ChargePoint is in a unique position as the sole source provider for the management and warranty of its products. As such, staff recommends that the City Council authorize the City Manager to execute a five-year network service and warranty extension (Attachment A) with the City's electrical vehicle charging vendor, ChargePoint, in an amount not to exceed $22,350, under Del Mar Municipal Code 7.04.090(B) Sole Source Exemption from Bidding. It is also recommended that the City Council amend the Fiscal Year 2023-2024 Operating Capital Budget in the amount of $17,350, as further described in the Fiscal Impact section below.

FISCAL IMPACT:
The approved Fiscal Year 2023-24 Operating and Capital Budget includes $5,000 to cover the cost of the first year of a five-year extension. However, ChargePoint requires an upfront payment for the full term of the extension; therefore, an additional allocation of $17,350 in funding is required from the City's General Fund as shown below.

PROGRAM	FUND	ACCOUNT	AMOUNT
Contractual Services	General Fund	01.5854.3200	$17,350

ENVIRONMENTAL IMPACT:
The continued maintenance and operation of EV charging stations supports the City's Climate Action Plan goal of reducing Del Mar's greenhouse gas emissions by encouraging the driving of clean air, non-combustion vehicles. This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA State Guidelines, Section 15301 (b) in that the action involves the operation, repair, and maintenance of existing publicly owned EV Charging facilities.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This is an operational item and is not related to the City Council Goals and Priorities.

ATTACHMENTS:
Attachment A – ChargePoint Cloud Plan & Assure Maintenance & Management Renewals – Five-Year Extension

Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Iris Guillardo
E-Mail: iris.guillardo@chargepoint.com
Telephone: 669-221-1061

Quote Number: Q-285397-5
Date: 9/19/2023
Expires On: 10/9/2023

ChargePoint Org Name: City of Del Mar
ChargePoint Org: NA013347

Primary Contact: Michael Luna

ChargePoint Cloud Plan Renewals

Select One Option:

Option 1			Option 2			Option 3		
Total Ports	:	6	Total Ports	:	6	Total Ports	:	6
Expires On	:	5/24/2025	Expires On	:	5/24/2027	Expires On	:	5/24/2029
Total Price	:	USD 2,064.00	Total Price	:	USD 5,934.00	Total Price	:	USD 8,808.00

ChargePoint Assure Maintenance & Management Renewals

Select One Option:

Option 1			Option 2			Option 3		
Total Stations	:	4	Total Stations	:	4	Total Stations	:	4
Expires On	:	5/24/2025	Expires On	:	5/24/2027	Expires On	:	5/24/2029
Total Price	:	USD 3,232.00	Total Price	:	USD 9,288.00	Total Price	:	USD 13,540.00

I decline ChargePoint Assure

Total (before taxes): _____

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

Cloud Plan Details

COMMERCIAL:

CPCLD-COMMERCIAL-REN

Prepaid coterminous renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).

Assure Maintenance & Management Details

Assure Maintenance & Management includes:

CT4000-ASSURE-REN

Prepaid coterminous renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.

Quote Acceptance

+ All invoices are: Net 30 days or prepaid.

+ The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
+ All pricing confidential between Customer and ChargePoint.
+ Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
+ Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
+ Customer to be invoiced at time of shipment
+ Additional purchase terms and conditions can be found at http://www.chargepoint.com/termsandconditions
+ Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:

Name (Print):

Title:

Company Name:

Date:

Accounts Payable Contact Name:

Accounts Payable Contact E-Mail:

Bill To Address:

Name:

Street:

City:

State: **Postal Code:**

Country:

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

Renewal Details

Cloud Plan Renewals

Station Name Station S/N	Station Location	Plan Type	Token S/N	Expiration Date	Option 1		Option 2		Option 3	
					Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price
CITY OF DEL MAR / STATION 3 154041004529	1050 Camino Del Mar Del Mar California 92014	COMMERCIAL	REN1675103392690	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00
CITY OF DEL MAR / STATION 2 190341002292	1050 Camino Del Mar Del Mar California 92014	COMMERCIAL	REN1675103392691	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00
CITY OF DEL MAR / STATION 3 154041004529	1050 Camino Del Mar Del Mar California 92014	COMMERCIAL	REN1675103392693	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00
CITY OF DEL MAR / STATION 1 180241000656	1050 Camino Del Mar Del Mar California 92014	COMMERCIAL	REN1675103392692	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00
CITY OF DEL MAR / STATION 4 - BSC 185041032965	1700 Coast Blvd Del Mar California 92014	COMMERCIAL	REN1675103392695	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00
CITY OF DEL MAR / STATION 1 180241000656	1050 Camino Del Mar Del Mar California 92014	COMMERCIAL	REN1675103392696	05/24/24	05/24/25	344.00	05/24/27	989.00	05/24/29	1,468.00

Assure Maintenance & Management Renewals

Station Name Station S/N	Station Location	Plan Type	Token S/N	Expiration Date	Option 1		Option 2		Option 3	
					Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price	Co-Term Exp Date	Co-Term Price
CITY OF DEL MAR / STATION 3 154041004529	1050 Camino Del Mar Del Mar California 92014	ASSURE	RXSJ1675103392688	05/24/24	05/24/25	808.00	05/24/27	2,322.00	05/24/29	3,385.00
CITY OF DEL MAR / STATION 1 180241000656	1050 Camino Del Mar Del Mar California 92014	ASSURE	RXSJ1675103392689	05/24/24	05/24/25	808.00	05/24/27	2,322.00	05/24/29	3,385.00
CITY OF DEL MAR / STATION 2 190341002292	1050 Camino Del Mar Del Mar California 92014	ASSURE	RXSJ1675103392694	05/24/24	05/24/25	808.00	05/24/27	2,322.00	05/24/29	3,385.00
CITY OF DEL MAR / STATION 4 - BSC 185041032965	1700 Coast Blvd Del Mar California 92014	ASSURE	RXSJ1675103392697	05/24/24	05/24/25	808.00	05/24/27	2,322.00	05/24/29	3,385.00

© 2023 ChargePoint, Inc.
240 East Hacienda Avenue, Campbell, CA 95008 USA

ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

What Does Assure Include?

Stay on Top of Operations with Proactive Monitoring

- Find out about problems before your drivers do with remote monitoring
- Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- Keep your stations up and running with proactive troubleshooting and dispatch services
- Fix problems with on-site labor that ChargePoint dispatches and manages
- Call us during business hours (5 AM – 6 PM Pacific) for expert support

Count On a Fast Fix with One-Business-Day Response Time

- We respond to all issues within one business day
- ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- U.S.–based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

Optimize with Expert Advice and Unlimited Changes

- U.S.–based EV charging experts advise you on best practices for station configuration and management in your region and industry
- Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

Get a Glimpse into Driver Behavior with Robust Reporting

- See how your stations are being used in an easy-to-read format with monthly summaries
- Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- Compare your station use with organizations like yours

What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Reports		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

* Installations not performed by a ChargePoint certified installer are not covered under warranty.

Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE*n*[1]
Assure for CPF25	CPF25-ASSURE*n*[1]
Assure for Express 100	CPE100-ASSURE*n*[2]
Assure for Express 200	CPE200-ASSURE*n*[2]
Assure for Express 250	EXPRESS-ASSURE*n*[1]
Assure for Express Plus	EXPRESS-ASSURE*n*[1]

[1] Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

[2] Substitute *n* for years of service desired (1, 2 or 3 years).

Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID

Contact Us

Visit chargepoint.com

Call +1.408.705.1992

Email sales@chargepoint.com

ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

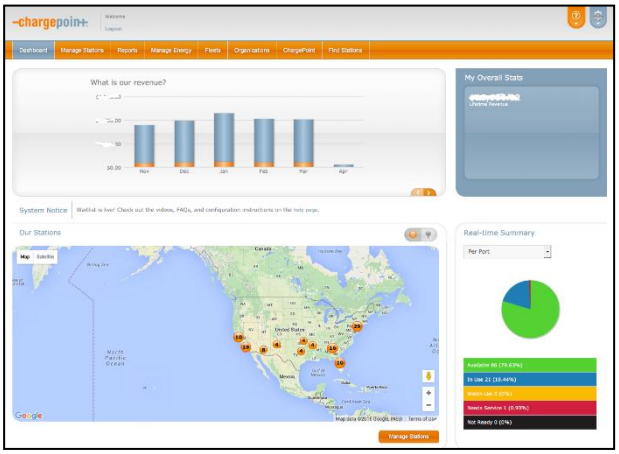
+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free

chargepoint.com

Copyright © 2018 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners. DS-Assure-03. April 2018. PN 73-001094-01-4.

ChargePoint Network - Data Management

ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. Access to the web portal and the standard set of reports is included in the network service plan at no additional cost. Energy Management functions and advanced analytics are available for an additional fee.

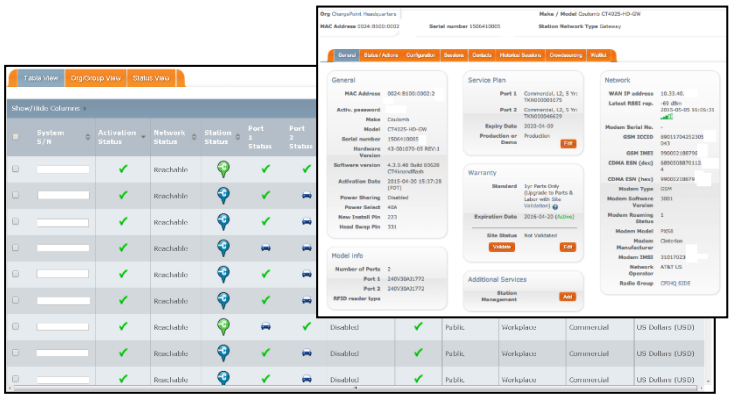


The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making it easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API.

The categories of reporting available on ChargePoint are:

Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:

The **Energy** Report shows the amount of electricity output by your charging stations by day, week, or month.

The **Unique Driver** Report shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there are a wide variety of drivers using the stations

The **Session Length Histogram** Report shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.

The **Average Utilization** Report shows how many hours during the day stations are being used.

Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization's stations, and how much money the Organization receives on a monthly basis.

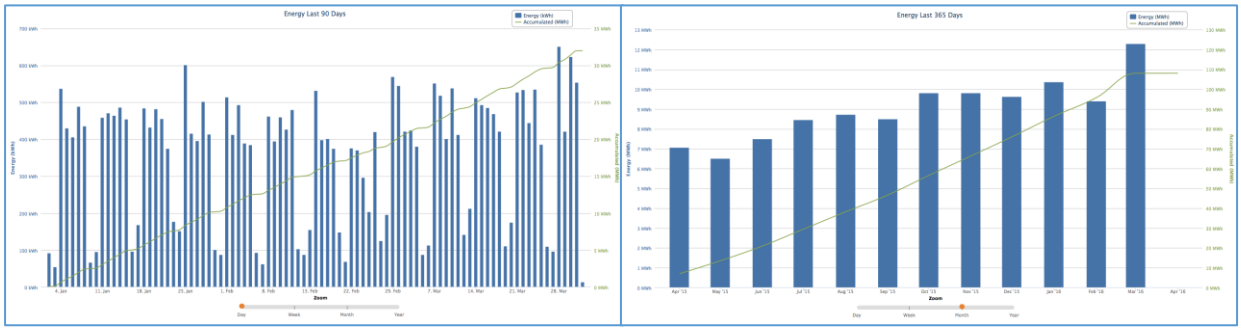
Logs: a chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.

Audit Trail: All configuration and other actions including the user account that performed the action

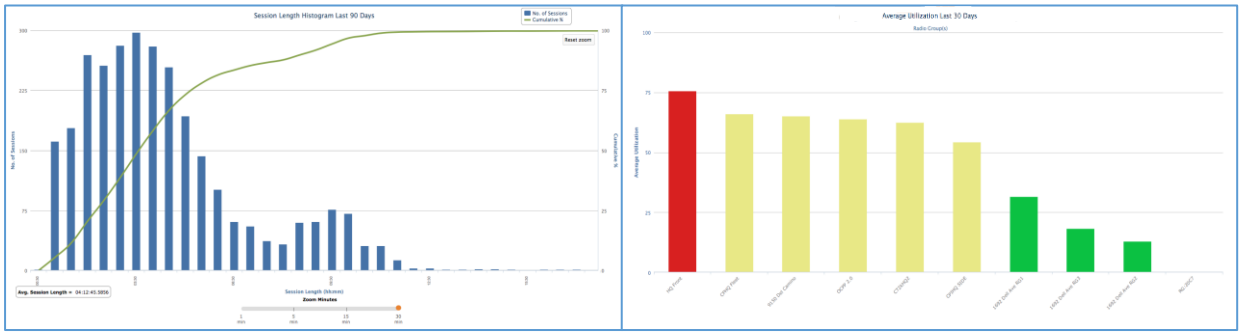
Alarms: a table of station events, including service-affecting faults

Sample Reports:

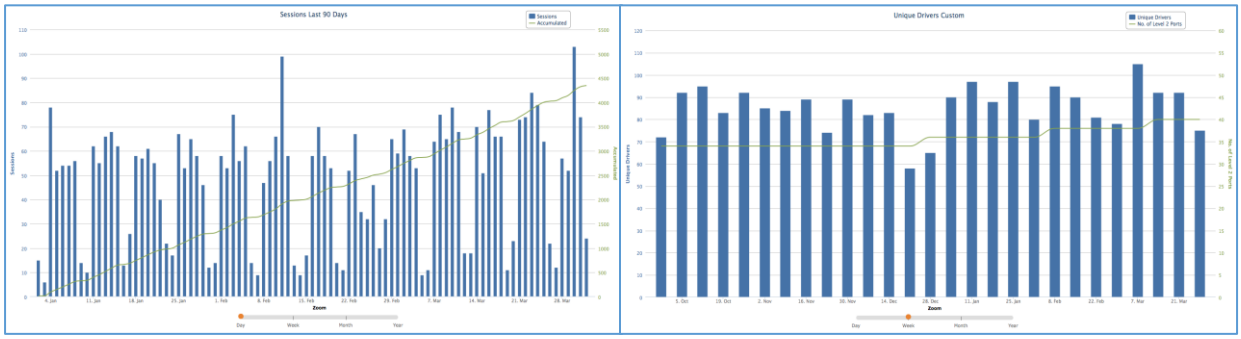
Energy by Day, Energy by Month:



Session Length Histogram, Average Utilization:



Sessions, Unique Drivers:



Session Details

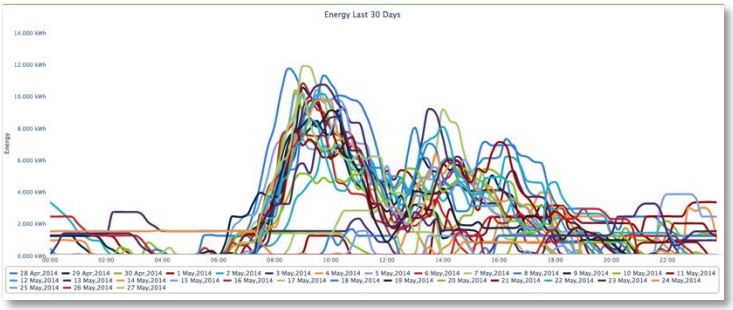
All charging sessions have the following information recorded and available for export:

Station Name	Plug Type
MAC Address	Address 1
Org Name	Address 2
Start Date	City
Start Time Zone	State/Province
End Date	Postal Code
End Time Zone	Country
Transaction Date (Pacific Time)	Latitude
Total Duration (hh:mm:ss)	Longitude
Charging Time (hh:mm:ss)	Currency
Energy (kWh)	Fee
GHG Savings (kg)	Ended By
Gasoline Savings (gallons)	Plug In Event Id
Port Type	Driver Zip Code
Port Number	User ID

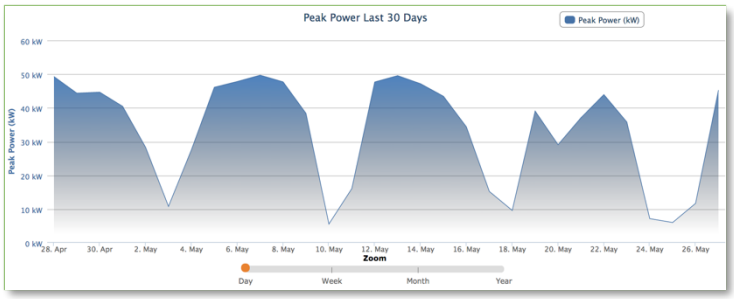
Advanced Energy Reporting

The Enterprise Service Plan includes 15-minute data collection, moving to 2 minute collection. All data is exportable to CSV file and available via the ChargePoint Web Services API. User-friendly reports are available showing:

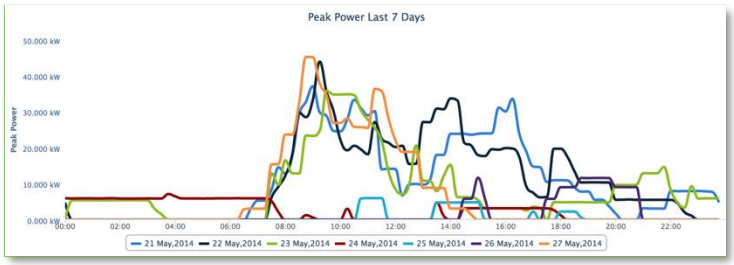
Energy (by Time of Day): See how much energy (kWh) is dispensed during the day, by station or by group. Quickly spot periods of high utilization and view the impact of Demand Response events. Each line in the sample graph represents a different day.



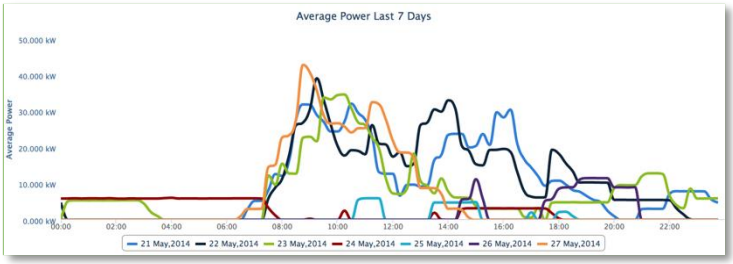
Peak Power (by Day): Easily view the peak instantaneous power on any given day, by station or by group. Use this data to avoid expensive demand charges



Peak Power (by Time of Day): View peak power during the day. Easily track the impact of Demand Response events.



Average Power (by Time of Day): View interval average power.



Logs: Detailed log entries are made for every Demand Response event.

Organization Name	Group Name	Station	MAC Address	Shed/Restore	Allowed Load	Time Remaining (hh:mm:ss)	Time Created (PDT)	Time Sent (PDT)	Result
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Restore	100%	-	2014-02-27 11:07:09	2014-02-27 11:07:28	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Shed	50%	-	2014-02-27 11:03:26	2014-02-27 11:03:56	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Restore	100%	-	2014-02-27 10:59:35	2014-02-27 10:59:48	Operation successful
ChargePoint Headquarters	ChargePoint Network HQ	CHARGEPOINT / HQ14	000D:6F00:009D:7491	Shed	50%	-	2014-02-27 10:40:04	2014-02-27 10:40:36	Operation successful

Driver Network Services

Station owners are in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have different policies applied, or all stations may be

provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers. All publicly accessible ChargePoint connected stations are listed in the Alternative Fuels Database (AFDB) of the U.S. Department of Energy, which is managed by the National Renewable Energy Laboratory (NREL) for use with 3rd party services.

Stations that are restricted for use by only employees will only be visible on the ChargePoint network map to those employees included on the access control policy. The general public will not see the stations on the map, and unless they physically see the station, the general public will not even know of the existence of the stations.

This flexibility allows station owners to ensure that the only the appropriate parties have visibility to stations, if it's in use or occupied, and when a port comes available should they be waiting.

Driver Accounts

Drivers are identified by their ChargePoint driver account. Each account may have one or more RFID cards activated to it and each account also is tied to the ChargePoint smartphone mobile application. When a driver uses a ChargePoint station they can either tap their RFID card or they may use the mobile app to identify themselves to the station and authorize a session.



Time of Use Access Controls

ChargePoint provides the ability to control access to your stations based on time of day and day of week. During normal business hours, say 8am to 5pm you may limit the stations to only your employees. Starting at 5pm on weekdays and all day on weekends the stations will become unrestricted so that anyone may use them, and pay for their use. This may be desirable if the The City of Fort Collins desires to restrict station access during the day and also allow the general public to charge during evenings or weekends, especially if the charging stations are located near event centers or athletic stadiums, and as a way to promote EV adoption in the surrounding community.

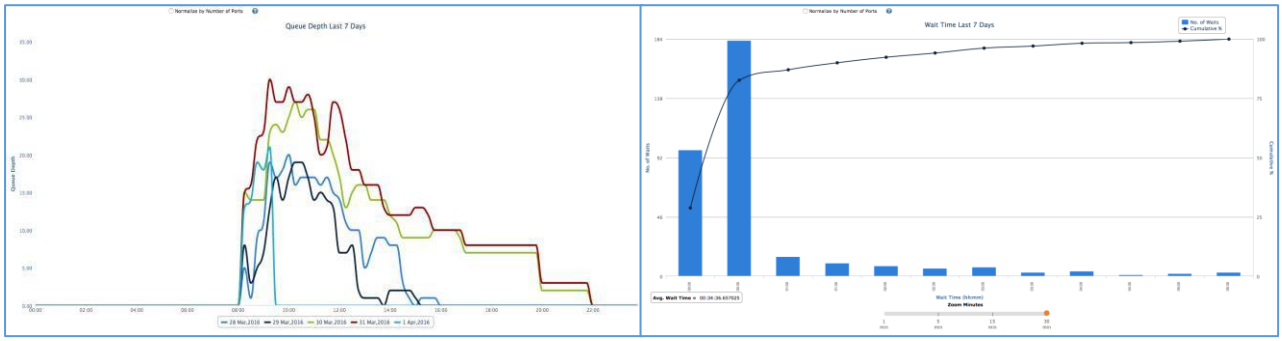
ChargePoint Waitlist

Enabling this feature makes it easy for drivers to share ports and help you efficiently **serve more drivers with fewer stations**. Waitlist can maximize the utilization of stations and does not require the administrator to do anything once it has been configured. The feature may be enabled during business hours and automatically disabled off hours.

Waitlist works by allowing drivers to get in line for the next available charging station,

informing them when a station becomes available, and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which ports he wishes to line up for, and joins a "virtual lineup". As ports free up notifications are sent to the first driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line, or may simply opt-out of line altogether.

Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including queue depth and average wait time.



Driver Services

The driver web portal provides a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any). Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable.

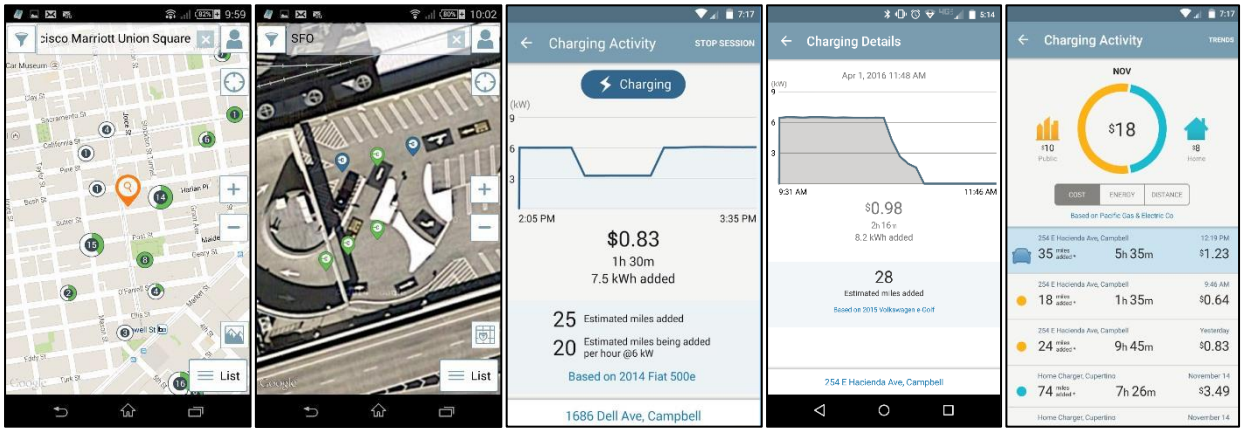
Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle's charge history.



Mobile Application

In 2011, ChargePoint released its first mobile application and is now on our 5th major release. The mobile application is an absolutely critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their

preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.



Payment Handling

ChargePoint handles the entire billing process from end to end, collecting fees from drivers on behalf of station owners. All payment processing, funds transfer and collections are handled automatically, with payments to the station owners processed at the end of every month.

Station owners may set pricing using any of the following options:

- **A fixed rate for the session**. The driver pays a set fee for the entire session.
- **An hourly rate**. The driver pays per hour, similar to how a parking meter operates.
- **An energy rate**. The driver pays for the energy consumed on a per kWh basis.
- **Length-of-Stay pricing**. One price is charged during the first x hours and another price is charged for every hour afterwards.
- **Time-of-Day pricing**. One price is charged during peak hours and another during off-peak hours.
- A **minimum** and/or a **maximum** fee per session.
- ***A combination of the above***. For example, a flat session fee PLUS an hourly rate or an hourly rate PLUS per kWh pricing, or a minimum session fee PLUS an hourly rate.

One may also configure an energy rate on a per kWh basis and an hourly rate that goes into effect only after a configurable grace period when the vehicle stops drawing energy.

- **Driver groups.** Station owners may set unique policies for different classifications of drivers (e.g. students, faculty & staff vs. visitors) using the options above.
- **Scheduled Pricing.** All of the above options may be set by time of day and day of week. For example, free for employees during business hours M-F but $1/hour for everyone during evenings and weekends.

Charging sessions are authorized at the charging station by use of a credit card (with RFID chip), a ChargePoint account RFID card, via the ChargePoint mobile application, using Apple pay, Android pay, one-time payment by a mobile friendly payment option, or by authorized driver support representatives over the phone 24/7 via a toll-free phone number using a credit card. Driver support is available to all drivers using any station on the ChargePoint network – whether the driver is registered with ChargePoint or not. If the station requires a fee to charge, the driver may enter their credit card number and expiration date from their smartphone keypad when prompted by a secure Interactive Voice Response (IVR) service prior to the start of their charging session. Live phone support is available in English, French, and Spanish.

ChargePoint Driver accounts are offered as a convenience for the driver - they are not a subscription. **Drivers pay no monthly fees and there is no setup fee to join ChargePoint.**

PCI Compliance

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third party auditor. The current Attestation of Compliance is available to customers under NDA. Tier 1 service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

OCPP

As the leading charging station and cloud service provider in EV charging markets, ChargePoint is focused on making it simple for station owners to manage and grow their EV charging offerings and delivering a great driver experience. In order to release advanced features such as advanced pricing, secure RFID authorization, station display, and reservations, ChargePoint developed and currently uses a proprietary protocol called the ChargePoint Protocol on equipment sold by ChargePoint.

ChargePoint is committed to supporting OCPP 1.6 on both the CT4000 and Express Plus. Stations already deployed in the field will be upgraded OTA (over-the-air) to add OCPP support.

Check with ChargePoint on latest developments with OCPP.

Pre-Install Site Assessments

Prioritization for installation of charging stations is typically based on ranking the needs of individual sites, including the current number of EV drivers and expected growth of EV adoption, balanced with the cost of electrical make-ready installation at each location. Consideration of infrastructure necessary to support current and future need for EV charging will "future proof" investments to avoid costly upgrades later as demand for electric vehicle charging grows.

The cost of make-ready installation can be highly variable and depends on available electrical service capacity and any necessary electrical upgrades, including a new dedicated EV electrical panel if required; distance from the electrical panel to proposed EV parking spaces; construction costs for any trenching and type of surface area (hardscape vs. soft-scape); protective bollard or wheel stop requirements, and EV signage..

ChargePoint proposes the following high level methodology to help assess site locations and determine a priority schedule:

1. Estimate the number of electric vehicles on roads in the State of Utah over the next 1-5 years. This will help to determine the number of stations at each location. Start with a 1.5:1 ratio of existing drivers to ports, knowing that as soon as stations are installed demand will immediately increase and the ratio will quickly become 2:1 or higher. Rank sites based upon number of EV parking spaces required initially and over the next 3 to 5 years.

2. Conduct a site evaluation and assess construction requirements to determine associated costs based upon the number of stations for initial and future needs. ChargePoint recommends using your preferred electrician or our installation partner to evaluate available capacity of existing electrical panels and to identify any electrical panel upgrades that may be required.

General guidelines for selection of candidate parking spaces for "make-ready" EV charging include:

- Evaluation of existing electrical infrastructure to determine if sufficient utility service and electrical panel capacity exists, identify costs for any necessary upgrades and need for new dedicated electrical panel.
- For installation of dedicated EV electrical panel, choose panel locations in close proximity to existing electrical supply.
- Identify candidate charging station locations with reduced distance for conduit runs

and electrical wiring from the EV electrical panel to all proposed EV parking spaces.

- Plan to use dual-port CT4000 stations and choose adjacent parking spaces in an area with adequate lighting and suitable location for pedestal/bollard mount or with flat surface for wall mount charging stations.
- For below ground-level parking, installation of a cellular signal booster often is required with indoor antenna located near the EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are acceptable.

3. Determine cost budget options for make-ready electrical infrastructure at all sites to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs. ChargePoint recommends leveraging our automatic power management capability to reduce capital expense costs associated with electrical infrastructure.

Appendix A: Our Commitment to Sustainability

Environmental sustainability is core to our business. Our network of charging stations enable EV drivers to drive on electricity instead of gas, which reduces their carbon dioxide emissions from driving by 50% on average across the country. Our charging stations also accelerate the transition to more sustainable electric transportation by giving drivers the confidence that they can drive an EV and charge up when and where they need to.

Sustainable Operations
ChargePoint is committed to being a leader in sustainability, both in the way we carry out our operations and in the products and services we offer. Sustainability at ChargePoint means conducting our business in a manner that acknowledges, and takes responsibility for our direct and indirect impact on the environment. This means that we will conserve energy, dispose of waste responsibly, and reduce pollutants and other byproducts our activities may generate. All employees and contractors are responsible for insuring that they take sustainability into account in their day-to-day decision-making. By conducting our business in this manner, we align our long-term success with the earth's ecological well-being, and create enduring benefits for our shareholders, customers, employees and the communities we live and work in.

Examples of our sustainability initiatives include:

Greenhouse Gas Emissions Reduction

- **Reduced Emissions From Facilities**
  - Use light sensors in office spaces to reduce emissions from lighting
  - Exploring renewable energy options for powering offices and facilities
- **Reduced Emissions from Transportation**
  - Relocated warehouses to be near manufacturing sites in order to reduce moving product across the country via tractor trailer
  - Provide EV charging for employees – almost 60% of our employees drive electric vehicles

Waste Reduction

- Redesigned packaging to remove significant amounts of foam protective packing material in order to make all packaging recyclable. On going project to remove 100% of foam packaging material.
- Implemented an in-house recycling program to maximize the amount of material we divert from landfill.
- Eliminated all disposable cups, utensils, and plates from company kitchens to reduce waste.
- Provide every employee a reusable water bottle to eliminate the use of plastic water bottles in our offices.

Sustainable Foods

- Committed to serving organic, healthy foods at our offices.

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve the Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar (Attachment A); and 2) Authorize the City Manager to execute the Memorandum of Agreement.

DISCUSSION/ANALYSIS:
The Wireless Emergency Alert (WEA) system is a federally maintained alert and warning system that is available to all jurisdictions to notify the public in times of imminent, severe, or extreme emergencies. The system is managed for the San Diego County region by the County of San Diego (County) Office of Emergency Services (OES) in a Memorandum of Agreement (MOA) with the Federal Emergency Management Agency (FEMA). The County also maintains a separate regional mass notification system called AlertSanDiego, as further describe below.

WEA messages are emergency notifications sent by authorized government agencies alerting authorities through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or in close proximity to the alert area. Only individuals located in the area will receive the message through their WEA-capable cell phones (most carriers participate), including those who arrive in the area after the incident has occurred and until there is no longer a threat to public safety.

AlertSanDiego is a regional notification system used by emergency response personnel that can send telephone notifications, texts, and emails to the public and businesses impacted by, or in danger of being impacted by, a disaster. AlertSanDiego utilizes the region's 9-1-1 database that is provided by local telephone companies, and now includes the addition of San Diego Gas and Electric (SDG&E) confidential customer database information. Unlike AlertSanDiego, WEA reaches most mobile phones within a given area that is designated by cell towers. AlertSanDiego only reaches designated landlines and pre-registered cell phones and emails of residents within the incident area.

City Council Action:

In September 2018 and February 2020, Alert and Warning MOAs between the County and the City of Del Mar were executed for the use of WEA and AlertSanDiego within the framework, agreements, rules, and protocols agreed upon by the County's Unified Disaster Council (UDC) and in agreement with the County's Emergency Operations Plan. These agreements allowed the City of Del Mar to initiate WEA messages and generate AlertSanDiego campaigns to the public.

The County UDC is currently upgrading their systems and implementing changes that require a new Alert and Warning MOA to be executed by each participating jurisdiction. Execution of the new MOA will ensure that the City of Del Mar can continue to participate in essential public service programs designed to alert the public and keep them safe during life-threatening emergencies.

The proposed changes to the existing 2020 Alert and Warning MOA are included in Attachment B. Key updates include:

- Addition of background, responsibilities, and policy of Zonehaven, the new County evacuation management software;
- Training on the new systems and updated training requirements for users and administrators;
- Policy and responsibility information on Non-Weather Emergency Messages (NWEM) and Emergency Alert System (EAS) alerts;
- Addition of SDG&E confidential customer information integration into AlertSanDiego via Government Code Section 8593.4; and
- Update of the County of San Diego's website references to AlertSanDiego.org.

The presence of both alerting platforms is important for maintaining a comprehensive emergency public outreach system. The updated Alert and Warning MOA (Attachment A) will replace previous agreements regarding the AlertSanDiego and WEA.

FISCAL IMPACT:
There is no fiscal impact or action to be taken by the City Council related to this agenda item. The Alert and Warning Systems (WEA and AlertSanDiego) are funded through regional Homeland Security Grant Program funds or by UDC dues, as determined by the UDC. Jurisdictions are not billed individually for utilizing the system.

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This is an operational item and is not related to the City Council Goals and Priorities.

ATTACHMENTS:
Attachment A – Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar, August 2023
Attachment B – Redlined 2020 Alert and Warning Memorandum of Agreement between the County of San Diego and the City of Del Mar

ALERT & WARNING
MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND THE
CITY OF DEL MAR

I. PURPOSE

This Agreement ("Agreement") is made by and between the County of San Diego ("County") and the [JURISDICTION] ("Jurisdiction"). This form establishes a regional agreement on the use of Alert & Warning modalities capable of being initiated through the Office of Emergency Services (County OES) Mass Notification System ("System"). This agreement will allow the Jurisdiction to initiate Wireless Emergency Alerts (WEA) and generate AlertSanDiego campaigns to their jurisdiction via the County OES Mass Notification System.

County OES recognizes that each San Diego County Operational Area Jurisdiction has a need to rapidly notify their residents before and/or during an emergency. County OES and the Sheriff Communication Center are authorized to disseminate Alert & Warning messages to the unincorporated county areas.

Each Jurisdiction is responsible for initiating their own Alert & Warning messages to their jurisdiction. This Memorandum of Agreement (MOA) replaces previous agreements regarding the AlertSanDiego mass notification system and replaces previous WEA MOAs.

II. BACKGROUND

County OES is responsible for procuring and maintaining the System (e.g.., software), used to connect to the federal WEA aggregator and AlertSanDiego, the regional notification system used to send voice, text, and email notifications to the public and businesses within San Diego County. The System shall be funded by regional Homeland Security Grant Program funds when possible or by Unified Disaster Council dues, as determined by the Unified Disaster Council. Grant and Unified Disaster Council budgets are voted upon annually by the Unified Disaster Council. Jurisdictional usage of the System is unlimited. Jurisdictions are not billed for utilizing the System.

A. Wireless Emergency Alerts (WEA)

The Wireless Emergency Alert (WEA) system, is a federally maintained alert and warning system, available to all jurisdictions to notify the public in times of imminent, severe, or extreme hazards within the framework, agreements, rules and protocols agreed upon by the Federal Emergency Management Agency (FEMA), the Federal Communications Commission (FCC), and the Unified Disaster Council and in agreement with the Operational Area Emergency Operations Plan and the fifth amended Joint Powers Agreement, as applicable.

On behalf of the San Diego County Operational Area, County OES maintains an MOA with FEMA designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

With access to IPAWS through the County OES Mass Notification System, the Jurisdiction can initiate WEAs. WEAs are emergency notifications sent by authorized government alerting authorities, as determined by the Jurisdiction, through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or near the alert area. Please see examples of 90- and 360-character WEA messages in Appendix A.

Because WEA messages leverage mobile carrier cell phone towers and the broadcast range of a particular tower can be affected by many variables such as the height of antenna over surrounding terrain, the frequency of signal in use, the transmitter's power, the directional characteristics of the site antenna array, local geography and weather conditions, emergency notifications will more than likely occur outside of the intended notification area. WEA version 3.0 from FEMA/FCC incorporates 0.1-mile geo-targeting capability which allows jurisdictions to notify the public with greater accuracy.

Since WEAs may have regional implications and may be received by the public in surrounding jurisdictions, the initiation of WEAs requires regional coordination which is the responsibility of the initiating Jurisdiction (See Section IV. Communication).

B. AlertSanDiego

The County of San Diego maintains a regional notification system that is able to send voice, text, and email notifications to people within San Diego County who may be impacted by, or are in danger of being impacted by, a disaster. This system, branded as AlertSanDiego, is used by emergency response personnel to notify members of the public at risk with information about the event and/or protective actions (such as evacuation, shelter in place, etc.) It is Teletype/"Telecommunications Device for the Deaf" TTY/TDD capable.

The System has several feeds of contact information. The system ingests the region's 9-1-1 database monthly. It is provided by the local telephone companies and includes both listed and unlisted landline phone numbers for voice notifications.

Members of the public are also able to self-register their Voice Over Internet Protocol (VoIP), cellular telephone numbers, and/or email addresses to receive notifications via voice, text, email, and/or American Sign Language with English voice and text.

The System also ingests Confidential Customer Information (CCI) from San Diego Gas & Electric public utility data monthly. It is provided pursuant to Government Code section 8593.4.

Pursuant to the Non-Disclosure Agreement (Appendix C) the Jurisdiction is a Representative of the County of San Diego and it is hereby agreed to that the Jurisdiction is familiar with, and shall abide by, the terms of Appendix C as though it were a party hereto.

County OES will notify the individuals on the modalities listed in the CCI when they are first enrolled in the System. This notification will include a process to opt out of the System which would terminate County OES access to the individual's CCI for purposes of the System.

C. Zonehaven

Zonehaven is an evacuation management software that is replacing the current public safety grids to select and define alerting areas during an incident. The zones have been created using several factors and have been reviewed and approved by each jurisdiction. The zones, as created, may cross jurisdictional lines.

III. POLICY

A. EAS

Emergency Alert System (EAS) is a national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities. EAS Participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers – deliver local alerts on a voluntary basis. The State of California has been divided into "EAS Operational Areas" for the purpose of disseminating emergency information. The San Diego EAS Operational Area encompasses the entire County.

Only County OES and the Sheriff's Communications Center are authorized to activate the EAS. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

B. NWEM

Non-Weather Emergency Messages (NWEM)s are sent through FEMA's Integrated Public Alert and Warning System (IPAWS) to the National Weather Service (NWS) for broadcast over NOAA Weather Radio (NWR) All Hazards and other NWS dissemination systems. This capability was reintroduced in 2021 as a redesign of the previous enhanced NWEM dissemination functionality developed in 2006 as the All-Hazards Emergency Message Collection System (HazCollect).

Only County OES and the Sheriff's Communications Center are authorized to send NWEM alerts. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer or the Sheriff's Communications Office and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

C. WEA

If a Jurisdiction's Public Safety Official (i.e., Incident Command, or other authorized alerting authority as determined by the Jurisdiction) determines that the severity of an incident necessitates public alert through WEA, the Public Safety Official will request that a WEA is devised and sent out through the Jurisdiction's authorized sender.

Use of the WEA system is solely authorized for imminent, severe, or extreme hazards.

Imminent, Severe, or extreme hazards are incidents where an emergency threatens, or is

imminently expected to threaten, life, health, and/or property. WEAs must contain protective action instructions that recipients will follow to reduce vulnerability to an imminent and/or expected threat.

Protective action instructions include:

1. Shelter – Shelter in place
2. Evacuate – Relocate as instructed
3. Prepare – Make preparations
4. Execute – Execute a pre-planned activity
5. Avoid – Avoid the hazard
6. Monitor – Follow official information sources
7. All clear – The event no longer poses a threat or concern and the Shelter in place has ended.

The system is generally not authorized for:

1. Missing person notifications, except AMBER alerts which are sent out by the Center for Missing and Exploited Children in cooperation with California Highway Patrol
2. Non-emergency weather alerts
3. Traffic problems
4. Parking restrictions
5. Street closures
6. Structure fires impacting limited populations
7. Crime information
8. Notifications to update the public on important programs or special events
9. Routine, informational and/or educational messages
10. Other events with limited impact

The system is not authorized for:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)

D. AlertSanDiego

If a Jurisdiction's Public Safety Official, as determined by the Jurisdiction, determines that the severity of an incident necessitates public alert through AlertSanDiego, the Public Safety Official is responsible for processing and disseminating the AlertSanDiego message.

The Jurisdiction is authorized to develop pre-established notification lists (either spreadsheets or geo-coded lists) and messages to meet their needs. These lists may include special populations (e.g. in-home care, schools, etc.), those susceptible to certain risks (e.g. homes within dam inundation zone), or employee call back lists. It is the responsibility of the Jurisdiction to create and maintain these lists.

Full Use (voice, text, email) of the AlertSanDiego system to contact registered, E-911, and utility

data is authorized for the following purposes:

1. Imminent, perceived, and/or expected threat to life and/or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Any notification to provide emergency information to a defined community

Limited use (text and email only, no voice) of AlertSanDiego to contact registered mobile devices (not E-911 or utility data) are authorized for the following purposes:

1. Missing Persons at risk

A Missing Person at risk is defined in Penal Code 14215.B below:

> "At-risk" means there is evidence of, or there are indications of, any of the following:
> (1) The person missing is the victim of a crime or foul play.
> (2) The person missing is in need of medical attention.
> (3) The person missing has no pattern of running away or disappearing.
> (4) The person missing may be the victim of parental abduction.
> (5) The person missing is mentally impaired, including cognitively impaired or developmentally disabled.

The System is <u>not</u> authorized for:

1. Routine, informational, and/or educational messages
2. Any message of commercial nature
3. Any message of a political nature
4. Any non-official business (e.g. articles, event notifications, retirement announcements, etc.)

Testing and training of the AlertSanDiego system is strictly limited to contact information uploaded by the Jurisdiction. No E-911, utility, or registered users may be notified without their prior written consent.

E. Zonehaven

The Jurisdiction Program Administrator(s) will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the Zonehaven system. Jurisdiction Program Administrator(s) must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator(s) will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

Jurisdictions shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction from the System.

Jurisdictions shall verify that all users with access to the system:

1. Are current agents of the jurisdiction with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior
5. Have read and agreed to the Non-Disclosure Agreement
6. Notify County OES that the above listed items have been verified

IV. COMMUNICATION

A. Cross Jurisdictional

Alerting Authorities, as determined by the Jurisdiction, responsible for disseminating Alert & Warning messages must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue which may occur with system abuse or overuse.

Should the need for Alert & Warning be determined by Public Safety Officials, notification will be made by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s), (e.g., Universities, Fire Protection Districts, Water Districts, etc.). This may be accomplished through a manual or an automated system.

B. Public

It is a best practice for the Jurisdiction to refer the public to their Jurisdiction's official website and/or Jurisdiction operated social media sites for further information regarding the emergency that warranted the Alert & Warning. If the website *AlertSD.org*, or any other registered domain name that leads to *AlertSanDiego.org* is used as part of a public Alert & Warning message, the Jurisdiction must notify County OES of their intent to reference the website immediately. The Jurisdiction is also responsible for providing regular updates to County OES so that the County OES website can be updated with the latest disaster information.

Incomplete or imperfect information is not a valid reason to delay or avoid issuing an Alert & Warning. Time is of the essence, as recipients of warnings will need time to consider, plan, and act after they receive an Alert & Warning. This is particularly true among individuals with disabilities and people with access and functional needs. They may require additional time to evacuate or may be at increased risk of harm without notification.

For all Alert & Warning messages sent, the initiating jurisdiction shall be responsible for managing public and media questions, comments, or concerns arising from the message.

During a regional emergency, it is a best practice for all jurisdictions to coordinate Alert & Warning

and Public Information through the Operational Area Emergency Operations Center.

C. Multi-Modal

A highly effective Alert & Warning program will use as many delivery methods as appropriate and necessary. Alert & Warning is comprised of multiple modalities which may include: EAS (Emergency Alert System), NWEM (Non-Weather Emergency Message), WEA (Wireless Emergency Alert), AlertSanDiego, San Diego County Emergency Website (AlertSD.org), and Social Media. Jurisdictions should use all modality levels as appropriate to reach the widest audience.

By utilizing multiple modalities, there is a greater likelihood that people with disabilities or other access and functional needs will receive the Alert & Warning message.

V. RESPONSIBILITIES

A. Jurisdictions

All jurisdictions in the San Diego County Operational Area are responsible for the Alerting & Warning of the people within their jurisdictional boundary of severe or extreme hazards that currently threaten or pose an imminent threat to life or property.

In Zonehaven, because the zone formations do not take jurisdictional boundaries into consideration, alerts may be sent into neighboring jurisdictions. It is the responsibility of the alerting jurisdiction to inform the neighboring impacted jurisdiction that the alert and public facing map is crossing over into their area of responsibility.

Jurisdiction will ensure that trained and authorized personnel are available to issue Alert & Warning 24 hours a day, 7 days a week through dispatch and/or other means. Jurisdiction Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the AlertSanDiego, WEA, and Zonehaven systems (see Appendix A). Jurisdiction Program Administrators must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

Jurisdictions shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction from the System.

Jurisdictions shall verify that all users with access to the system:

1. Are current agents of the jurisdiction with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior

5. Have read and agreed to the Non-Disclosure Agreement
6. Notify County OES that the above listed items have been verified

B. State of California Alert & Warning Guidelines

All users agree to consider the State of California Alert & Warning Guidelines. The guidelines may be found online at www.CalAlerts.org

C. Training

AlertSanDiego and WEA

FEMA requires specific training for alert originators. For a step-by-step guide, please see Appendix A -Personnel Training Requirements. Initial train-the-trainer trainings will be available to the Jurisdiction by the System vendor. Trainings will then be provided to Jurisdiction administrators and communication center users. Ongoing training and refresher trainings can be provided upon request by a representative from the County.

Zonehaven

Initial Zonehaven train-the-trainer trainings will be available to the Jurisdiction by the System vendor. Trainings will then be provided to users at the administrative, communication centers, and field user levels. Ongoing training and refresher trainings can be provided upon request by a representative from the County.

D. Security

Per Federal Requirements, to ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix B). In addition, both parties agree to the following:

1. Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix B. The Jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

2. Document and maintain jurisdictional specific security policies and procedures and produce such documentation in response to official audits, inquiries, and/or requests.

3. Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

4. Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the alert and warning systems addressed in this agreement.

5. Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

E. County OES and Sheriff

The Sheriff's Communications Center and County OES are available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official for emergencies affecting the unincorporated county area. If a WEA is initiated, the County OES Staff Duty Officer (SDO) and Sheriff Watch Commander will coordinate the Communication requirements as outlined above in section III. Communication.

Should the need for Alert & Warning be determined by Public Safety Officials, notification will be made by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but is not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s) (e.g., Universities, Fire Protection Districts, and Water Districts, etc.)

Only County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and NWEM alerts through IPAWS. NWEMs will accompany all EAS broadcasts.

Only County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and Non-Weather Emergency Messages (NWEMs) through FEMA's Integrated Public Alert and Warning System (IPAWS).

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official through standard mutual aid processes for emergencies in incorporated county areas if the Jurisdiction is unable to do so.

County OES will conduct an annual audit of trained and authorized users to ensure users are still employed or otherwise still authorized to issue Alert & Warning on behalf of the Jurisdiction.

F. Unified Disaster Council (UDC) Alert & Warning Subcommittee

The UDC Alert & Warning Subcommittee is a County-wide working group composed of participating City and County Agency Representatives. Coordinated by County OES, the UDC Alert & Warning Subcommittee shall meet as determined by the Unified Disaster Council and/or the Subcommittee, to conduct after action reviews of system usage, coordinate ongoing administration, modify policies and guidelines, or to address other issues related to Alert & Warning messages. All recommendations for substantive changes to this MOA shall be submitted to the Unified Disaster Council for approval.

G. Maintenance

This MOA will be reviewed once every four years, or upon request of the UDC or the Alert & Warning Subcommittee.

VI. GOVERNANCE

County OES will advise on Alert and Warning, in conjunction with the UDC Alert & Warning Subcommittee.

A. DEFENSE AND INDEMNITY

1. Claims Arising from Sole Acts or Omissions of County

The County of San Diego ("the County") hereby agrees to defend and indemnify the [JURISDICTION] its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Jurisdiction'), from any claim, action or proceeding against the Jurisdiction, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, the Jurisdiction may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. The Jurisdiction shall notify the County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of the Jurisdiction

The Jurisdiction hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as " the County") from any claim, action or proceeding against the County, arising solely out of the acts or omissions of the Jurisdiction in the performance of this Agreement. At its sole discretion, the County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the Jurisdiction of any obligation imposed by this Agreement. The County shall notify the Jurisdiction promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

The County hereby agrees to defend itself, and the Jurisdiction hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the County and the Jurisdiction. In such cases, the County and the Jurisdiction agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph E below.

4. Joint Defense

Notwithstanding paragraph C above, in cases where the County and the Jurisdiction agree in writing to a joint defense, the County and the Jurisdiction may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of the Jurisdiction and the County. Joint defense counsel shall be selected by mutual agreement of the County and the Jurisdiction. The County and the Jurisdiction agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. The County and the Jurisdiction further agree that neither party may bind the other to a settlement agreement without the written consent of both the County and the Jurisdiction.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the County and the Jurisdiction may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

6. Application of California Law

Nothing in this Agreement is intended to, nor shall it limit or alter the application of California law as it relates to actions against, or liability of, government entities under the California law, including, but not limited to, the California Government Claims Act (Government Code Section 810 et. seq.).

7. Notice and Modification

This Agreement may be modified at any time with the prior written consent of both Parties. All modifications shall be in writing and signed by both parties. Any communication or notices to be provided pursuant to this Agreement must be sent to the attention of the signatories below, or their designees.

8. No Third Party Beneficiaries

Except as may be expressly provided herein, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party right or any other rights of any kind in any person or entity.

9. Choice of Law

This Agreement is governed by the laws of the State of California. Venue for all actions arising out of this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

10. Counterparts

This Agreement may be executed in multiple copies or in one or more counterparts, each of which shall be deemed an original with the same effect as if all the signatures were on the same instrument.

11. Severability

The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

12. Anti-assignment Clause

No Party may assign or delegate any duty or right under this Agreement. Any such purported assignment or delegation will void this entire Agreement, unless the Parties have previously approved such action in writing.

13. Authority to Enter into Agreement

Each of the signatories below represent that they have authority from their respective governing bodies to execute this Agreement and bind the parties to the terms of this Agreement.

VII. TERM AND TERMINATION

This Agreement shall become effective when it is signed by both parties. This Agreement may be terminated upon mutual consent at any time. Additionally, either party may terminate this Agreement following six (6) months' written notice to the other party.

VIII. SIGNATORY

Jeff Toney, Director, County of San Diego OES

Ashley Jones , City Manager,
City of Del Mar

_____ _____

Date: Date:

ALERT & WARNING
MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND THE
[JURISDICTION]

I. PURPOSE

This Agreement ("Agreement") is made by and between the County of San Diego ("County") and the [JURISDICTION] ("Jurisdiction"). It is intended to establishThis form establishes a regional agreement foron the use of Alert & Warning modalities capable of being initiated through the Office of Emergency Services (OES) mass notification system.County OES) Mass Notification System ("System"). This agreement will allow the Jurisdiction to initiate Wireless Emergency Alerts (WEA) and generate AlertSanDiego campaigns to their jurisdiction utilizingvia the County OES Mass Notification System("System").

County Office of Emergency Services (OES) recognizes that each San Diego County Operational Area jurisdictionJurisdiction has a need to rapidly notify their residents before and/or during an emergency. County OES and the Sheriff Communication Center are authorized to disseminate Alert & Warning messages to the Unincorporated areaunincorporated county areas.

Each jurisdiction will beJurisdiction is responsible for initiating their own Alert & Warning messages to their jurisdiction. This Memorandum of Agreement (MOA) replaces previous agreements regarding the AlertSanDiego mass notification system and replaces previous WEA Memorandums of AgreementMOAs.

II. BACKGROUND

County OES is responsible for procuring and maintaining the System (i.e.,.g.., software), used to connect to the federal WEA aggregator and AlertSanDiego, the regional notification system used to send telephonevoice, text, and email notifications to residentsthe public and businesses within San Diego County. The System isshall be funded by regional Homeland Security Grant Program funds when possible or by Unified Disaster Council dues, as determined by the Unified Disaster Council. Grant and Unified Disaster Council budgets are voted upon annually by the Unified Disaster Council. Jurisdictional usage of the System usage is unlimited. Jurisdictions are not billed for utilizing the System.

A. Wireless Emergency Alerts (WEA)

The Wireless Emergency Alert (WEA) system, is a federally maintained alert and warning system, available to all jurisdictions to notify residentsthe public in times of imminent, severe, or extreme hazards within the framework, agreements, rules and protocols agreed upon by the Federal Emergency Management Agency (FEMA), the Federal Communications Commission (FCC), and the Unified Disaster Council and in agreement with the Operational Area Emergency Operations Plan and the fifth amended Joint Powers Agreement, as applicable.

On behalf of the San Diego County Operational Area, the County OES maintains a Memorandum

~~of Agreement (~~an MOA~~)~~ with~~ the~~ FEMA designating County OES as a Collaborative Operating Group (COG) with the Integrated Public Alert & Warning System (IPAWS).

With access to IPAWS through the County OES Mass Notification System, the Jurisdiction can initiate ~~Wireless Emergency Alert (WEA) messages. WEA messages~~WEAs. WEAs are emergency notifications sent by authorized government alerting authorities, as determined by the Jurisdiction, through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or ~~in close proximity to~~near the alert area. Please see examples of 90- and 360-character WEA messages in Appendix A.

Because WEA messages leverage mobile carrier cell phone towers and the broadcast range of a particular tower can be affected by many variables such as the height of antenna over surrounding terrain, the frequency of signal in use, the transmitter's power, the directional characteristics of the site antenna array, local geography and weather conditions, emergency notifications ~~may~~will more than likely occur outside of the intended notification area. WEA version 3.0 from FEMA/FCC incorporates ~~.10~~0.1-mile geo-targeting capability which allows jurisdictions to notify ~~residents~~the public with greater accuracy.

Since ~~WEA messages~~WEAs may have regional implications and may be received by ~~residents~~the public in surrounding jurisdictions, the initiation of ~~WEA messages~~WEAs requires regional coordination which is the responsibility of the initiating Jurisdiction ~~(See Section IV. Communication).~~(See Section IV. Communication).

B. AlertSanDiego

The County of San Diego ~~has instituted~~maintains a regional notification system that is able to send ~~telephone~~voice, text, and email notifications~~, texts and emails~~ to ~~residents and businesses~~people within San Diego County who may be impacted by, or are in danger of being impacted by, a disaster. This system ~~(software), called~~, branded as AlertSanDiego, is used by emergency response personnel to notify ~~residents~~members of the public at risk with information about the event and/or protective actions (such as evacuation, shelter in place, ~~gas leak, missing person at risk,~~ etc.) It is Teletype/"Telecommunications Device for the Deaf" TTY/TDD capable.

The System has several feeds of contact information. The system ~~utilizes~~ingests the region's 9-1-1 database~~,~~ monthly. It is provided by the local telephone companies~~, which~~ and includes both listed and unlisted landline phone numbers~~. It is TTY/TDD capable~~ for voice notifications.

~~Residents~~Members of the public are also able to self-register their Voice Over Internet Protocol (VoIP), cellular telephone numbers, and/or email addresses to receive notifications via ~~phone~~voice, text, email, and/or American Sign Language with English voice and text.

The System also ingests Confidential Customer Information (CCI) from San Diego Gas & Electric public utility data monthly. It is provided pursuant to Government Code section 8593.4.

Pursuant to the Non-Disclosure Agreement (Appendix C) the Jurisdiction is a Representative of the County of San Diego and it is hereby agreed to that the Jurisdiction is familiar with, and shall

abide by, the terms of Appendix CD as though it were a party hereto.

County OES will notify the individuals on the modalities listed in the CCI when they are first enrolled in the System. This notification will include a process to opt out of the System which would terminate County OES access to the individual's CCI for purposes of the System.

C. Zonehaven

Zonehaven is an evacuation management software that is replacing the current public safety grids to select and define alerting areas during an incident. The zones have been created using several factors and have been reviewed and approved by each jurisdiction. The zones, as created, may cross jurisdictional lines.

III. POLICY

A. EAS

Emergency Alert System (EAS) is a national public warning system commonly used by state and local authorities to deliver important emergency information, such as weather and AMBER alerts, to affected communities. EAS Participants – radio and television broadcasters, cable systems, satellite radio and television providers, and wireline video providers – deliver local alerts on a voluntary basis. The State of California has been divided into "EAS Operational Areas" for the purpose of disseminating emergency information. The San Diego EAS Operational Area encompasses the entire County.

Only County OES and the Sheriff's Communications Center are authorized to activate the EAS. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

B. NWEM

Non-Weather Emergency Messages (NWEM)s are sent through FEMA's Integrated Public Alert and Warning System (IPAWS) to the National Weather Service (NWS) for broadcast over NOAA Weather Radio (NWR) All Hazards and other NWS dissemination systems. This capability was reintroduced in 2021 as a redesign of the previous enhanced NWEM dissemination functionality developed in 2006 as the All-Hazards Emergency Message Collection System (HazCollect).

Only County OES and the Sheriff's Communications Center are authorized to send NWEM alerts. Approved jurisdictional Alerting Authorities in the OA can contact the OES Duty Officer or the Sheriff's Communications Office and request activation of the system. Determination will be made by OES in the event of the need to notify large areas of the county to take protective actions or to provide emergency information.

~~A.~~C. WEA

~~If a jurisdiction's public safety official (~~If a Jurisdiction's Public Safety Official (i.e., Incident

Command, or other authorized alerting authority as determined by the Jurisdiction) determines that the severity of an incident necessitates public alert through WEA, the Public Safety Official will request that a WEA is devised and sent out through ~~their respective dispatch agency.~~the Jurisdiction's authorized sender.

Use of the WEA system is solely authorized for imminent, severe, or extreme hazards.

Imminent, Severe, or extreme hazards are incidents where an emergency threatens, or is imminently expected to threaten, life, health, and/or property. ~~WEA messages~~WEAs must contain protective action instructions that recipients will follow to reduce vulnerability to an imminent and/or expected threat.

Protective action instructions include:

1. Shelter – Shelter in place
2. Evacuate – Relocate as instructed
3. Prepare – Make preparations
4. Execute – Execute a pre-planned activity
5. Avoid – Avoid the hazard
6. Monitor – ~~Attend to~~Follow official information sources
7. All clear – The event no longer poses a threat or concern and the Shelter in place has ended.
    - ~~It is the responsibility of the jurisdiction to inform the public of the end of an incident.~~

The system is generally not authorized for:

1. Missing person notifications, except AMBER alerts which are sent out by the Center for Missing and Exploited Children in cooperation with California Highway Patrol
2. Non-emergency weather alerts
3. Traffic problems
4. Parking restrictions
5. Street closures
6. Structure fires impacting limited populations
7. Crime information
8. Notifications to update ~~residents~~the public on important programs or special events
9. Routine, informational and/or educational messages
10. Other events with limited impact

The system is not authorized for:

1. Any message of commercial nature
2. Any message of a political nature
3. Any non-official business (e.g. articles, retirement announcements, etc.)

~~B.~~D. AlertSanDiego

If a ~~jurisdiction's~~Jurisdiction's Public Safety Official, as determined by the Jurisdiction, determines that the severity of an incident necessitates public alert through AlertSanDiego, the ~~public safety official will be~~Public Safety Official is responsible for processing and disseminating the AlertSanDiego message.

The Jurisdiction is authorized to develop pre-established notification lists (either spreadsheets or geo-coded lists) and messages to meet their needs. These lists may include special populations (e.g. in-home care, schools, etc.), those susceptible to certain risks (e.g. homes within dam inundation zone), or employee call back lists. It is the responsibility of the Jurisdiction to create and maintain these lists.

Full Use (voice, text, email) of the AlertSanDiego system to contact registered, E-911, and utility data is authorized for the following purposes:

1. Imminent ~~or,~~ perceived, and/or expected threat to life and/or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Any notification to provide emergency information to a defined community

~~Use~~**Limited use (text and email only, no voice)** of AlertSanDiego ~~email and text alerts for~~to contact registered mobile devices (not E-911 or utility data) are authorized for the following purposes:

1. Missing Persons at risk

A Missing Person at risk is defined in Penal Code 14215.B below:

> "At-risk" means there is evidence of, or there are indications of, any of the following:
> (1) The ~~system~~person missing is the victim of a crime or foul play.
> (2) The person missing is in need of medical attention.
> (3) The person missing has no pattern of running away or disappearing.
> (4) The person missing may be the victim of parental abduction.
> (5) The person missing is mentally impaired, including cognitively impaired or developmentally disabled.

The System is not authorized for:

1. Routine, informational ~~-~~, and/or educational messages
2. Any message of commercial nature
3. Any message of a political nature
4. Any non-official business (e.g. articles, event notifications, retirement announcements, etc.)

Testing and training of the AlertSanDiego system is strictly limited to contact information uploaded by the Jurisdiction. No E-911, utility, or registered users may be notified without their prior written consent.

E. Zonehaven

The Jurisdiction Program Administrator(s) will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the Zonehaven system. Jurisdiction Program Administrator(s) must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator(s) will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

Jurisdictions shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction from the System.

Jurisdictions shall verify that all users with access to the system:

1. Are current agents of the jurisdiction with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior
5. Have read and agreed to the Non-Disclosure Agreement
6. Notify County OES that the above listed items have been verified

IV. COMMUNICATION

A. Cross Jurisdictional

Alerting Authorities, as determined by the Jurisdiction, responsible for disseminating Alert & Warning messages must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue which may occur with system abuse or overuse.

Should the need for Alert & Warning be determined by ~~public safety officials~~Public Safety Officials, notification will be made by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s), ~~i.~~(e.g., Universities, Fire Protection Districts, Water Districts, etc.). This may be accomplished through a manual or an automated system.

B. Public

It is a best practice for the Jurisdiction to refer the public to their Jurisdiction's official website

and/or Jurisdiction operated social media sites for further information regarding the emergency that warranted the Alert & Warning. If the website *AlertSD.org*, ~~*SDCountyEmergency.com*~~ or any other registered domain name that leads to ~~*SDCountyEmergency.com*~~*AlertSanDiego.org* is used as part of ~~an alert or warning~~a public Alert & Warning message, the Jurisdiction must ~~provide~~notify County OES ~~with information~~of their intent to ~~update~~reference the ~~site before the alert is sent~~website immediately. The Jurisdiction is also responsible for providing regular updates to County OES so that the County OES website can be updated with the latest ~~information about the~~ disaster information.

Incomplete or imperfect information is not a valid reason to delay or avoid issuing ~~a warning~~an Alert & Warning. Time is of the essence, as recipients of warnings will need time to consider, plan, and act after they receive ~~a~~an Alert & W~~w~~arning ~~message~~. This is particularly true among individuals with disabilities and people with access and functional needs. They may require additional time to evacuate or may be at increased risk of harm without notification.

For all Alert & Warning messages sent, the initiating jurisdiction ~~initiating the message~~ shall be responsible for managing public and media questions, comments, or concerns arising from the message.

During a regional emergency, it is a best practice for all jurisdictions to coordinate Alert & Warning and Public Information through the Operational Area Emergency Operations Center.

C. Multi-Modal

A highly effective Alert & Warning program will use as many delivery methods as appropriate and necessary. Alert & Warning is comprised of multiple modalities which may include: EAS (Emergency Alert System), NWEM (Non-Weather Emergency Message), WEA (Wireless Emergency Alert), AlertSanDiego, San Diego County Emergency Website (AlertSD.org), and Social Media. Jurisdictions should use all modality levels as appropriate to reach the widest audience.

By utilizing multiple modalities, there is a greater likelihood that people with disabilities or other access and functional needs will receive the Alert & Warning message.

V. RESPONSIBILITIES

A. Jurisdictions

All jurisdictions in the San Diego County Operational Area are responsible for the Alerting & Warning of ~~their residents~~the people within their jurisdictional boundary of severe or extreme hazards that currently threaten or pose an imminent threat to life or property.

In Zonehaven, because the zone formations do not take jurisdictional boundaries into consideration, alerts may be sent into neighboring jurisdictions. It is the responsibility of the alerting jurisdiction to inform the neighboring impacted jurisdiction that the alert and public facing map is crossing over into their area of responsibility.

Jurisdiction will ensure that trained and authorized personnel are available to issue Alert & Warning 24 hours a day, 7 days a week through dispatch and/or other means. Jurisdiction Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the AlertSanDiego, WEA, and ~~WEA system~~Zonehaven systems (see Appendix A). Jurisdiction Program Administrators must be approved by the Jurisdiction Unified Disaster Council representative.

The Jurisdiction Program Administrator will ensure that the fire, law, EMS, and dispatch agencies serving their jurisdiction are provided a copy of this agreement. The Jurisdiction is responsible for putting in place any internal agreements necessary to perform the responsibilities within this agreement.

Jurisdictions ~~will notify the County's Office of Emergency Services~~shall, without delay, remove any and all ~~employees~~persons no longer employed or otherwise unauthorized to issue Alert & Warning messages on behalf of the Jurisdiction from the System.

Jurisdictions shall verify that all users with access to the system:

1. Are current agents of the jurisdiction with authority to access the system
2. Have read, understand, and agree to the terms of the MOA
3. Have satisfied, at minimum, the training requirements set forth in this MOA
4. Have signed the Rules of Behavior
5. Have read and agreed to the Non-Disclosure Agreement
6. Notify County OES that the above listed items have been verified

B. State of California Alert & Warning Guidelines

All users agree to ~~abide by~~consider the State of California Alert & Warning Guidelines. The guidelines may be found online at www.CalAlerts.org

C. Training

AlertSanDiego and WEA

FEMA requires specific training for alert originators. For a step-by-step guide, please see Appendix A -Personnel Training Requirements. Initial train-the-trainer trainings will be available to the Jurisdiction by the System vendor. Trainings will then be provided to Jurisdiction administrators and communication center users. Ongoing training and refresher trainings can be provided upon request by a representative from the County.

Zonehaven

Initial Zonehaven train-the-trainer trainings will be available to the Jurisdiction by the System vendor. Trainings will then be provided to users at the administrative, communication centers,

and field user levels. Ongoing training and refresher trainings can be provided upon request by a representative from the County.

D. Security

Per Federal Requirements, to ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix B). In addition, both parties agree to the following:

1. Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix B. The Jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

2. Document and maintain jurisdictional specific security policies and procedures and produce such documentation in response to official audits, inquiries, and/or requests.

3. Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

4. Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the alert and warning systems addressed in this agreement.

5. Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

E. County OES and Sheriff

The Sheriff's Communications Center and County OES are available to initiate requested WEA and AlertSanDiego messages from a Public Safety Official for emergencies affecting the unincorporated county area. If a WEA ~~message~~ is initiated, the County OES Staff Duty Officer (SDO) and Sheriff Watch Commander will coordinate the Communication requirements as outlined above in section III. Communication.

Should the need for Alert & Warning be determined by ~~public safety officials~~Public Safety Officials, notification will be made by the initiating Jurisdiction to all potentially affected neighboring jurisdictions immediately. This may include, but is not limited to, Unified Disaster Council member(s), Dispatch Agency(ies), Emergency Manager(s), and/or Special District(s~~), i.~~) (e.g., Universities~~.~~, Fire Protection Districts, and Water Districts, etc.)

Only County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and NWEM alerts through IPAWS. NWEMs will accompany all EAS broadcasts.

Only County OES and the Sheriff's Communications Center can send Emergency Alert System (EAS) broadcasts and Non-Weather Emergency Messages (NWEMs) through FEMA's Integrated Public Alert and Warning System (IPAWS).

The Sheriff's Communications Center and County OES may be available to initiate requested WEA and AlertSanDiego messages from a Public Safety ~~OfficialfOr~~Official through standard mutual aid processes for emergencies in incorporated county areas if the Jurisdiction is unable to do so.

County OES will conduct an annual audit of trained and authorized users to ensure users are still employed or otherwise still authorized to issue Alert & Warning on behalf of the Jurisdiction.

F. Unified Disaster Council (UDC) Alert & Warning Subcommittee

The UDC Alert & Warning Subcommittee is a County-wide working group composed of participating City and County Agency Representatives. Coordinated by County OES, the UDC Alert & Warning ~~-~~Subcommittee shall meet ~~semi-annually, following a major event, or~~ as determined by the Unified Disaster Council and/or the Subcommittee, to conduct after action reviews of system usage, coordinate ongoing administration, modify policies and guidelines, or to address other issues related to Alert & Warning messages. All recommendations for substantive changes to this MOA shall be submitted to the Unified Disaster Council for approval.

G. Maintenance

This MOA will be ~~maintained~~reviewed once every four years, or upon request of the UDC or the Alert & Warning Subcommittee.

VI. GOVERNANCE

County OES will advise on Alert and Warning, in conjunction with the UDC Alert & Warning Subcommittee.

A. DEFENSE AND INDEMNITY

1. Claims Arising ~~From~~from Sole Acts or Omissions of County

The County of San Diego ("the County") hereby agrees to defend and indemnify the [JURISDICTION] its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Jurisdiction'), from any claim, action or proceeding against the Jurisdiction, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, the Jurisdiction may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. The Jurisdiction shall notify the County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising ~~From~~from Sole Acts or Omissions of the Jurisdiction

The Jurisdiction hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as " the County") from any claim, action or proceeding against the County, arising solely out of the acts or omissions of the Jurisdiction in the performance of this Agreement. At its sole discretion, the County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve the Jurisdiction of any obligation imposed by this Agreement. The County shall notify the Jurisdiction promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising ~~From~~from Concurrent Acts or Omissions

The County hereby agrees to defend itself, and the Jurisdiction hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the County and the Jurisdiction. In such cases, the County and the Jurisdiction agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph E below.

4. Joint Defense

Notwithstanding paragraph C above, in cases where the County and the Jurisdiction agree in writing to a joint defense, the County and the Jurisdiction may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of the Jurisdiction and the County. Joint defense counsel shall be selected by mutual agreement of the County and the Jurisdiction. The County and the Jurisdiction agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. The County and the Jurisdiction further agree that neither party may bind the other to a settlement agreement without the written consent of both the County and the Jurisdiction.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the County and the Jurisdiction may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

6. Application of California Law

Nothing in ~~the~~this Agreement is intended to, nor shall it limit or alter the application of California law as it relates to actions against, or liability of, government entities under the California law, including, but not limited to, the California Government Claims Act (Government Code Section 810 et. seq.).

7. Notice and Modification

This Agreement may be modified at any time with the prior written consent of both Parties. All modifications shall be in writing and signed by both parties. Any communication or notices to be provided pursuant to this Agreement must be sent to the attention of the signatories below, or their designees.

8. No Third Party Beneficiaries

Except as may be expressly provided herein, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party right or any other rights of any kind in any person or entity.

9. Choice of Law

This Agreement is governed by the laws of the State of California. Venue for all actions arising out of this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

10. Counterparts

This Agreement may be executed in multiple copies or in one or more counterparts, each of which shall be deemed an original with the same effect as if all the signatures were on the same instrument.

11. Severability

The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

12. Anti-assignment Clause

No Party may assign or delegate any duty or right under this Agreement. Any such purported assignment or delegation will void this entire Agreement, unless the Parties have previously approved such action in writing.

13. Authority to Enter into Agreement

Each of the signatories below represent that they have authority from their respective governing bodies to execute this Agreement and bind the parties to the terms of this Agreement.

VII. TERM AND TERMINATION

This Agreement shall become effective when it is signed by both parties. This Agreement may be terminated upon mutual consent at any time. Additionally, either party may terminate this Agreement following six (6) months' written notice to the other party.

VIII. SIGNATORY

Jeff Toney, Director, County of San Diego OES	[Jurisdiction] City Manager
_____	_____
_____	_____
Date:	Date:

Appendix A

TRAINING

Style Definition: Heading 1: Outline numbered + Level: 1 + Numbering Style: I, II, III, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0"

I. PURPOSE

To ensure effective and efficient use of Alert & Warning, agencies must regularly train and exercise their Alert & Warning policies and procedures. It is recommended that jurisdictions create a training program consisting of readily available coursework divided into sections of system access and responsibilities.

II. POLICY

A. County of San Diego

The County of San Diego Office of Emergency Services and/or the Sheriff's Department will ~~offer~~be available to provide upon request the below training to those authorized to initiate Alert & Warning, upon completion of training requirements as outlined in Section III, Training in this Appendix.

1. In person or ~~video course~~virtual training on ~~Wireless Emergency Alerts utilizing the~~ AlertSanDiego ~~system~~.

B. Jurisdiction

The Jurisdiction will ensure that staff they authorize to initiate Alert & Warning complete the minimum training requirements as identified by the Federal Government in Section III of this Appendix. Training is outlined below.

III. TRAINING

- The FEMA Individual Study (IS) course can be taken online at https://training.fema.gov/is/
- For all other courses, please go to the San Diego Urban Area Security Initiative Training and Exercise Calendar at https://sduasi.org/ or the California Specialized Training Institute Course Calendar at http://csti.org

A. Technician – as defined by California Alert & Warning Guidelines, is a level designed for those authorized to physically access and send Alert & Warnings (i.e. Dispatchers or other Public Safety Officials as determined by the Jurisdiction). ~~Technician level~~The following minimum training is required

Formatted: Font: Not Bold

Formatted: Font: Not Bold, No underline

~~by FEMA and FCC for WEA and **recommended** for AlertSanDiego~~:

1. Alert & Warning system user training

2. IS-~~247a:~~ 247: Integrated Public Alert and Warning System (IPAWS) For Alert Originators

~~1.~~3. IS-251 Integrated Public Alert and Warning System (IPAWS) For Alerting ~~Authority Online Training (required under FEMA MOU)~~ Administrators

~~2.~~4. IPAWS Rules of Behavior: Read, understand, and sign the IPAWS Rules of Behavior~~.~~

5. Review the Integrated Public Alert and Warning System (IPAWS) best practices at https://www.fema.gov/best-practices

B. Practitioner – as defined by California Alert & Warning Guidelines, is a level designed for those authorized to ~~request message sends and~~ craft messages ~~(i.e.~~and/or request to have messages sent (i.e. Incident Command or other Public Safety Officials as determined by the Jurisdiction). ~~All coursework under the previous~~It is ***recommended*** that practitioners complete all technician level ~~as well as~~training in addition to the following courses:

1. PER-304: Social Media for Natural Disaster Response and Recovery

2. G290-291: Basic PIO and JIC-JIS

C. Program Administrator – as defined by California Alert & Warning Guidelines, is a level designed for those overseeing the entire Alert & Warning program (i.e. Emergency Manager or other Public Safety Officials as determined by the Jurisdiction). ~~All coursework under the previous two levels as well as:~~ It is ***required*** that Program Administrators complete all Technician level training as well as the following:

1. ~~Training from the~~Alert & Warning system ~~vendors designed to teach technical skill sets within the system~~training specific to data ~~refresh~~ and personnel management.

~~2. Training from local GIS professionals within the jurisdiction, as the system(s) in use requires geo-coding and/or shape files. San Diego utilizes the Regional Public Safety Grid (RPSG) and all users should be comfortable with this GIS function.~~

~~3.~~2. The individual ~~should~~must be knowledgeable in cross-jurisdictional coordination techniques within the jurisdiction. ~~Recommended courses are:~~

In addition to the above required training, it is recommended that Program ~~Adminstrators~~Administrators complete the following:

1. All Practitioner level training

   a) L0388: Advanced Public Information Officer

   b) 3. L-402: Liaison Officer

Program Administrators must be approved by the Jurisdiction's Unified Disaster Council representative.

Formatted: Bullets and Numbering
Formatted: Font: (Default) +Body (Calibri), Not Bold
Formatted: Font: (Default) +Body (Calibri)
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: 11 pt
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 1" + Indent at: 1"
Formatted: Bullets and Numbering
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold
Formatted: Font: (Default) +Body (Calibri), 11 pt, Not Bold

Program ~~Administrator~~Administrators will be responsible for vetting and verifying which employees have completed required trainings as outlined above in order to obtain access to the ~~AlertSanDiego and WEA~~Alert & Warning system.

~~Additionally, San Diego County OES also recommends an in person or video course on Wireless Emergency Alerts utilizing the AlertSanDiego system, coordinated through the County's OES.~~

~~Additional information and tips to the Integrated Public Alert and Warning System (IPAWS) can be found at https://www.fema.gov/best-practices~~

IV. SYSTEM TESTING

A. Jurisdiction

There is no required system testing at the Jurisdictional level. It is recommended that Technicians, Practitioners, and Program Administrators, as outlined above, perform skills testing on a ~~quarterly basis. Internal AlertSanDiego testing may be performed by the Jurisdiction. All WEA System Tests should be coordinated through County OES.~~regular basis.

Any public facing Alert & Warning test must be coordinated through the ~~Unified Disaster Council~~County OES.

B. County OES and Sheriff

The AlertSanDiego system will be tested no less than once per week by the County OES Staff Duty Officer. This test will not be public facing. No public Alert & Warning shall be sent as part of the test.

In coordination with Federal Requirements, the IPAWS (WEA) system will be tested no less than once per month by the County OES Staff Duty Officer. This test will not be public facing. No public Alert & Warning shall be sent as part of the test.

V. ALERT AND WARNING GUIDELINES

Agencies should always maintain alerting capability. Maintaining the capability is imperative as disasters may strike at any time, and jurisdictions are responsible for informing the public in a timely manner of the threat and protective actions to take.

Agencies should issue alert and warning messages as soon as feasible given the circumstances of the situation. Designated alerting staff should have ready and reasonable access to the ~~AlertSanDiego~~Alert & Warning system and be properly trained and well versed in how to operate the ~~equipment~~system.

Warning messages sent in error should be updated, clarified, or retracted immediately once the message has been confirmed as erroneous.

VI. MESSAGE DETAILS

It is recommended that Jurisdictions ~~continue to~~ utilize the Wireless Emergency Alert Request Form. This form has been standardized and used by dispatch agencies across San Diego.

A. Descriptors and Parameters for WEA

IPAWS requires that one designator be selected from each of the following areas. Users should select the most appropriate designator for the situation.

~~2.~~1. Standard Alert & Warning Descriptors:

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 1" + Indent at: 1"

Event Type

- CDW: Civil Danger Warning
- CEM: Civil Emergency Message
- EQW: Earthquake Warning
- EVI: Evacuation Immediate
- FRW: Fire Warning
- HMW: Hazardous Materials Warning
- LEW: Law Enforcement Warning
- LAE: Local Area Emergency
- NUW: Nuclear Power Plant Warning
- RHW: Radiological Hazard Warning
- SPW: Shelter in Place Warning

Category

- Geo: Geophysical (inc. landslide)
- Met: Meteorological (inc. flood)
- Safety: General emergency and public safety
- Security: Law Enforcement, military, homeland and local/private security
- Rescue: Rescue and recovery
- Fire: Fire suppression and rescue
- Health: Medical and public health
- Env: Pollution and other environmental
- Transport: Public and private transportation
- Infra: Utility, telecommunication, other non-transport infrastructure
- CBRNE: Chemical, Biological, Radiological, Nuclear or High-Yield Explosive threat or attack
- Other: Other events

Response

- Shelter: Take shelter in place
- Evacuate: Relocate as instructed
- Prepare: Make Preparations
- Execute: Execute a pre-planned activity
- Avoid: Avoid the Subject events
- Monitor: Attend to information sources

~~3.~~2. Standard Alert & Warning Parameters:

Urgency	Severity	Certainty
- Immediate	- Extreme	- Observed
- Expected	- Severe	- Likely

B. Message Requirements

~~2.~~1. Duration of WEA Message Broadcast - Minimum 15 minutes – Maximum 24 hours. Broadcast duration is situationally dependent, and determines how long messages are received by new phones that enter the impacted area. If a jurisdiction determines that the incident has concluded before the scheduled expiration, they should initiate a "force expiration" of the alert to avoid unnecessary alerting.

~~3.~~2. WEA Messages must provide clear direction on protective actions and include:

a) Source; This will be the agency sending the Alert & Warning

b) Threat; This will be the reason why the Alert & Warning is being issued

c) Location; Be as specific as possible about the area affected

d) Guidance; Use plain language when guiding the public to take action, if applicable identify timing

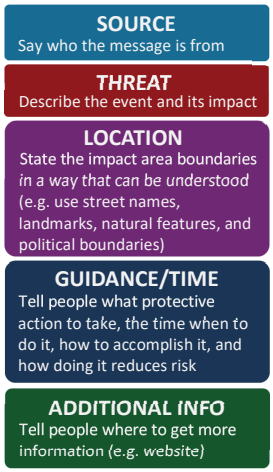
e) Additional information; Where residents can go for additional information; This can be ~~issuing~~the Jurisdiction's website/social media

*Note: It is a best practice for the Jurisdiction to refer the public to their Jurisdiction's official website or Jurisdiction operated social media sites for further information regarding the emergency that warranted the Alert & Warning. ~~-~~If the website *AlertSD.org*, ~~*SDCountyEmergency.com*~~ or any other registered domain name that leads to ~~*SDCountyEmergency.com*~~*AlertSanDiego.org* is used as part of ~~an alert or warning~~a public Alert & Warning message, the Jurisdiction must ~~provide~~notify County OES ~~with information~~of their intent to ~~update the site before~~reference the ~~alert is sent~~website immediately. The Jurisdiction is also responsible for providing regular updates to County OES so that the website can be updated with the latest information about the disaster.

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 1" + Indent at: 1"

Formatted: Font: Not Bold

C. Examples



EXAMPLE (90 characters):

SD Sheriff-Wildfire affecting Ramona-Evacuate via SR67-Tune to local media and *AlertSD.org*



EXAMPLE (360 characters):

The National Weather Service has issued a TSUNAMI WARNING for San Diego County. A series of powerful waves and strong currents may impact beaches in San Diego. Get away from coastal waters, you are in danger. Move to high ground or inland now. Keep away from the coasts until local officials say it is safe to return. For more information go to *www.AlertSD.org*

Appendix B

IPAWS-OPEN Rules of Behavior

*Note: The below Rules of Behavior have been established by the Federal Emergency Management Agency (FEMA)

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to San Diego County Office of Emergency Services Alert and Warning System(s). These individuals shall be held accountable for their actions related to the public alert and warning resources entrusted to them and must comply with the following rules or risk losing access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include cell phones, tablets, and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives and external drives. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).

- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.

- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.

- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible).

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email, approved by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.

- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.

- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.

- The selection of passwords must be complex and include:
    - At least eight characters in length
    - At least two (02) upper case and two (02) lower case letters
    - At least two (02) numbers and one (01) special character.

- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.

- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
    - Physically protect computing devices such as laptops, PEDs, smartphones, etc;
    - Protect sensitive data sent to or received from IPAWS-OPEN;
    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

- Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the San Diego County Office of Emergency Services Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS- OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS- OPEN is no longer required.

- I agree that I have completed a locally delivered Computer Security Awareness type training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete a locally delivered Computer Security Awareness type training on an annual basis. Locally delivered trainings are trainings delivered by your local jurisdiction, a local jurisdiction within the County, the County, or the State.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.

- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.

- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.

- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS- OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and the San Diego County Office of Emergency Services.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to San Diego County Office of Emergency Services Alert and Warning System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Name (Print): _____

Signature:_____Date: _____

Appendix C

INFORMATION SHARING AND NONDISCLOSURE AGREEMENT

This Information Sharing and Nondisclosure Agreement ("Agreement") is made as of February __, 2022 ("Effective Date") between San Diego Gas & Electric Company, a California corporation ("Company") and County of San Diego ("CSD"). The parties hereby agree as follows:

1. Definition of Confidential Information.

1.1 "Confidential Information" means the names, addresses, telephone numbers, and email addresses of Company's accountholders residing in the County of San Diego. Confidential Information does not include information (1) known to CSD or its Representatives prior to obtaining same from Company; (2) in the public domain at the time of disclosure by the Company; (3) lawfully obtained by the CSD or its Representative from a third party who did not receive same, directly or indirectly, from Company; (4) that is or was independently developed by persons who had no access to the Confidential Information; or (5) approved for release by written authorization of an authorized representative of the Company. Any party claiming that any of the foregoing five exceptions apply will have the burden of proof to establish such applicability.

1.2 "Representatives" means directors, officers, employees, partners, affiliates, agents, and/or advisors.

2. Access to Confidential Information. Company shall provide Confidential Information to CSD for the sole purpose of enrolling CSD residents in a County-operated or city-operated public emergency warning system.

3. Notification and Opt-Out. CSD shall notify the individuals listed in the Confidential Information when they are enrolled in the public emergency warning system. This notification will include a process to opt out of the warning system and terminate CSD's access to the individual's contact information for purposes of the warning system.

4. Limited Use; Nondisclosure. CSD hereby agrees that it shall use the Confidential Information solely for the purpose of enrolling and providing notifications to CSD residents in a County-operated or city-operated public emergency warning system consistent with the provisions of Government Code section 8593.4. CSD shall ensure the confidentiality of the Confidential Information is protected under reasonable security procedures, and shall not disclose Company's Confidential Information to any individual other than a Representative. Except as otherwise provided herein, CSD will keep confidential and not disclose the Confidential Information. CSD shall cause each of its Representatives to become familiar with, and abide by, the terms of this Agreement as though it was a party hereto. CSD shall ensure that a local government or a third-party contractor or agent that assists with or administers the emergency warning system may not use the Confidential Information for any purpose other than for emergency notification consistent with Government Code section 8593.4.

5. Court or Administrative Order**.** Notwithstanding the provisions of Article 2 above, CSD and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon reasonable advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, securities exchange, governmental agency or governmental or regulatory authority. To the extent allowed by law, prior to making or permitting any of its Representatives to make such disclosure, CSD shall provide Company with prompt written notice of any such requirement so that the Company (with CSD's assistance, at Company's expense) may seek a protective order or other appropriate remedy.

6. Document Retention. At any time when the Confidential Information is no longer needed for the public emergency warning system, CSD shall promptly deliver to Company or destroy (with such destruction to be certified to the Company) all portions of documents (and all copies thereof, however stored) furnished to or prepared by CSD and its Representatives that contain or are based on or derived

from Confidential Information and all other portions of documents in CSD's possession that contain or that are based on or derived from Confidential Information (to the extent so derived). This same procedure shall apply to the contact information of an individual who has terminated CSD's access pursuant to section 3 of this Agreement. Notwithstanding the foregoing, CSD will not be required to return or destroy Confidential Information that has been created solely by CSD's automatic archiving and back-up procedures, but only to the extent created and retained in a manner consistent with such procedures and not for any other purpose, and *provided* that such automatically archived or backed-up copies will be subject to the confidentiality provisions of this Agreement.

7. Term; Survival. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by mutual agreement of the parties in writing or until all Confidential Information is destroyed or returned to Company by CSD. However, the obligations and restrictions on CSD set forth herein, and the Company's rights to enforce the same, shall nevertheless remain in full force and effect with respect to Confidential Information while any part of the Confidential Information is possessed by CSD. Moreover, CSD represents, warrants, and covenants that security procedures and practices appropriate to the nature of Confidential Information involved are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, CSD shall access, collect, store, use, and disclose the Confidential Information under policies, practices and notification requirements no less protective than those under which Company operates.

8. Assignment. Neither party shall permit this Agreement or any of its rights or obligations hereunder to be assigned or delegated voluntarily, involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner, without the other party's prior written consent (which consent may not be unreasonably withheld), and any attempted assignment without such consent will be null and void.

9. Remedies. The parties acknowledge that the Confidential Information is valuable and unique and that damages would be an inadequate remedy for breach of this Agreement, and the obligations of each party and its Representatives are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by CSD, the Company shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy. **Neither party nor any of its Representatives shall have any liability to any other party or its Representatives for any special, indirect, incidental or consequential loss or damage whatsoever, including, without limitation, lost profits or lost investment opportunity, even if such party has been advised in advance that such damages could occur.**

10. Other Business Opportunities. The holding of discussions between the parties and the disclosure of Confidential Information shall not be construed as an obligation on the part of either party to refrain from engaging at any time in the same business or any business similar or dissimilar to the business in which the other party is now engaged. Further, except as otherwise agreed in writing, Confidential Information received concerning the Company's future plans is tentative and does not represent firm decisions or commitments by either party. Either party may meet with third persons and may receive information similar to the Confidential Information which the party received under this Agreement.

11. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to CSD, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement.

12. No Warranty. Each party acknowledges and agrees that the Company and its Representatives make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and that the Company and its Representatives shall have no liability relating to or arising from the use of the Confidential Information or for any errors therein or omissions therefrom.

13. No Waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege available hereunder or under applicable law shall operate as a waiver thereof, nor

shall any single or partial exercise thereof preclude any other or further exercise thereof of any other such right, power or privilege.

14. Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only in writing signed by both parties. This Agreement supersedes any previous confidentiality or nondisclosure agreement or contractual provisions between the parties to the extent they relate to the subject matter hereof. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original counterpart of this Agreement.

15. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the internal laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

16. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees, including allocated costs and fees of in-house counsel, incurred therein by the prevailing party.

17. Venue and Jurisdiction. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

18. Notices. Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; (c) upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the notice from the recipient. In each of the foregoing cases, notice must be addressed as follows (or at such other address for a Party as specified in a notice given in accordance with this Article):

If to Company:

San Diego Gas & Electric Company 8330 Century Park Court, SD1340 San Diego, CA 92123 Email: tporter@sdge.com Attention: Thom Porter	With a copy to: San Diego Gas & Electric Company 8330 Century Park Court, CP32A San Diego, CA 92123 Email: fbacaj@sdge.com Attention: General Counsel

If to CSD:

Jeff Toney San Diego County Office of Emergency Services 5580 Overland Avenue, Suite 100 San Diego, CA 92123 Email: jeff.toney@sdcounty.ca.gov Attention: Jeff Toney	With a copy to: Mark Day Senior Deputy County Counsel 1600 Pacific Highway, Room 355 San Diego, CA 92101 Email: mark.day@sdcounty.ca.gov Attention: Mark Day

These addresses may be changed by written notice to the other party provided that no notice of a change of address shall be effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

19. Savings Clause; Effect of Uniform Trade Secrets Act. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. In the event of any conflict between any provision hereof and any provision of the Uniform Trade Secrets Act of California, the provision affording the greater degree of protection to the Company shall control.

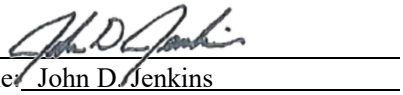
IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

COUNTY OF SAN DIEGO

By: e-Signed by Jeff D. Toney

Name: Jeff Toney
Title: Director, San Diego Office of Emergency Services

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: 

Name: John D. Jenkins
Title: Vice President – Electric Systems Operations

Approved as to legal form: F.B.

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Award of Construction Contract for 25th Street Lifeguard Tower Exterior Door Replacement Project

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Award a $39,635 construction contract with CTT Contemporary Furniture Incorporated (CTT Furniture) for the 25th Street Lifeguard Tower Exterior Door Replacement Project (Project) (Attachment A); 2) Approve a project contingency of $5,000; and 3) Authorize the City Manager to execute the contract and any contract changes necessary to complete the work.

DISCUSSION/ANALYSIS:
The City of Del Mar owns lifeguard tower facilities at 25th Street. The tower was constructed in 2003 and includes two public restrooms. All four of the original exterior doors for the tower and restrooms, which are almost 20 years old, have deteriorated to an inoperable and unsafe condition due to years of corrosion, exposure to the marine elements, and public use. The doors cannot be replaced with standard doors because the hardware and locking mechanisms are custom designed to match the building's unique exterior, hardwood material, and structural framing. As such, the replacement doors will need to be custom designed and manufactured.

Council previously awarded a contract for this Project on April 4, 2022; however, the contractor declined the contract. Per Section 7.20.020 of the Del Mar Municipal Code that establishes "Alternate Bid Procedures for Public Works Projects", work under $60,000 may be procured through a negotiated contract. Due to the specialized nature of the door design, staff solicited proposals from local custom door manufacturers. CTT Furniture is recommended for award because of the specialized nature of the work and their demonstrated ability to fabricate and install custom doors. Staff recommends awarding the contract to CTT Furniture for this Project in an amount totaling $39,365 (Exhibit A to Attachment A).

City Council Action:

If approved by the City Council, the doors for the 25th Street Lifeguard Tower Project are expected to take approximately 12 to16 weeks to fabricate and install. Public Works staff will work closely with the contractor and the Community Services Department to minimize impacts to the public and ensure lifeguard services and public access are not disrupted during the work to be performed at the project site.

PRIOR CITY COUNCIL REVIEW:
On April 4, 2022, City Council awarded construction contracts for the 25th Street Lifeguard Tower and 17th Street Door Replacement Projects

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item. Funds for the Project are already available in the Fiscal Year 2023-2024 Operating and Capital Budget.

ENVIRONMENTAL IMPACT
Pursuant to the California Environmental Quality Act (CEQA), the proposed project has been analyzed and determined to be Categorically Exempt pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities). Class 1 consists of the operation, repair, maintenance, or minor alteration of existing public structures and facilities, that involve negligible or no expansion of use beyond that existing. Therefore, the replacement of existing lifeguard tower and restroom doors on the 25th Street Lifeguard Tower facility is determined to be Categorically Exempt.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This is an operational item and is not included on the City Council's list of Goals & Priorities.

ATTACHMENTS:
Attachment A – Construction Contract with CTT Contemporary Furniture Incorporated
Exhibit A to Attachment A – Proposal from CTT Furniture

CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR AND CTT CONTEMPORARY FURNITURE INCORPORATED FOR 25th STREET LIFEGUARD TOWER DOOR REPLACEMENT PROJECT

This Construction Contract ("Contract") is made and entered into by and between the **City of Del Mar**, a municipal corporation, hereinafter referred to as the "City," and **CTT Contemporary Furniture Incorporated** 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 **25th Street Lifeguard Tower Door Replacement 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 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. CONTRACT AMOUNT AND SCHEDULE.

2.1 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 A** 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.

2.2 Contractor agrees to complete the Work on Project in a time period not to exceed **one hundred twelve (112)** calendar days per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice to Proceed issued by the City. Construction shall not commence until the City has approved insurance.

3. TERMINATION OF CONTRACT.

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

4. STATUS OF THE CONTRACTOR.

The Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent Contractor and in pursuit of Contractor's

independent calling, and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the project. However, Contractor shall confer with the City as required to perform this Contract.

5. SUBCONTRACTING.

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

6. ASSIGNMENT OF CONTRACT.

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

7. VERBAL AGREEMENT OR CONVERSATION.

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

8. DISPUTES.

8.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

8.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.

8.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

8.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:

A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:

1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.

C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The

parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:

1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.

2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.

3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.

4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directive as appropriate; or, (3) written declaration of a party that it will no longer participate in further mediation proceedings.

D. If mediation is unsuccessful, as a prerequisite to filing suit, the Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall begin from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

9. HOLD HARMLESS.

9.1 The Contractor agrees to indemnify and hold the City; the City's officers, officials, employees and agents; the Engineer; and the Engineer's officers, officials, employees and agents (together, the "City Indemnified Parties"), harmless from, and against any and all liabilities, claims, demands, causes of action, losses, suit damage, expenses and costs, including all costs of defense, expense costs and investigation expenses thereof, arising out of, or in any manner connected directly or indirectly to the acts, omissions or performance of Work by the Contractor or

Contractor's agents, employees, subcontractors, officials, officers or representatives. Upon demand, Contractor shall, at its own expense, defend the City Indemnified Parties from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, regardless of whether or not such a claim, loss or liability is caused in part by a party indemnified hereunder.

9.2 By inspecting, approving or accepting the improvements, City shall not have waived the protections afforded herein to the City Indemnified Parties or diminished the obligation of Contractor, who shall remain obligated in the same degree to indemnify and hold the City Indemnified Parties harmless as provided above.

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

10. RESPONSIBILITY FOR DAMAGE.

10.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions.

10.2 The Contractor shall maintain vehicle liability, and property damage insurance in the amount of not less than $2,000,000 for one person injured in one accident, and not less than $2,000,000 for two or more persons injured in any one accident, and not less than $2,000,000 with respect to any property damage involved and public general liability insurance in the amount of not less than $2,000,000 each occurrence or in the aggregate.

10.3 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.

10.4 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better.

10.5 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.

10.6 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.

10.7 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.

10.8 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.

10.9 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City and its officers, consultants, agents, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

10.10 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.

10.11 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11.0 of this Contract.

11. NOTICES.

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

City of Del Mar

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

CTT Contemporary Furniture Incorporated
Attn: Clyde Turner
7034 Carroll Road
San Diego, CA 921121
cttfurniture@gmail.com

12. LIQUIDATED DAMAGES; EXTENSION OF TIME.

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **two hundred and fifty dollars ($250)** per day for each calendar day completion is delayed beyond the time allowed pursuant to

paragraph 3 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

13. PERFORMANCE.

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

14. CONTRACT AUTHORITY OVER PROPOSAL.

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

15. CONTRACT DOCUMENTS.

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

1. Proposal
2. Contract
3. Worker's Compensation Certificate
4. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
5. 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.

16. ATTACHMENTS.

The following Contract Documents are attached hereto:

A. Scope of Work
B. Proposal/Bid Schedule/Schedule of Values
C. Worker's Compensation Certificate

17. NON-DISCRIMINATION.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. CALIFORNIA LAW; VENUE/MISCELLANEOUS.

This Contract shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Contractt shall be brought in the County of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

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

Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

20. NO WAIVER.

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

21. SEVERABILITY.

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

22. CONFLICTS BETWEEN TERMS.

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

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

23. SIGNING AUTHORITY.

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

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

CITY OF DEL MAR,
a municipal corporation

By: _____
Ashley Jones, City Manager

Date: _____

CTT CONTEMPORARY FURNITURE,
a California Corporation

By: _____
Clyde Turner, President

Date: _____

APPROVED AS TO FORM:

_____
Leslie E. Devaney, City Attorney

ATTEST:

_____
Sarah Krietor, Administrative Services Manager/City Clerk

ATTACHMENT A – SCOPE OF WORK AND PROPOSAL/BID SCHEDULE/SCHEDULE OF VALUES

SEE EXHIBIT A – CTT FURNITURE PROPOSAL 09-11-2023

CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR AND CTT CONTEMPORARY FURNITURE INCORPORATED FOR 25th STREET LIFEGUARD TOWER DOOR REPLACEMENT PROJECT

ATTACHMENT B - WORKER'S COMPENSATION CERTIFICATE

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

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

BOND NO.: _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

CTT
FURNITURE

Proposal

9-11-23

From: Clyde Turner , CTT Furniture
7034 Carroll Rd
San Diego, Ca 92121 USA
Tel 858-587-9311 Cell 619 857 3816
E-mail: cttfurniture@gmail.com

Bill to/ship to: City of Del Mar
Martin Boyd
25th St Lifeguard Tower doors

2 @ restroom doors and jambs:

Doors with raised panel lower sections, stiles and rails, ½" laminated glass with obscure (sandblast effect) film and tempered safety glass. Jambs and stops to be prefinished and screwed (stainless) to existing concrete and block walls. Re -caulk all seams. (Note touch up wall paint by others) Doors to use existing deabolt/thumbturn lock assemblies. CTT to provide new 316 Marine stainless 4 ½ by 4 ½ commercial butt hinges (4 per door), CTT to provide Stainless steel door pulls and backplates (2 per door). CTT to provide new very high quality commercial heavy use door closure mechanism and new Stainless steel deck mounted door stoppers.
Proposal includes shop drawings for approval upon acceptance of budget proposal, (City of Del Mar to check ADA Compliance and supply any permits necessary) , fabrication, pre finishing, installation of Door, Jamb, and Hardware.
Each door set installation to take 1.5 days of non use of the restroom.
Includes all compliance certifications, additionally insured, etc etc.

Alt # 1 door to be made of Sapele lumber (as existing) 1 ¾ by 3'0 by 6'8. Doors shop finished in 3 coats marine varnish (Epifanes satin or equal) Stain as desired

Door and all hardware	$ 8,220 ea	$ 15,580
Installation each	$ 1,500 ea	3,000

1 pair ocean facing shutters to replace existing: Doors with raised panel upper and lower sections, stiles and rails, New wide stops to be applied to existing jambs. (Note touch up wall paint by others) Doors to use existing deabolt/thumbturn lock assemblies. CTT to provide new 316 marine stainless 4 ½ by 4 ½ commercial butt hinges (4 per door), CTT to provide stainless interior throw bolts. Proposal includes shop drawings for approval, (City of Del Mar to check ADA Compliance and supply any permits necessary) , fabrication, pre finishing, installation of Door, and Hardware. Includes all compliance certifications, additionally insured, etc etc.

Alt # 1 pair of doors to be made of Sapele lumber (as existing) 1 ¾ by 22" by 82" . Doors shop finished in 3 coats marine varnish (Epifanes satin or equal) Stain as desired

Door and all hardware	$ 8,450 pr
Installation pair	$ 2,000 pr.

1 @ main office dutch door

Door with raised panel lower sections, stiles and rails, upper section to have ½" laminated and tempered clear safety glass inset panel (Note touch up wall paint by others) Doors to use existing deabolt/thumbturn lock assemblies. CTT to provide new 316 Marine Stainless 4 ½ by 4 ½ commercial butt hinges (4 per door), CTT to provide Stainless slide bolts. CTT to provide new deck mounted door stoppers.
Proposal includes shop drawings for approval, (City of Del Mar to check ADA Compliance and supply any permits necessary) , fabrication, pre finishing, installation of Door, and Hardware. Door set installation to take 1.5 days. Includes all compliance certifications, additionally insured, etc etc.

Alt # 1 dutch door to be made of Sapele lumber (as existing) 1 ¾ by 44 by 82. Doors shop finished in 3 coats marine varnish (Epifanes satin or equal) Stain as desired

Door and all hardware	$ 8,605
Installation	$ 2,000

Project total $ 39,635

Note: all exterior woodworking to be maintained and inspected annually. All parts of the doors, edges and tops and bottoms, etc to be well varnished at all times. Any damage to doors to be repaired immediately and any open exposed wood to be sealed and varnished.

Keyed Deadbolts and latches inspected and lubricated at time of installation. Any failing parts , excessive wear, or corrosion to be be brought to the attn of the project manager.

Fabrication time from signed contract 12-16 weeks. Bid valid 90 days.

Thank you,

Clyde

•FINE FURNITURE • CUSTOM CABINETRY • TRADITIONAL JAPANESE•
CONTRACTORS LIC. # 651090
7034 CARROLL RD. SAN DIEGO, CA. 92121 TEL 858 587 9311 FAX 858 587 6706
E MAIL TO: cttfurniture@gmail.com
WWW.CTTFURNITURE.NET

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Mayor Tracy Martinez and Council Member Dwight Worden, Liaisons to the Parks and Recreation Committee
Prepared by Denise Galvan, Management Analyst

DATE: October 2, 2023

SUBJECT: Parks and Recreation Committee Appointment

REQUESTED ACTION/RECOMMENDATION:
The City Council Liaisons to the Parks and Recreation Committee recommend that the City Council appoint Ann Feeney as a voting member to the Committee to serve the balance of a vacant term starting October 2, 2023, and ending on January 1, 2024.

DISCUSSION/ANALYSIS:
The Parks and Recreation Committee (Committee) was established to advise the City Council on matters related to City parks and open space lands, recreation facilities, trails and scenic preserves, and to plan for specific development of Del Mar's open space. The Committee reviews the City's need for park and recreation facilities and guidelines governing the use and enjoyment of public parks and open space lands; makes recommendations to City staff regarding the efficient and adequate maintenance of City parks and open space lands; and reviews guidelines governing the use of the City's trails and the Adopt-a-Spot Program. The Committee consists of seven voting members serving three-year terms. One member may be a non-resident.

There is currently one vacancy on the Committee due to the unfortunate passing of member Felise Levine on August 10, 2023. City staff advertised the vacancy, and one Citizen Interest Form was received during the recruitment period from Ann Feeney (Attachment A). The Council Liaisons to the Committee recommend that the City Council appoint Ann Feeney as a voting member to fill the balance of the vacant term effective October 2, 2023, and ending on January 1, 2024. This appointment, if approved by the City Council, would not count as a term towards the consecutive two-term limit because the appointment is less than six months in accordance with City Council Policy 200 Section E.5.

If the recommended appointment is approved by the City Council, the Committee will have a full roster with no remaining vacancies. A copy of the current Committee roster is included as Attachment B.

ATTACHMENTS:
Attachment A – Citizen Interest Form
Attachment B – Current Parks and Recreation Committee Roster

City Council Action:

CITY OF DEL MAR

CITIZEN INTEREST FORM

***IMPORTANT*:** *Save the form on your computer prior to filling it out. Do not fill out the form in the Internet browser.*

Thank you for your interest in serving the Del Mar Community. Please use this Citizen Interest Form to apply to serve on a City of Del Mar advisory committee, Planning Commission, or Design Review Board. The City of Del Mar greatly values the many talented citizens who volunteer to serve in city government. We encourage you to get involved. Please indicate whether you are seeking to serve on the Del Mar Planning Commission, Design Review Board, or one or more of the City's many advisory committees, and please note your order of preference indicating 1st, 2nd choice, etc.

Before making your selection, we encourage you to spend some time learning about what each entity does, what its mission is, and what your role would be if you were appointed. Please note that in addition to the general questions below to be answered by all applicants, there are also specific questions tailored to service on the Planning Commission, Design Review Board, or an advisory committee to be answered as well.

Before applying, you are encouraged to attend or watch a committee meeting and review recent committee agendas and meeting minutes. If appointed, you will be expected to attend the meetings, which typically last about 2 hours in length, or more depending on the agenda, and require about 1 hour of preparation time for each meeting. Please note that in accordance with City Council Policy 200, committee members must not miss more than three meetings in a given calendar year. Committee meeting times vary, so please review the website calendar to make sure the meeting times for the committee you are applying for work for your schedule: Public Meeting Calendar.

You can also view current committee webpages, charters, and member rosters to get more information about each committee. In accordance will *Council Policy 200- City Council Advisory Committees, Boards and Commissions* members of the public may serve on two boards, committees or commissions concurrently except in special circumstances as determined by the Council. Additionally, the number of consecutive terms that an individual may serve on a committee is two unless the City Council makes an exception if they feel it is to the benefit of the committee to re-appoint an individual to a third term. Please note that ex-officio members are non-voting and may be non-residents.

Form Submittal: Citizen Interest Forms must be submitted by the published deadline. Forms can be submitted in-person or by mail at: Del Mar City Hall, 1050 Camino del Mar, Del Mar 92014; or via email: cityclerk@delmar.ca.us.

DEL MAR CITIZEN INTEREST FORM

Received on 9/4/2023

I. APPLICANT INFORMATION

Feeney	Ann	J
Last Name	First Name	Middle Initial

[redacted] Del Mar, CA

Home Street Address* City, State

**Applicants are required to provide a physical residency address. Mailing addresses or Post Office boxes will not be accepted. The City will maintain all residency addresses strictly confidential.*

Business Street Address (if applicable) City, State

Home Phone Number | Business Phone Number | E-mail Address

II. APPLICATION DETAILS

I am interested in serving on the following Committees, Board(s) or Commission(s) in order of preference (indicate 1st, 2nd choice, etc.):

___ Design Review Board

___ Arts Advisory Committee

___ Finance Committee

___ Measure Q Citizen Oversight Committee

___ Other(s) (please indicate):_____

_____

___ Planning Commission

x Parks and Recreation Committee

___ Traffic and Parking Advisory Committee

___ Lagoon Committee

___ Sustainability Advisory Committee

Qualifications for appointment and/or reasons for application (attach additional pages as needed):

I was on the Tree Subcommittee of the Sustainability Advisory Board for 3-4 years, with our goal to increase the tree canopy of Del Mar (one of our Climate Action Plan goals). I am interested in preserving and enhancing the City's parks and public spaces, paths and trails, for all to enjoy. I am a member of the Del Mar Garden Club, and I am also a volunteer with Sierra Club, where we also try to expand people's experiences of the outdoors. I would be happy to be of service to the city to enhance our outdoor spaces.

Education:

B.A. Newton College, Newton, MA
Ph.D. Cornell University Graduate School of Medical Sciences, NY, NY
Postdoctoral studies UCSD and Fox Chase Cancer Center (Philadelphia, PA)

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law

Relevant Experience (job or volunteer etc.):

Sustainability Advisory Committee (previously Sustainability Advisory Board)
Del Mar Garden Club, member since 2019
grew milkweed plants for the Monarch Garden at the Civic Center
Sierra Club volunteer
SanDiego350 volunteer
Research Scientist, Scripps Research Institute, 26 years (retired 2018)

Name all of the Del Mar Committees/Boards/Commissions that you now serve on:

Sustainability Advisory Committee

Please name all the Boards/Commissions/Committee/Task Forces that you have served on in the past, and if you can, the dates of your service:

Sustainability Advisory Committee/Board 2014-present (term ends 1/2/24)

Optional: Please list three Del Mar residents who can provide a reference:**

NAME	STREET NAME (no house number)	Phone Number
Mary Friestedt	Bellaire St	[redacted]
Linda Chisari	Crest Road	
Dolores Davies Jamison	Crest Road	

***Due to Brown Act limitations that restrict communications between Councilmembers regarding upcoming actions of the City Council, please do not include a current sitting Councilmember as a reference for your appointment.*

Residency

	Month	Year
I have been a resident of California since:	January	1976
I have been a resident of San Diego County since:	January	1985
I have been a resident of Del Mar since:	January	1985

Are you a full-time or part-time resident of Del Mar? ☑ Full-time ☐ Part-time

Is Del Mar your primary place of residence? ☑ Yes ☐ No

Are you a register voter in Del Mar? ☑ Yes ☐ No

III. COMMITTEE SPECIFIC QUESTIONS

The following are additional questions related to specific committees. Please answer the questions only for the committee(s) you are applying for.

1. **Arts Advisory Committee**

Membership on the Arts Advisory Committee is set by category. Which membership category do you best fit in? Select all that apply. (Note that City staff, consultants, and vendors are precluded from serving on the Arts Advisory Committee.)

- ☐ Resident with an art background
- ☐ Resident without an art background
- ☐ Business Owner- Art related business
- ☐ Del Mar Foundation Representative
- ☐ Del Mar Village Association Representative
- ☐ Ex-Officio (non-voting) – with Art related expertise
- ☐ Other (please explain): _____

Describe your experience and skills as they relate to the world of community art and fine art.

Why in your opinion is public art valuable to the Del Mar community?

What is your public art philosophy?

2. **Finance Committee**

The Finance Committee is looking for applicants with financial expertise and background.

Please describe your experience reviewing financial reports, conducting financial studies or any related experience. Please include any experience specific to public entities.

What aspects of the City's finances most interest you and why?

THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
Note: Personal information may be withheld from public view as allowed by law

3. **Measure Q Citizen Oversight Committee**

Membership on the Measure Q Citizen Oversight Committee is set by category. To avoid conflicts of interest, members of the Measure Q Citizen Oversight Committee cannot concurrently serve on the Undergrounding Project Advisory Committee. Which membership category do you best fit in? (Select all that apply)

- ☐ Current (or within past 5 years) Finance Committee Member
- ☐ Business Community Member
- ☐ At-large Resident Member
- ☐ Other (please explain): _____

4. **Traffic and Parking Advisory Committee**

Which membership category do you best fit in? (Select all that apply)

- ☐ Business representative (can be a non-resident)
- ☐ Resident
- ☐ Other (please explain): _____

What part of town do you live in? Geographic diversity is desirable and will be taken into account. Check the neighborhood map to verify your neighborhood.

- ☐ North Bluff
- ☐ North Beach
- ☐ South Beach
- ☐ Village Center
- ☐ South Bluff
- ☐ South Hills
- ☐ North Hills
- ☐ Valley

Do you have any special expertise or experience related to traffic and parking? If yes, please explain:

5. **Parks and Recreation Committee**

The Parks and Recreation Committee is looking for applicants with an interest in the City's parks and open spaces.

Please describe your personal or professional experience related to parks, open spaces, trails, public recreation or any similar experience.

Sierra Club volunteer
Tree subcommittee, Sustainability Advisory Board/Committee
Del Mar Garden Club member

What aspects of the City's parks and recreation most interest you and why?

maintaining and enhancing the beauty and health of the City's parks and open spaces for all to enjoy

6. **Lagoon Committee**

The Lagoon Committee is looking for applicants interested in the preservation of the lagoon and surrounding area.

What aspect(s) of being on the Lagoon Committee most interest you and why?

7. **Shores Advisory Committee**

The Shores Advisory Committee is looking for applicants interested in the Shores Park property and planning process.

What aspects of being on the Shores Advisory Committee most interest you and why?

Please describe your vision for the future of Shores Park.

8. **Sustainability Advisory Committee**

The Sustainability Advisory Committee members are community leaders on environmental issues.

In what ways would you like to contribute to a more sustainable world either in your personal life or on a broader community level?

Please describe any outreach or public education efforts you have participated in related to environmental issues or in other areas. Do you have skills or experience in outreach that you could bring to the Sustainability Advisory Committee?

9. **Undergrounding Project Advisory Committee**

The Undergrounding Project Advisory Committee is seeking applicants with an interest in the citywide undergrounding project. To avoid conflicts of interest, members of the Undergrounding Project Advisory Committee cannot concurrently serve on the Measure Q Citizen Oversight Committee.
Geographic diversity is desirable and will be taken into account. What part of town do you live in? Check the neighborhood map to verify your neighborhood.

- ☐ North Bluff
- ☐ North Beach
- ☐ South Beach
- ☐ Village Center
- ☐ South Bluff
- ☐ South Hills
- ☐ North Hills
- ☐ Valley

Is your utility service undergrounded? What involvement did you have, if any?

What aspects of being on the Utility Undergrounding Advisory Committee most interest you?

Thank you for completing the Citizen Interest Form. Is there anything else you would like to add to your application for the City Council to consider?

IV. SIGNATURE AND ACKNOWLEDGEMENT

Please review the important information below before signing and submitting your application. Please note that recommendations for appointments to City advisory committees (other than the Planning Commission and Design Review Board) are made by the Council Liaisons to that Committee. The appointments are then placed on the consent calendar for consideration for approval by the full City Council at the next available City Council meeting. For reasons of privacy, the individual candidates are not discussed at the meeting.

Additionally, the Del Mar Conflict of Interest Code requires that members of the Design Review Board, Planning Commission, and Finance Committee file Conflict of Interest Statements with the Administrative Services Department in conformance with the Fair Political Practices Commission and the City's Conflict of Interest Code. Other advisory committee members are not required to file Conflict of Interest Statements.

By signing below, you are acknowledging that you have reviewed the Committee webpage for which you are applying and that you understand the conflict of interest filing requirement, if applicable. Part of your service may include ethics and anti-harassment training upon appointment and bi-annually. Visit the City's Conflict of Interest Code webpage to learn more about the requirement.

By submitting this application, you are signing under penalty of perjury that the information you are providing, is true and correct to the best of your knowledge.

[redacted]

Signature

9-9-23

Date

Within three (3) business days you will receive a confirmation email that your application is received. If you have questions, please email cityclerk@delmar.ca.us or call (858) 755-9313 and a staff member will get back to you promptly.

City of Del Mar

Parks & Recreation Committee

Board Roster

Claire Mcgreal

2nd Term Jun 02, 2019 - Mar 02, 2025

Appointing Authority City Council

Arlene Prater

1st Term Mar 21, 2022 - Mar 31, 2025

Position Vice Chair

Mac McLoughlin

2nd Term Sep 06, 2022 - Sep 30, 2025

Appointing Authority City Council
Position Chair

Marco Bruderer-schwab

1st Term Oct 04, 2022 - Oct 31, 2025

Appointing Authority City Council

Lynn Gaylord

1st Term Feb 21, 2023 - Feb 28, 2026

Appointing Authority City Council

Mary E. Friestedt

2nd Term Feb 02, 2023 - Feb 28, 2026

Vacancy

Appointing Authority City Council
Position Secretary

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Purchase of Real Property Related to the Del Mar Riverpath Phase 3 Project

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve a Purchase & Sale Agreement (Attachment A) for the purchase of Assessor Parcel Number (APN) 299-200-51 (Property); 2) Adopt a Resolution (Attachment B) authorizing recordation of a Certificate of Acceptance (Attachment C) and a Grant Deed (Attachment D) to purchase real property known as APN 299-200-51; and 3) Authorize the City Manager to execute and record documents necessary to facilitate acquisition of the Property.

DISCUSSION/ANALYSIS:
The Riverpath Del Mar Extension Project Phase 3 (Project) will construct 2,075 linear feet (LF) of pedestrian path along the San Dieguito Lagoon adjacent to San Dieguito Drive. This project will complete critical trail segments of the Coast to Crest Trail and the City of Del Mar's seven-mile Coastal Loop Trail, creating non-motorized access between the Grand Avenue Overlook and the Crest Canyon Reserve Trail, as envisioned in the Del Mar Community Plan (General Plan). The project will enhance access to outdoor recreation opportunities, bird watching, photography, and expand opportunities to raise awareness about the environment.

In order to proceed with the Project as proposed, the City has been in real property negotiations with the property owner of a small private property, approximately 9,939 square feet or .23 acres in size, known as San Dieguito Drive Right-of-Way, west of (w/o) Racetrack View Drive; APN 299-200-51. This privately-owned vacant property underlies approximately 160 feet of proposed Project trail. The negotiated purchase price for the property is $10,000.

Pursuant to California Government Code Section §27281, to process a dedication-in-fee (transfer of underlying ownership), the receiving government agency must execute a

City Council Action:

resolution or certificate of acceptance (Attachment B). Should the Council accept the real property, a Grant Deed (Attachment D) would be recorded at the San Diego County Recorder's Office transferring ownership of the subject Property to the City.

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds are already available in the Fiscal Year 2023-2024 Operating and Capital Budget in the Riverpath Del Mar project budget to cover the purchase price for the property.

ENVIRONMENTAL IMPACT:
This action is consistent with the City's Initial Study and Determination, and the Draft Mitigated Negative Declaration (EA19-001), which was certified in a duly noticed public hearing by the Del Mar City Council on June 6, 2022, and that the following exemptions are applicable: The action being considered is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15317 "Open Space Contracts or Easements" which is the acceptance of easements or fee interest in order to maintain the open space character of an area. Additionally, CEQA Guidelines Section 15313 "Acquisition of Lands For Wildlife Conservation Purposes" is applicable where the acquisition is to preserve the land in its natural condition. The Del Mar Phase 3 Riverpath 3 project purpose to maintain the open space character of the area and to ensure that the land is preserved in its natural condition.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
Completion of the Phase 3 River Path Project is a Tier 1 City Council priority project for Fiscal Year 2023-2024.

ATTACHMENTS:
Attachment A- Purchase & Sale Agreement for APN 299-200-51
Attachment B- Resolution Accepting Real Property APN 299-200-51
Attachment C- Certificate of Acceptance
Attachment D - Grant Deed

PURCHASE AND SALE AGREEMENT

(APN: 299-200-51)

This Purchase and Sale Agreement ("Agreement") is entered into this 14 day of September, 2023, ("Effective Date"), by and between THE CITY OF DEL MAR, a Charter City organized under the laws of the State of California ("Buyer") and ALEXANDER VONLOKNER ("Seller"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

ARTICLE I
AGREEMENT OF SALE

1.1 **Buyer's Status**. Buyer is a public entity with the power to acquire real and personal property by eminent domain for public uses and purposes pursuant to California Government Code section 37350.5 and California Eminent Domain Law, California Code of Civil Procedure section 1230.010 *et seq*.

1.2 **Property**. Seller owns certain unimproved real property located in the **City of DEL MAR, California**, bearing Assessor Parcel No. **299-200-51** also known by its location at: San Dieguito Dr. Right of Way w/o Racetrack View Dr. ("Property").

1.3 **Agreement of Purchase and Sale**. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the considerations set forth in this Agreement, the Property more particularly described in the legal description attached hereto and marked as **Exhibit "A-1."**

1.4 **Incomplete Legal Description**. If the legal description of the Property Interests is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company to issue a title policy hereinafter described.

1.5 **Other Grants.** It is agreed that Seller, or its successors in interest, will not grant an interest in the Property, or any part thereof, including, but not limited to, a fee simple interest, easements, or any other conveyances and/or construct improvements or make changes upon or to the Property during the period between the Effective Date and the Close of Escrow, as such term is defined below.

1.6 **Right of Possession.** It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property Interests by the Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in section 2.1, below, are deposited into the escrow controlling this transaction. The amount shown in section 2.1, below, includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

1.7 **Eminent Domain**. This Agreement is made by the parties in anticipation of possible eminent domain litigation and in lieu of involuntary acquisition by eminent domain. This Agreement is intended to be a resolution of all elements of "Just Compensation" to which Seller may be entitled and such other elements of damage, benefits and assistance as are authorized by law. Buyer has made an offer to purchase the Property Interests pursuant to California Government Code section 7267.2. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property Interests.

1.8 **Notice of Compensatory Laws.** If the Property was occupied, the parties hereby acknowledge that Seller, or its tenants, may be eligible to receive compensation, damages, and/or relocation benefits and assistance pursuant to the following: the Constitution of the State of California (Article I, Section 19), the Eminent Domain Law (California Code of Civil Procedure Section 1230.010, *et seq.*), the California Relocation Assistance Act (California Government Code Section 7260, *et seq.*), implementing rules and regulations (Title 25, California Code of Regulations) and/or local, state or federal ordinances, statutes, rules, regulations and decisional laws (collectively "Compensatory Laws"). Any such compensation and benefits are provided for in this Agreement.

1.9 **Due Diligence.** Buyer shall have ten (10) days from the Effective Date ("Contingency Date") to perform, in its sole discretion, its due diligence review of the condition of Property and all other matters concerning the Property Interests, including without limitation, economic, financial, and accounting matters relating to or affecting the Property Interests or their value, and the physical and environmental condition of the Property. Such physical inspection shall include, where applicable, but not be limited to, the roof, HVAC systems, structural aspects of the structures, code compliance of improvements, operating and mechanical systems, and any other matters deemed necessary to buyer. Prior to the Contingency Date, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. On or before the Contingency Date, Buyer shall deliver written notice to Seller accepting the Property Interests, or terminating this Agreement. If Buyer fails to give such notice on or before the Contingency Date, Buyer shall be deemed to have accepted the Property Interests and proceed with this Agreement.

ARTICLE II
PURCHASE PRICE, TITLE AND DOCUMENTS

2.1 **Purchase Price**. Buyer shall pay to the Seller the sum of **TEN THOUSAND AND NO CENTS ($10,000.00)** ("Purchase Price"). The Purchase Price shall represent full and complete compensation pursuant to Compensatory Laws for the rights and interests being acquired herein by Buyer, including, without limitation, the grant deed for the Property, real property, loss of business goodwill, relocation assistance and such other compensation, damages and benefits as may be permitted by law. The Purchase Price shall be payable to Seller, upon the Close of Escrow, in immediately available funds in accordance with the provisions and requirements of this Agreement.

2.2 **Just Compensation**. Payment of the Purchase Price and compensation under this Agreement shall be deemed Just Compensation and shall include fair market value, damages of whatever kind or nature arising out of the Buyer's acquisition of the Seller's interest in realty, improvements, fixtures and equipment, and business interests including, without limitation, loss of business goodwill, loss of rent, bonus value, loss of inventory, equipment, patronage, and loss of opportunities.

2.3 **Escrow.** Upon execution of this Agreement by the parties, Buyer shall open an escrow ("Escrow") with an escrow company of Buyer's choosing ("Escrow Holder") for the purpose of consummating this Agreement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control.

2.4 **Escrow Trust Accounts.** All funds received in this Escrow may be deposited with other escrow funds in a general escrow trust account and may be transferred to any other similar escrow trust account, and all disbursements shall be made by check of Escrow Holder from such accounts. Escrow Holder shall deposit all of Buyer's money into an interest bearing account with all interest accruing to Buyer until the Close of Escrow. At the option of Buyer, said interest may be used toward the Purchase Price.

2.5 **Conduct of Escrow.** Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law, custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the State of California and the Internal Revenue Service.

2.6 **Condition of Title.** Seller shall convey title to the Property Interests to Buyer as evidenced by a CLTA or ALTA Form Policy or Binder of Title Insurance ("Title Policy") in an amount equal to the Purchase Price. The Title Policy shall show title to the Property Interests vested in the Buyer free and clear of all liens, encumbrances, easements, assessment, taxes and leases (recorded and/or unrecorded). Any exceptions to title representing monetary liens or encumbrances that affect or have the potential to affect Buyer's full use and enjoyment of the Property Interests are hereby disapproved by Buyer and Escrow Holder is hereby authorized and instructed to cause the reconveyance of any such monetary exceptions at or prior to the Close of Escrow and to require the execution of a subordination agreement, where applicable. If a supplemental report is issued prior to the Close of Escrow which shows new matters, Buyer reserves the right to require any new matters removed from the Title Policy. Seller agrees to assist with the removal of the new matters.

2.8 **Reports, Studies and Agreements**. Within seven (7) calendar days of the Effective Date, Seller will provide Buyer with copies of any reports, studies, maps or agreements affecting the Property Interests, including but not limited to geotechnical and soils reports, surveys, environmental reports, as-builts, building floor plans, flood hazard or earthquake seismic studies and other reports, studies, maps or agreements affecting the Property Interests.

ARTICLE III
CLOSING

3.1 **Closing.** Subject to the satisfaction of any contingencies described herein, Escrow Holder shall close this Escrow by recording the deed(s) and other documents required to be recorded and by disbursing the funds and documents in accordance with this Agreement.

3.2 **Closing Date.** Escrow shall close on or before thirty (30) days following the Effective Date ("Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default, upon notice in writing to the Escrow Holder and the other party, may demand the return of their documents and/or money and cancellation of the Escrow. Unless objected to in writing within ten (10) days from the receipt of the notice of cancellation, the Escrow will automatically be canceled. If no demand for cancellation is made, then Escrow will close as soon as possible.

3.3 **Closing Documents.**

3.3.1 Seller, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

(a) a grant deed sufficient for recording, conveying the property, more particularly described in the legal description and plat attached hereto and marked as **Exhibit "A-1"**; and

(b) all additional documents, instruments and sums which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property Interests in accordance with the terms of this Agreement.

3.3.2 Buyer, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

(a) the Purchase Price to be paid to Seller and other cash charges provided for in this Agreement; and

(b) all additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property Interests in accordance with the terms of this Agreement.

Since Buyer is a public entity, Escrow Holder must secure from Buyer and attach to any deed a certificate of acceptance executed by Buyer or its authorized employees, officers or agents prior to the recording of any deed.

3.4 **Mortgages and Deeds of Trust.** Where applicable, any and all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, or other security instrument if any, shall, upon demand, be made payable to the mortgagee or beneficiary entitled thereunder; and such mortgagee or beneficiary shall be required to furnish Buyer with good and sufficient receipt showing said monies were credited against the indebtedness secured by said mortgage, deed of trust, or other security instrument. Escrow Holder shall notify the title company of such payments and secure and cause any necessary full or partial conveyances to be prepared, signed and recorded as required by the title company to eliminate any encumbrances or exceptions from the Title Policy issued pursuant to this Agreement.

3.5 **Taxes.** Escrow Holder is authorized and instructed to comply with the following tax proration procedures:

3.5.1 Payment of Unpaid Taxes: Pay and charge Seller for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property Interests.

3.5.2 Tax Proration: For purposes of tax proration, where applicable Escrow Holder will apportion all current taxes at "the date of apportionment" for public agency acquisitions as defined in California Revenue and Taxation Code section 5082. The "date of apportionment" is the earliest of the following times:

(a) The date of conveyance to the Buyer or the date a final order of condemnation is recorded.

(b) The date of actual possession by Buyer.

(c) The date upon or after which Buyer may take possession as authorized by an order for possession or by a declaration of taking.

Since possession is being granted pursuant to this Agreement at the Close of Escrow that date will be the "date of apportionment" unless Buyer has heretofore obtained an order for possession in a pending eminent domain action or obtained possession by agreement with Seller in which case the earlier of such dates shall be the date of apportionment.

3.5.3 No Cancellation of Unpaid Taxes and Penalties: Seller understands and agrees pursuant to California Revenue and Taxation Code section 5084 that, where applicable, no cancellation shall be made of all or any portion of any unpaid taxes or any penalties or costs levied for prior tax years that constitute a lien at the time of acquisition of the Property Interests. Such unpaid taxes, penalties, and costs shall be paid through Escrow, or if unpaid for any reason, shall be transferred to the unsecured tax roll pursuant to section 5090 of the California Revenue and Taxation Code and are collectible solely from Seller.

3.5.4 Proration of Current Taxes: From the date that tax information is available, that portion of the current taxes and any penalties and costs that are allocable during Seller's ownership of the Property Interests up to and including the date of apportionment, if unpaid, shall be paid through Escrow. If such taxes are not paid, Buyer shall not in any event be responsible or liable for such taxes and such taxes shall be transferred to the unsecured roll and be solely collectable from Seller.

3.5.5 Notice to County Tax Collector: Buyer shall be solely responsible for providing notice of this acquisition to the County Tax Collector and to any public entities, whose taxes are not collected by the County Tax Collector but who at this time exercise the right of assessment and taxation pursuant to California Revenue and Taxation Code section 5091.

3.5.6 Seller Responsibility for Property Taxes: Seller acknowledges and agrees that, notwithstanding the conveyance of the Property Interests to Buyer, Seller remains solely responsible for any and all property and related taxes for the Property and Buyer shall be responsible only for taxes, if any, on the Property Interests after they are finally conveyed to Buyer.

3.6 **Title and Escrow Costs.** The Buyer shall pay all the costs for a CLTA title policy, the escrow fees, and all recording costs incurred herein, all reconveyance fees, trustees fees, or forwarding fees, and any prepayment charges for any full or partial reconveyance or full or partial release of any mortgage or deed of trust. Pursuant to California Code of Civil Procedure section 1265.240, no prepayment penalty is required to be paid where property is required for a public use. The parties acknowledge that Buyer is exempt from the payment of documentary transfer tax.

3.7 **Brokerage Commissions.** The parties acknowledge that neither party has been represented by a broker, with respect to this transaction. The parties hereby agree to indemnify, defend and hold the other party harmless from any and all claims that may arise in regard to any commission that may claimed to be owed.

3.8 **Closing Statement.** Seller hereby authorizes and instructs Escrow Holder to release a copy of Seller's closing statement to Buyer, the purpose being to ascertain if any reimbursements are due Seller.

ARTICLE IV
WAIVER AND RELEASE

4.1 **Acknowledgment of Full Benefits.** By execution of this Agreement, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property Interests by the Buyer, and Seller hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisitions claims, liabilities, or

benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property Interests.

4.2 **Acknowledgment of Just Compensation.** This Agreement arose out of the Buyer's efforts to acquire the Property Interests through its public entity authority. The parties acknowledge and agree that the consideration paid to Seller shall be deemed the fair market value and total amount of "Just Compensation" for the Property Interests. Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby fully releases the Buyer, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any image which has been sustained, or may be sustained, as a result of the Buyer's efforts to acquire the Property Interests or to construct works of improvement thereon, or any preliminary steps thereto.

4.3 **Waiver and Release.** Seller hereby acknowledges that it has had the opportunity to speak with or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect. This waiver shall not supersede any of the provisions of this Agreement or the rights of the parties hereto to enforce this Agreement in law or equity.

4.4 **Waivers**. Seller hereby waives the right to further and greater compensation and to have the adequacy of compensation determined in a court of law or equity, by a judge or a jury. Seller understands and knowingly agrees that this waiver shall extend to constitutional claims of whatever kind or nature that may be brought under the California and United States Constitutions and the federal civil rights statutes including, without limitation, claims arising under 42 U.S.C. section 1983. Seller hereby further waives the right to raise affirmative defenses and to attack by way of answer, complaint or collaterally, the Buyer's right to acquire the property for public uses and purposes, and to challenge the findings made in any resolution of necessity.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 **Seller Representations, Warranties and Covenants**. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement:

5.1.1 Authority: Seller is the owner of the Property and has the full right, power and authority to sell, convey and transfer the Property Interests to Buyer as provided herein, and to perform Seller's obligations hereunder. The person signing this Agreement and any documents and instruments in connection herewith on behalf of Seller has full power and authority to do so.

5.1.2 Bankruptcy: There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller. Further, Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy proceeding.

5.1.3 Other Agreements: Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

5.1.4 Condition of Property: Seller warrants and covenants that through the date possession is made available to Buyer, the Property shall be maintained in the same condition as upon the Effective Date of this Agreement.

5.1.5 Violation of Codes: Seller warrants that Seller has no knowledge of any notice of any violations of city, county, state, federal, building, zoning, fire, health codes or ordinances, or other governmental regulations filed or issued against the Property. Seller further warrants that it has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency, or of any casualty insurance company that any work, investigation, remediation, repair, maintenance or improvement is to be performed on the Property.

5.1.6 Geologic Condition: Seller represents that it has no knowledge of surface cracking or subsidence or other geologic condition in the immediate vicinity of the Property so as to affect the development or use of the Property Interests. Further, Seller has no knowledge of any report prepared by any governmental agency relating to such geologic conditions as to the Property or the proximate area around the Property.

5.1.7 Changes in Agreements: Prior to the Effective Date of this Agreement, Seller will not violate or modify, orally or in writing, any existing lease or other agreement, or create any new leases or other agreements affecting the Property Interests without Buyer's prior written consent.

5.1.8 Mechanics' Liens: There are no unsatisfied mechanic's or materialman's lien rights concerning the Property.

5.1.9 Actions: To the best of Seller's knowledge, no actions suits, or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency, court, or instrumentality that would affect the Property or the right to occupy or utilize the Property Interests.

ARTICLE VI
BUYER'S REPRESENTATIONS AND WARRANTIES

6.1 **Buyer's Representations and Warranties.** Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

6.1.1 Authority: Buyer is a Charter City and has the full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by this Agreement. The persons signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so.

6.1.2 Bankruptcy: There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

6.1.3 Ratification: This Agreement may be subject to the approval and ratification by the City Council of the City of Del Mar. In the event the City Council fails to approve this Agreement, there shall be no liability on the part of the Buyers and this Agreement shall become null and void and of no further force and effect.

ARTICLE VII
DEFAULT AND TERMINATION

7.1 **Default.** A party shall be deemed in default hereunder if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

7.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15)

calendar days in the case of a non-monetary default, or five (5) calendar days in the case of a monetary default.

7.3 **Termination upon Default.** After notice and an opportunity to cure, if the defaulting party fails to cure the default, the non-defaulting party may terminate this acquisition by giving written notice to the defaulting party and the Escrow Holder. Upon receipt of the notice to terminate, the Escrow Holder shall immediately cancel the Escrow and return all money and/or documents to the respective party.

7.4 **Buyer's Termination.** If Buyer exercises its rights under this Agreement to terminate this acquisition, Buyer shall provide written notice to the Sellers and Escrow Holder. Upon receipt of said notice, Escrow Holder shall immediately cancel the Escrow and return all money and/or documents to the respective party.

ARTICLE VIII
MUTUAL AGREEMENTS

8.1 **Studies.** Seller hereby authorizes Buyer, its agents, employees, contractors and representatives, at Buyers sole cost and expense, to conduct such necessary studies as Buyer may require.

8.2 **CEQA Compliance.** Buyer and Seller understand, acknowledge and agree that purchase of the Property Interests is contingent upon Buyer's compliance with the California Environmental Quality Act ("CEQA").

8.3 **Soil Inspection.** Buyer shall have the right to obtain a soil test report concerning the Property. Said report shall be obtained at Buyer's discretion and expense. Buyer shall indemnify and hold Seller harmless from any liability arising from Buyer's soils investigation and keep the property free from any liens, including mechanics liens, arising from persons or agents authorized to perform such soils investigation on behalf of Buyer.

8.4 **Abandonment of Personal Property.** Unless special arrangements have been made by the parties, any personal property left on the Property Interests at the Close of Escrow shall be deemed abandoned and the property of the Buyer. Seller shall reimburse Buyer upon receipt from Buyer of an invoice evidencing the cost of said removal, less any offsets, if any. Seller agrees that Buyer may dispose of the personal property without notice to the Seller and without sale at a public auction. Seller expressly waives the requirements of California Civil Code section 1980, *et seq*., relating to the disposition of personal property remaining on the premises at the termination of a tenancy, and to the extent applicable, the provisions of California Code of Civil Procedure section 1174.

8.5 **Other Agreements Affecting Property Interests.** Seller and Buyer have made this Agreement upon the belief that there are no other agreements except this Agreement which will affect the Property Interests beyond the Close of Escrow. If Seller determines that such agreements or exceptions exist which are not revealed herein, Seller shall provide Buyer with a copy immediately upon Seller's learning of its existence. Buyer may thereafter, prior to the Close

of Escrow, either terminate this acquisition or modify the offered Purchase Price. After Close of Escrow, Seller shall be liable to Buyer for any damage or expense including attorney's fees and costs incurred by Buyer by reason of such undisclosed agreements. Seller shall further indemnify and defend Buyer as necessary so that Buyer may use the Property Interests for the contemplated public use.

8.6 **Condition of Property.** Upon Close of Escrow, Seller shall deliver the property to Buyer in the same or similar condition as it was at the time of the Effective Date.

ARTICLE IX
EMINENT DOMAIN

9.1 **Waiver.** The undersigned Seller hereby agrees to make no claims in eminent domain and/or inverse condemnation against the Buyer relating to the Property Interests, improvements, improvements pertaining to the realty, fixtures and equipment, personal property and/or loss of goodwill related thereto, relocation assistance benefits, severance damages, interest, claims for inverse condemnation and/or unreasonable precondemnation conduct, including without limitation any claims for fees, costs, attorneys' fees, abandonment costs, interest, those claims, if any, which may arise or have arisen out of Buyer's immediate possession of the Property Interests and any claims pursuant to California Code of Civil Procedure sections 1036, 1245.010, *et seq.*, 1250.410, *et seq.*, 1255.410, *et seq.*, 1263.205, *et seq.*, 1263.310, *et seq.*, 1263.410, *et seq.*, 1263.510, *et seq.*, 1263.610, *et seq.*, 1265.110, *et seq.*, 1265.210, *et seq.*, 1265.410, *et seq.*, 1268.310, *et seq.*, 1268.410, *et seq.*, 1268.510., 1268.610, *et seq.*, and 1268.710, *et seq.*, and their successors. Seller also agrees and consents to the dismissal of any eminent domain action in the court wherein the described land, improvements, personal property, relocation, fixtures and equipment or goodwill is included and also waives any and all claims to any money that may have been deposited in the court or with the State or County Treasurer in such action, including any interest that may have accrued thereon.

9.2 **Reservation of Right to Condemn.** Buyer hereby reserves and retains the right to file an eminent domain action in order to obtain title to and possession of the Property Interests. In any such action, the award of compensation shall not exceed the Purchase Price agreed to in this Agreement.

ARTICLE X
MISCELLANEOUS

10.1 **Exhibits.** All Exhibits attached hereto are a part of this Agreement for all purposes and are incorporated herein.

10.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party.

10.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, heirs, agents and permitted assigns.

10.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

10.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

10.6 **Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of San Diego, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

10.7 **Amendments.** This Agreement may be amended or supplemented only by written documents signed by the parties.

10.8 **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally, by facsimile or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

Buyer	**Seller**
City of Del Mar 1050 Camino Del Mar Del Mar, CA 92014 Phone: (858) 755-3294	Alexander Vonlokner Sedona, Az 86336 Phone: (562) 686-4267

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Notices may be given by telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

10.9 **Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

10.10 **Severability**. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

10.11 **Further Acts.** In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Sellers and Buyer, Sellers and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

10.12 **Construction.** No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, having the opportunity to consult legal counsel, having fully participated in the negotiation of this Agreement.

10.13 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

10.14 **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

10.15 **Nondiscrimination.** The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, or any other category or classification protected by state or federal law, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

10.16 **Date of Agreement.** The date of the Agreement as used in this Agreement shall refer to the date this Agreement is signed and approved by the governing body of Buyer. It is understood and agreed that no employee, officer or director(s) of Buyer has any authority to bind the Buyer, which is a public entity, except upon prior approval by the governing body of Buyer.

10.17 **Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10.18 **Agreement Not to Lease.** Seller agrees not to rent, lease, license or allow any person to take possession of the Property Interests or any portion of the Property Interests or building or structure located thereon, other than those parties that may be residing in the Property as of the Effective Date.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

ALEXANDER VONLOKNER

By:_____

Date: _____

BUYER:

Date: _____

CITY OF Del Mar
a Charter City

By:_____
Ashley Jones
City Manger

APPROVED AS TO FORM:

_____
Leslie E. Devaney, City Attorney

ATTEST:

_____
Sara Krietor, City Clerk

Exhibit "A-1"

Legal Description of the Property

Real property in the City of Del Mar, County of San Diego, State of California, described as follows:

ALL THAT PORTION OF THE NORTHEASTERLY 10 FEET OF LOT 768 AND THAT PORTION OF SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE ADJOINING SAID LOT 768 ON THE EAST AND NORTHEAST OF ARDEN HEIGHTS NO. 6, IN THE CITY OF DEL MAR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1592, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 768; THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF THAT PORTION OF SAID SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE A DISTANCE OF 20 FEET TO THE CENTER LINE OF SAID DRIVE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE OF SAID ARDEN HEIGHTS NO. 6; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT IN THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT 768; THENCE NORTHWESTERLY ALONG SAID PROLONGATION TO AND ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT TO THE WESTERLY LINE OF SAID LOT 768; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

APN: 299-200-51-00

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ACCEPTING REAL PROPERTY KNOWN AS ACCESSOR PARCEL NUMBER (APN) 299-200-51 FROM ALEXANDER VONLOKNER FOR USE AND OPERATION OF PUBLIC BENEFIT TO THE CITY OF DEL MAR

WHEREAS, the Del Mar Phase 3 Riverpath Project (Project) is a priority project for the City Council that, when complete, will offer significant community benefit such as enhanced recreation trails along the San Dieguito Lagoon; and

WHEREAS, the Del Mar Community Plan (General Plan) Goal 2(A)(4) of the Transportation Element states the City's goal is to, "Develop a continuous pedestrian loop trail which extends around the perimeter of the City while connecting and passing through areas of natural and scenic value without unnecessarily imposing on residential privacy."; and

WHEREAS, the Del Mar Phase 3 Riverpath Project required a Conditional Use Permit, Coastal Development Permit, and environmental review due to the location of the Project; and

WHEREAS, in a duly noticed public hearing by the Del Mar City Council on June 6, 2022, the Conditional Use Permit (CUP22-002) and Mitigated Negative Declaration (EA19-001) were approved and adopted; and

WHEREAS, the Del Mar Phase 3 Riverpath Project required a consolidated Coastal Development Permit to be issued by the California Coastal Commission due to the project being partially located within the Coastal Commission's Original Permit Jurisdiction and the California Coastal Commission conditionally approved the consolidated Coastal Development Permit CDP #6-22-0490 on December 14, 2022; and

WHEREAS, Alexander Vonlokner owns real property known as APN 299-200-51, which underlies approximately 160 feet of trail proposed as part of the Project; and

WHEREAS, purchase of APN 299-200-51 is necessary to complete the Del Mar Phase 3 River Path Project and for the City to realize the public benefits associated with the Project's completion; and

WHEREAS, in order to accomplish the Project, the City Council authorized a Purchase and Sale Agreement, Certificate of Acceptance and Grant Deed necessary for City's acquisition of APN 299-200-51 more specifically identified and described in the attached Exhibit "A-1" which is hereby incorporated in this Resolution by this reference, (Property); and

WHEREAS, subsequent to the City Council's approval of the Grant Deed, the document will be recorded by First American Title Insurance Company as directed by staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Del Mar herby finds that the acceptance of the real property being conveyed to the City as shown in Exhibit "A" conforms to the Del Mar Community Plan (General Plan).

NOW, BE IT FURTHER RESOLVED, the City Council, hereby finds that the requirements of Government Code Section 65402 are met as the Community Plan (General Plan) envisions a trail that allows for pedestrian access along the San Dieguito River and Lagoon as a component part of the City's Scenic Loop Trail and the proposed Project and property purchase is consistent with Goal 2(A)(4) of the Community Plan's Transportation Element.

BE IT FURTHER RESOLVED, that the City Council authorizes the City to accept such conveyance. This Resolution constitutes the resolution of acceptance by the City of the conveyance of the Property for the purposes of Government Code Section 27281.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager or the City Manager's designee to execute such other documents and take such other actions on behalf of the City as may be required to implement the conveyance of the Property by Alexander Vonlokner to the City in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager or the City Manager's designee to file a Notice of Exemption in accordance with California Environmental Quality Act (CEQA) Guideline Sections 15313 and 15317 in connection with the transactions contemplated by this Resolution. This action is also consistent with the City's Initial Study and Determination and adopted Mitigated Negative Declaration (EA19-001adopted by the Del Mar City Council on June 6, 2022.

BE IT FURTHER RESOLVED, this Resolution shall take immediate effect from and after its passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 2nd day of October 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-___, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2nd day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Exhibit A
Legal Description of the Property

Real property in the City of Del Mar, County of San Diego, State of California, described as follows:

ALL THAT PORTION OF THE NORTHEASTERLY 10 FEET OF LOT 768 AND THAT PORTION OF SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE ADJOINING SAID LOT 768 ON THE EAST AND NORTHEAST OF ARDEN HEIGHTS NO. 6 IN THE CITY OF DEL MAR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1592, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 768; THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF THAT PORTION OF SAID SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE A DISTANCE OF 20 FEET TO THE CENTER LINE OF SAID DRIVE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE OF SAID ARDEN HEIGHTS NO. 6; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT IN THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT 768; THENCE NORTHWESTERLY ALONG SAID PROLONGATION TO AND ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT TO THE WESTERLY LINE OF SAID LOT 768; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

APN: 299-200-51-00

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest of real property conveyed by the individual Grant Deed dated on _____, 2023, by Alexander Vonlokner (the "Grantor") to the City of Del Mar (the "Grantee"), a municipal corporation formed as a Charter City under the laws of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Del Mar, pursuant to authority conferred by Resolution No. 2023-XX, adopted on October 2, 2023, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: October X, 2023

_____
Sarah Krietor, City Clerk
City of Del Mar

RECORDING REQUESTED BY:

CITY OF DEL MAR

AND WHEN RECORDED MAIL TO:
City of Del Mar
Attn: City Clerk
1050 Camino del Mar
Del Mar, CA 92014

MAIL TAX STATEMENTS TO:
EXEMPT per Govern Code 6103

(*THIS SPACE FOR RECORDERS USE ONLY)*

GRANT DEED

ASSESSOR'S PARCEL NO: 299-200-51

Recording Fee: Exempt
(Government Code Section 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

The undersign grantor hereby declare(s):

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander and Dominique Vonlokner Owner ("Grantor") hereby grants and conveys to the City of Del Mar, a Chartered Municipal Corporation ("Grantee"), together with the right to further grant or transfer the same to others, that certain unimproved real property situated in the City of Del Mar, County of San Diego, State of California as further described in Exhibit "A" attached hereto and incorporated by reference ("Property").

Said Grant Deed shall be subject to those terms and conditions as set forth in that certain Purchase and Sale Agreement dated September 14, 2023, and recorded concurrently herewith.

DATE: September ____ ,2023

GRANTOR:

BY:_____
Grantor: Alexander Vonlokner

Exhibit “A”

Legal Description of the Property

Real property in the City of Del Mar, County of San Diego, State of California, described as follows:

ALL THAT PORTION OF THE NORTHEASTERLY 10 FEET OF LOT 768 AND THAT PORTION OF SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE ADJOINING SAID LOT 768 ON THE EAST AND NORTHEAST OF ARDEN HEIGHTS NO. 6 IN THE CITY OF DEL MAR, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1592, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 768; THENCE NORTHERLY ALONG THE NORTHWESTERLY LINE OF THAT PORTION OF SAID SAN DIEGUITO DRIVE AS VACATED AND CLOSED TO PUBLIC USE A DISTANCE OF 20 FEET TO THE CENTER LINE OF SAID DRIVE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EASTERLY LINE OF SAID ARDEN HEIGHTS NO. 6; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT IN THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT 768; THENCE NORTHWESTERLY ALONG SAID PROLONGATION TO AND ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF SAID LOT TO THE WESTERLY LINE OF SAID LOT 768; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

APN: 299-200-51-00

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Riverpath Del Mar Extension Project Phase 3 Design Review Permit, Land Conservation Permit, and Final Design Acceptance

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Adopt a Resolution (Attachment A) conditionally approving Design Review Permit DRB23-008 and Land Conservation Permit LC23-003 for the construction and associated grading of the Riverpath Del Mar Extension Project Phase 3; and 2) Accept the Final Design.

BACKGROUND:
The Riverpath Del Mar Extension Project Phase 3 (Project) will construct 2,075 linear feet (LF) of pedestrian path along the San Dieguito Lagoon adjacent to San Dieguito Drive. This project will complete critical trail segments of the Coast to Crest Trail and the City of Del Mar's seven-mile Coastal Loop Trail. The Project will create non-motorized access between the Grand Avenue Overlook and the Crest Canyon Reserve Trail. Further, the Project will enhance access to outdoor recreation opportunities, bird watching, photography, and expand opportunities to raise awareness about the environment.

The Project was discussed with the City's Lagoon Committee on April 20, 2022, and the Committee unanimously recommended adoption of the Project's Mitigated Negative Declaration (MND) environmental determination. On May 10, 2022, the Planning Commission also unanimously recommended approval of the Project's Conditional Use Permit (CUP) and adoption of the MND. The City Council approved the Project's MND and CUP22-002 on June 6, 2022.

In June 2022, staff submitted required permit applications to the California Coastal Commission (CCC), California Department of Fish and Wildlife (CDFW), US Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (Water Board). USACE and the Water Board replied that no permits are needed through their respective

City Council Action:

agencies and no further action needs to be taken. CDFW has reviewed the application and prepared a draft Streambed Alteration Agreement. Terms of the Streambed Alteration Agreement are acceptable to the City and are being finalized. The CCC conditionally approved the City's Coastal Development Permit application at its December 2022 meeting and issued a Notice of Intent to Issue Permit. CCC provided special conditions to be met prior to the issuance of a permit for construction. Staff has provided all the documents requested by CCC prior to the issuance of the CDP, and CCC staff are currently reviewing those materials. All environmental and permitting requirements have been incorporated into the Project's Final Design.

The Lagoon Committee reviewed the Project again on April 19, 2023, and recommended approval of the final design. The Design Review Board reviewed the final design and unanimously recommended approval of Design Review Permit DRB23-008 and Land Conservation Permit LC23-003 on May 24, 2023.

The City Council reviewed the final design at their September 18, 2023, meeting and recommended to move the project design forward for approval. Approval of the Final Design and the permits discussed above are being presented to the City Council for consideration as part of a required public hearing.

PROJECT DESCRIPTION:
The new pedestrian trail varies between a decomposed granite (DG) path and planked boardwalk as shown on the final engineered drawings included as Attachment B.

The final design includes 700 LF of at-grade DG path. The DG portion of the path varies between 4-feet and 5-feet wide (depending on site constraints), is 3-inches deep, and includes recycled plastic lumber trail edging. The Project includes a cable post fence along the entirety of the lagoon side of the path.

The Project also includes 1,375 LF of at-grade or elevated planked boardwalk. The boardwalk will be constructed utilizing pier foundations and a 7-foot wide deck support, with 6-foot wide composite decking and cable post fence installed on the supports. The decking will be made of laminated and bonded timber beams and has a lifespan of 50-75 years and requires minimal maintenance. Alternative decking materials were evaluated; however, laminated timber beams were ultimately selected since they are the most cost-effective outdoor material.

Along the elevated boardwalk, the fencing is required to ensure fall protection and will be installed with 42-inch minimum high rails with cables separated by 4-inches on center. Additional fencing will be included along the DG portion of the path to maximize protection of the sensitive habitat.

All new cables will be made of high- grade stainless steel. Although not fully climate proof, the high-grade stainless steel proposed for this Project will have a higher resistance to rust and corrosion, which is important considering the Project's coastal location. As part of Riverpath Phase 2, a cable post fence with galvanized steel was installed and has

shown wear, including rust in some areas. Public Works will be reviewing the Phase 2 fencing and determining necessary maintenance.

At the eastern terminus of the Project, pedestrians will be directed to a safe street crossing area behind a relocated stop sign at the intersection of Racetrack View Road and San Dieguito Drive. New delineators, solar-powered flashing stop signs, and thermoplastic striping will be installed to safely convey pedestrians across the street at the end of the boardwalk.

DISCUSSION/ANALYSIS:

Design Review Ordinance Consistency (DRB23-008)

Staff has reviewed the Project to evaluate its consistency with the Design Review Ordinance (Del Mar Municipal Code Chapter 23.08) and applicable corresponding Design Guidelines. Due to topographical constraints adjacent to San Dieguito Drive, the path would meander south of the San Dieguito Lagoon and would transition between the DG trail, at-grade boardwalk, and elevated boardwalk to avoid and minimize potential impacts from grading to biological resources to the greatest extent feasible.

The installation of the trail in certain areas would include pre-made footings/pins with a concrete head to support the elevated boardwalk deck structure, which would substantially avoid and reduce impacts to the natural habitat. The Project is designed to withstand flooding from the lagoon, uses standard materials for a pathway of this type, and would not block any public or private views.

Land Conservation Ordinance Consistency (LC23-003)

Del Mar Municipal Code (DMMC) Chapter 23.33 requires that a Land Conservation Permit be obtained if development includes grading that exceeds 25 cubic yards of cut or fill, and results in an alteration in the existing or natural grade elevation in excess of 18 inches. Section 23.33.040 also stipulates that a request for a Land Conservation Permit must be approved unless the Design Review Board (DRB) finds that the request conflicts with one or more of the seven findings listed in that Chapter.

The purpose of the grading for the Project is for the installation of the proposed pathway. The proposed improvement plans show 60 cubic yards of cut grading and 40 cubic yards of fill grading, with a grade change of 1-2 feet in the areas of the proposed at-grade boardwalk. In the areas of the DG pathway and elevated boardwalk, the grade will be retained. As previously mentioned, the Project was designed to minimize impacts to the greatest extent feasible, including minimizing the loss of vegetation. The Project will not create major interruption of drainage patterns or alter the natural formations or topography excessively and is consistent with Del Mar Municipal Code requirements.

Correspondence

As of the writing of this report, one letter of correspondence was received from the owner of 1601 San Dieguito Drive (Attachment C). The nature of the letter was to express that there should not be any barrier or fencing installed as part of the Project. Fencing is required for fall protection when there is a vertical drop higher than 30-inches within 36-inches horizontally from the edge of the walking surface, making fencing along most of

the boardwalk portion a requirement. The City's Lagoon Committee recommended expanding the planned fencing along the entire alignment to maximize protection of the sensitive habitat and species found in the Lagoon. On September 18, 2023, the City Council directed staff and the City's engineering consultant to include the additional recommended cable post fencing along the entirety of the Lagoon side of the Project alignment in the final design and bid documents for the Project.

Recommendation

The City Council should review the Project for consistency with the applicable provisions of the Design Review Ordinance (DMMC Chapter 23.08) and Land Conservation Ordinance (23.33). Planning Department staff has provided analysis pertaining to the Project's compliance with the standards of the above-cited Chapters. Based on the Project's consistency with the applicable standards of review for Design Review and Land Conservation Permits, staff recommends that the Council adopt the Resolution included as Attachment A, conditionally approving the Project. The City Council should additionally approve the Final Design, making the drawings "shovel-ready" as staff continues to seek additional funding sources for construction.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

The Project is subject to review under the California Environmental Quality Act (CEQA). Based on an Initial Study and Determination, a Mitigated Negative Declaration (EA19-001) was prepared and certified by the Del Mar City Council on June 6, 2022.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This item relates to funding for the Del Mar Riverpath Extension Phase 3 which is a Tier 1 Priority Project for Fiscal Years 2023-24 and 2024-25.

ATTACHMENTS:

Attachment A – Resolution Approving DRB23-008; LC23-003
Attachment B – Riverpath Phase 3 Final Design Drawings
Attachment C – Public Correspondence

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, TO APPROVE DESIGN REVIEW (DRB23-008) AND LAND CONSERVATION (LC23-003) PERMITS TO CONSTRUCT AN APPROXIMATELY 2,070 LINEAR-FOOT EXTENSION OF THE RIVERPATH DEL MAR TRAIL WITH ASSOCIATED GRADING NORTH OF SAN DIEGUITO DRIVE IN THE FLOODWAY ZONE AND LAGOON OVERLAY ZONE, IN DEL MAR, CALIFORNIA

WHEREAS, it is the intention of the City of Del Mar to construct approximately 2,070 linear-foot extension to the Riverpath Del Mar trail, terminating at the eastern boundary of the City and the Crest Canyon Trail; to install trail amenities, perform minor vegetation removal and grading, and debris removal (Project); and

WHEREAS, the Project site is located within the Floodway and Lagoon Overlay Zones; and

WHEREAS, the Project qualifies as a project under the California Environmental Quality Act (CEQA) Public Resource Code 2100-21178, and is not exempt; and

WHEREAS, the City conducted an Initial Study and Determination, and prepared a Draft Mitigated Negative Declaration (EA19-001), which was certified in a duly noticed public hearing by the Del Mar City Council on June 6, 2022; and

WHEREAS, the Project is a public pathway and does not include development or removal of enclosed structures. Therefore, approval of the requested discretionary development application would have no impact on the City of Del Mar's housing supply or housing affordability; and

WHEREAS, on May 24, 2023, in a duly noticed public hearing the Design Review Board of the City of Del Mar held a public hearing on DRB23-008 and LC23-003, and at which time all persons desiring to be heard were heard; and

WHEREAS, the Design Review Board unanimously recommended approval of the Project referred to as DRB23-008 and LC23-003 to the City Council; and

WHEREAS, the Project requires a consolidated Coastal Development Permit to be issued by the California Coastal Commission due to the project being partially located within the Coastal Commission's Original Permit Jurisdiction; and

WHEREAS, the California Coastal Commission conditionally approved the consolidated Coastal Development Permit (CDP #6-22-0490) on December 14, 2022; and

WHEREAS, on October 2, 2023, 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 testimony was submitted and fully considered including without limitation:

a. Plans prepared by the City.

b. Written information submitted with the application.

c. Oral testimony from staff and the public.

d. Staff report, dated October 2, 2023, which is incorporated by this reference, as though fully set forth herein.

e. Additional information submitted during the hearing.

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

Section 1: Design Review Permit

Based upon the evidence presented during the public hearing on October 2, 2023 including written and oral staff reports, public testimony, and in accordance with DMMC Section 23.08.070, the City Council of the City of Del Mar finds that the Project, as conditioned, would not be detrimental to the Community or the environment based on the Regulatory Conclusions Sections of DMMC Chapter 23.08 (Design Review).

Section 2: Land Conservation Permit

Based upon the substantial evidence presented at the public hearing on September 18, 2023, including written and oral staff reports, public written and oral testimony, and in accordance with DMMC Section 23.33.020, the City Council of the City of Del Mar finds that the revised Project would not be detrimental to the Community or the environment based on its conformance with DMMC Chapter 23.33 (Land Conservation).

AND, BE IT FURTHER RESOLVED by the City Council that Design Review Permit DRB23-008 and Land Conservation Permit LC23-003 shall be approved, subject to the following conditions:

General Conditions:

G-1 [Business License]
Prior to commencement of any work on site, all contractors and subcontractors shall obtain a valid City of Del Mar Business License. The general contractor shall be responsible for ensuring that all subcontractors obtain all required Business License and shall retain copies of said permits on site for verification by City staff.

G-5 [Requirement for Building Permits]

Prior to commencement of work, the applicant or agent shall obtain all required Building Permits.

G-7 [Code Compliance]
Approval of this application shall not waive the requirement for compliance with the provisions of the Del Mar Municipal Code (DMMC) or other applicable City regulations unless specifically waived in this permit authorization.

G-13 [Permit Expiration]
This permit shall expire three years from the date of approval, expiring on September 18, 2026 unless substantial construction has been accomplished in reliance upon the permit. Pursuant to the DMMC, substantial construction is defined as: completion of a minimum of 10% of the total amount of construction authorized by the permit, based on the monetary value of construction costs including grading, site preparation and construction but specifically excluding all costs associated with the acquisition of interest in the Project site and all costs associated with the preparation and processing of permits or plans.

Special Conditions:

SC-1 [Compliance with MND]
The Applicant shall ensure compliance with all special conditions associated with the conditional approval received on CDP #6-22-0490 from the California Coastal Commission on December 14, 2022.

Biological Resource Conditions:

BIO-1 [Temporary Construction Fencing]
Prior to construction, to help ensure inadvertent/ unauthorized impacts to environmentally sensitive areas outside of the approved impact footprint are avoided, temporary construction fencing, including silt fencing as appropriate, shall be installed at the edges of the approved impact limits of grading for the project. Temporary fencing shall be installed at all locations where the project grading for the DG trail occurs adjacent to resources depicted on Figures 8a through 8f of the Biological Technical Report. A qualified biologist shall be retained to monitor the installation of the temporary construction fencing wherever it would abut environmentally sensitive areas. Construction activities shall be restricted to areas within the approved impact limits at all times during construction.

BIO-2 [Biological Monitoring]
A qualified biologist will conduct a pre-construction environmental training session for construction personnel to inform them of the sensitive biological resources in the local area and the avoidance measures in place to remain in compliance. The biologist will regularly monitor construction activities throughout construction, including fencing installed in accordance with mitigation measure BIO-1. If items of non-compliance are identified, the biologist shall notify the on-site construction superintendent immediately to discuss and implement corrective actions. Issues of non-compliance that result in

additional impacts to sensitive biological resources shall be documented and provided to the City within 72 hours of identification.

BIO-3 [Habitat-Based Compensatory Mitigation]
To mitigate potential impacts on non-listed rare plant individuals (Nuttall's lotus, Southern tarplant, and Orcutt's pincushion) and significant impacts to sensitive habitat types (coastal brackish marsh, Diegan coastal sage scrub, and southern coastal bluff scrub), the City shall prepare and implement a Habitat Mitigation and Monitoring Plan (HMMP) that will prescribe actions for on- and/or off-site mitigation of the impacted resources through establishment/re-establishment, substantial rehabilitation, restoration, enhancement, and/or preservation. Specifically, impacts to coastal brackish marsh shall be mitigated at a 4:1 ratio consisting of a minimum 1:1 establishment/re-establishment, impacts to southern coastal bluff scrub shall be mitigated at a 3:1 ratio consisting of a minimum 1:1 establishment/re-establishment, and impacts to coastal sage scrub shall be mitigated at a 2:1 ratio consisting of a minimum 1:1 establishment/re-establishment.

The HMMP for the project shall be prepared prior to the start of project construction. Off-site mitigation shall be implemented within the subject target site/property located approximately 225 feet northwest of the project (Figure 9, Proposed Mitigation). A portion of the off-site target mitigation property shall be assigned to mitigate for the project (approximately 0.05 acre), and the remaining portion of the property shall be available for other mitigation efforts/projects. The HMMP shall include requirements for site preparation, soil amendments, temporary irrigation, native plant palettes, installation methods, maintenance, and performance monitoring, as appropriate. HMMP shall require that the habitat establishment/creation, re-establishment, rehabilitation, and restoration mitigation efforts be subject to a minimum five-year performance monitoring period with specific success criteria to ensure that the impacted functions and services are restored. A protective instrument, such as a conservation easement or restrictive covenant, shall be recorded over the mitigation areas where such a protective instrument does not already exist, unless otherwise not required. The mitigation areas shall be subject to long-term management by a qualified entity approved by the City with experience in managing preserve lands (i.e., CDFW list of qualified entities). Funding for long-term management shall be provided through a non-wasting endowment or other financial mechanism approved by the City. Where project impacts and mitigation involve resources regulated by the USFWS, USACE, RWQCB, CDFW, and/or other responsible agencies such as CCC, the City shall coordinate HMMP preparation and implementation with these agencies and obtain all necessary permits and approvals from these agencies prior to HMMP implementation, as appropriate.

BIO-4 [Listed Wildlife Species Avoidance and Conservation Measures]
Impacts to listed wildlife species determined to have potential to occur, including Belding's savannah sparrow, coastal California gnatcatcher, light-footed Ridgway's rail, and least Bell’s vireo shall be compensated by the implementation of habitat-based mitigation via a Habitat Mitigation and Monitoring Plan (see mitigation measure BIO-3 above).

If project impacts to vegetation or grading is necessary within and/or adjacent to native habitat between February 15 and September 15, then pre-construction surveys shall be conducted for federally listed bird species identified with potential to occur; including coastal California gnatcatcher, light-footed Ridgway's rail, least Bell's vireo, and Belding's savannah sparrow (see BIO-5 below). Grubbing, grading, or clearing during the breeding season for these species could occur if it is determined based on the results of the pre-construction protocol surveys that the species is/are not present. If surveys conclude presence of the target species in the survey area, the City and/or federal action agency for the project shall consult with the USFWS (Section 7 or Section 10) regarding project-level related significant adverse effects to coastal California gnatcatcher, light-footed Ridgway's rail, and/or least Bell's vireo, as appropriate. If Belding's savannah sparrow is detected during pre-construction protocol surveys, the City shall notify CDFW, and if required by CDFW, shall prepare/submit an application for a Section 2081(b) Incidental Take Permit for impacts to Belding's savannah sparrow.

BIO-5 [Pre-Construction Protocol Surveys]
If construction activities are scheduled to occur during the nesting season for coastal California gnatcatcher (March 1 through August 30), light-footed Ridgway's rail (April 1 through August 31), least Bell's vireo (April 15 to September 15), and Belding's savannah sparrow (February 15 through June 30), a qualified biologist shall conduct pre-construction surveys to determine the presence or absence of these species. The final survey shall not be completed more than three days prior to the beginning of impacts or grading activities. If the results are negative construction shall be allowed to proceed. The Wildlife Agencies (USFWS and CDFW) shall be notified if any special status species are observed nesting within 500 feet of proposed construction activities and additional measures imposed by the Agencies shall be implemented.

No activities which would result in noise levels exceeding 60 hourly average A-weighted decibels (dBA LEQ) within this 500-foot buffer shall be allowed. Ambient background noise shall be excluded from the 60 dBA calculation. If noise-generating construction activities are not completed prior to the breeding season, sensitive bird species are present nesting, and noise levels exceed this threshold, appropriate measures shall be implemented to reduce construction noise levels at occupied habitat to below 60 dBA LEQ (one hour) including, but not be limited to, the following:

- Construction equipment shall be properly outfitted and maintained with manufacturer-recommended noise-reduction devices.
- Diesel equipment shall be operated with closed engine doors and equipped with factory-recommended mufflers.
- Mobile or fixed "package" equipment (e.g., arc-welders and air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.
- Electrically powered equipment shall be used instead of pneumatic or internal-combustion powered equipment, where feasible.
- Unnecessary idling of internal combustion engines (e.g., in excess of 5 minutes) shall be prohibited.

- The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.
- No project-related public address or music system shall be audible at any adjacent sensitive receptor.
- Temporary sound barriers or sound blankets shall be installed between construction operations and adjacent noise-sensitive habitat. The project Contractor shall construct a temporary noise barrier at least 6 feet in height meeting the specifications listed below (or of a Sound Transmission Class [STC] 19 rating or better) to attenuate noise.
- All barriers shall be solid and constructed of wood, plastic, fiberglass, steel, masonry, or a combination of those materials, with no cracks or gaps through or below the wall. Any seams or cracks must be filled or caulked. If wood is used, it can be tongue and groove or close butted seams and must be at least 3⁄4-inch thick or have a surface density of at least 3.5 pounds per square-foot. Sheet metal of 18-gauge (minimum) may be used if it meets the other criteria and is properly supported and stiffened so that it does not rattle or create noise itself from vibration or wind. Noise blankets, hoods, or covers also may be used, provided they are appropriately implemented to provide the required sound attenuation.

BIO-6 [Nesting Bird and Raptor Avoidance]
Trimming, grubbing, and clearing of vegetation shall be avoided during the general avian breeding season (generally February 1 to August 31, including raptors) to the extent feasible. If trimming, grubbing, or clearing of vegetation is proposed to occur during the general avian breeding season, a pre-construction survey shall be conducted by a qualified biologist no more than seven days prior to vegetation clearing to determine if active bird nests are present in the affected areas. The survey shall include the vegetation to be impacted and a surrounding 300-foot buffer, to the extent feasible. Surveys on privately owned properties west of the project as well islands/habitat within lagoon across open intertidal waters located east of the project are not accessible; thus, surveys in those areas are considered not feasible. If there are no nesting birds (includes nest building or other breeding/nesting behavior) detected, trimming, grubbing, and clearing of vegetation shall be allowed to proceed. If active bird nests are confirmed to be present during the pre-construction survey, a buffer zone will be established by the biologist. Construction activities shall avoid any active nests until a qualified biologist has verified that the young have fledged, or the nest has otherwise become inactive.

Cultural/Tribal Cultural Resources Conditions:

CUL-1 [Native American Monitoring Program]
A qualified archaeologist meeting the United States Secretary of the Interior's Professional Qualifications for prehistoric and historic archaeology and a Kumeyaay Native American monitor shall be retained to conduct a cultural resources monitoring program. The monitoring program shall include attendance by the archaeologist and Native American monitor at a pre-construction meeting with the construction contractor and the presence of an archaeological and Native American monitor during initial ground disturbance for the project. If it is determined by the archaeologist and Native American

monitor that past grading and other disturbances have removed soils with a reasonable potential for containing cultural material, monitoring can be reduced and recommence when the ground-disturbing activities continue in native soil. If cultural material is encountered, the archaeologist and the Native American monitor shall have the authority to temporarily halt or redirect trenching and other ground-disturbing activity while the cultural material is documented and assessed. If a cultural resource is determined to be significant, the archaeologist and Native American monitor shall coordinate with the City staff to develop and implement appropriate treatment measures. Artifacts collected (if any) shall be cataloged, analyzed, and curated with accompanying catalog to current professional repository standards and transferred to an appropriate curating facility within San Diego County. Alternatively, artifacts may be returned to the consulting tribe for reburial or for curation at a tribal facility. A report shall be completed by the qualified archaeologist describing the methods and results of the monitoring program.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, State of California, at a Regular Meeting held on the 2nd day of October 2023.

_____
Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

_____
Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2023-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

GENERAL NOTES

1. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-422-4133, TWO DAYS BEFORE YOU DIG.
2. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD, THE CITY OF DEL MAR REQUIREMENTS, AND STORM WATER STANDARDS MANUAL.
3. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT-ISSUING AUTHORITY.
4. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. THE AREA WHICH IS DEFINED AS A NON-GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THEY REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY.

ENGINEER'S NOTICE TO CONTRACTORS

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES AND STRUCTURES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT OF RECORD OR NOT SHOWN ON THESE PLANS,AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTORS SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER, OR ANY PUBLIC AGENCY.
3. THE ESTIMATES OF EARTHWORK AND IMPROVEMENT QUANTITIES AS SHOWN HEREON ARE PROVIDED ONLY FOR THE PURPOSE OF SATISFYING CITY PLAN INFORMATION REQUIREMENTS. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL EARTHWORK AND IMPROVEMENT QUANTITIES AND SHALL USE THE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).
4. THE TOPOGRAPHIC INFORMATION CONTAINED IN THESE PLANS WAS OBTAINED BY AERIAL AND/OR FIELD SURVEY DATA, AND DISCREPANCIES BETWEEN PLAN ELEVATIONS AND ACTUAL ELEVATIONS ARE TO BE ANTICIPATED. THE CONTRACTOR SHALL REMAIN ALERT FOR AND PROMPTLY REPORT ANY AND ALL SUBSTANTIAL DISCREPANCIES (SUFFICIENT TO CAUSE A CHANGE IN THE PLANS AND/OR AN INCREASE IN COSTS) TO THE OWNER AND TO THE ENGINEER OF RECORD, AND SHALL NOT PROCEED WITH AN AFFECTED WORK AREA UNTIL DIRECTED TO DO SO BY AN APPROPRIATE OWNER REPRESENTATIVE.
5. QUANTITY CALCULATIONS ARE BASED UPON AERIAL TOPOGRAPHY AND ESTIMATED SOILS INFORMATION, AND SHOULD BE CONSIDERED ONLY A ROUGH APPROXIMATION OF ACTUAL QUANTITIES.
6. CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR THE PROTECTION AND PRESERVATION OF ALL SURVEY MONUMENTS, AND SHALL HAVE ANY DISTURBED OR COVERED MONUMENT RESET BY A QUALIFIED CIVIL ENGINEER OR LICENSED LAND SURVEYOR AT THE DIRECTION OF THE GOVERNING AGENCY.
7. DEMOLITION OF ALL LABELED ITEMS WILL INVOLVE REMOVAL OF ALL SUB SURFACE FOOTINGS AND SUBSTRUCTURES (IF APPLICABLE).
8. THE CONTRACTORS TO POTHOLE AND VERIFY THE LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL CONTACT CIVIL ENGINEER IN THE EVENT OF ANY CONFLICTS ON THIS SET OF PLANS.
9. THE CONTRACTOR MUST NOTIFY UNDERGROUND ALERT AT1-800-422-4133 A MINIMUM OF TWO FULL WORKING DAYS PRIOR TO START OF DEMOLITION, GRADING, OR CONSTRUCTION OF ANY KIND. THE USA TICKET NUMBER MUST BE AVAILABLE AT THE CONSTRUCTION SITE PRIOR TO START ANY WORK SHOWN ON THIS SET OF PLANS.
10. ALL STORM DRAIN CATCH BASINS AND CURB INLETS SHALL HAVE STENCILING OR MARKINGS WITH PROHIBITIVE LANGUAGE PER THE APPROVED SWMP FOR THE PROJECT.

SOURCE OF TOPOGRAPHY

THE TOPOGRAPHY WAS GATHERED BY AREAL PHOTOGRAMMETRY METHODS BY:
TOWILL SURVEYING, MAPPING AND GIS SERVICES
2300 CLAYTON ROAD, SUITE 1200
CONCORD, CA 94520
DATE OF PHOTOGRAPHY: OCTOBER 5, 2017

SUPPLEMENTAL SURVEY BY:
MICHAEL BAKER INTERNATIONAL
5050 AVENIDA ENCINAS, SUITE 260
CARLSBAD, CA 92008
SURVEY DATE: DECEMBER 8, 2021 & DECEMBER 10, 2023
& AUGUST 3, 2023

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM AN ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF DEL MAR IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

GEOFFREY H. RETEMEYER R.C.E. NO. 90577 DATE

MICHAEL BAKER INTERNATIONAL CARLSBAD
5050 AVENIDA ENCINAS, SUITE 260
PH: 760-476-9193
GEOFFREY.RETEMEYER@MBAKERINTL.COM

CITY OF DEL MAR - STATE OF CALIFORNIA

PLANS FOR THE CONSTRUCTION OF

RIVER PATH PHASE 3 PROJECT

SEPTEMBER 2023

SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK.

1. THE ENGINEER OF WORK SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT CONSTRUCTION WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NOR SHALL THE ENGINEER BE REQUIRED TO SUPERVISE CONDUCT OF THE WORK OF THE CONSTRUCTION PROCEDURES AND SAFETY PROCEDURES FOLLOWED BY THE CONTRACTOR OR SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR BY ANOTHER PERSON AT THE JOB SITE OTHER THAN THAT OF THE ENGINEER'S EMPLOYEES.
2. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECTS THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
3. ALL WALLS, SLABS, ASPHALT PAVING AND OTHER IMPROVEMENTS SHOWN AS TO BE REMOVED OR DEMOLISHED WITHIN THE LIMIT OF CONSTRUCTION WILL BE REMOVED AND DISPOSED OF AT AN APPROVED SITE.
4. THE CONTRACTOR WILL MAKE EXPLORATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF LOCATION OF EXISTING FACILITIES.
5. WHERE NEW UNDERGROUND CONNECTS TO EXISTING WORK IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE LOCATIONS OF AND ELEVATION OF EXISTING WORK PRIOR TO EXCAVATION FOR NEW WORK AND TO CONNECT THE NEW WORK THERETO. ALL POTENTIAL CONFLICTS SHALL BE BROUGHT TO THE FIELD ENGINEERS ATTENTION IN ADVANCE TO PREVENT DELAYS IN CONSTRUCTION SCHEDULE.
6. THE LOCATION OF ANY UNDERGROUND STRUCTURES AS SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM AVAILABLE RECORDS ARE SHOWN FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT ALL UNDERGROUND OR OVERHEAD STRUCTURES WHETHER SHOWN OR NOT ON THESE DRAWINGS.

SHEET INDEX

NO.	CODE	DESCRIPTION
1	G-1	TITLE SHEET
2	G-2	ENVIRONMENTAL NOTES
3	G-3	LEGEND & DETAILS
4-7	C-1 TO C-4	IMPROVEMENT PLAN & PROFILE
8	C-5	GRADING PLAN
9-15	C-6 TO C-12	DESIGN CROSS SECTIONS
16-17	C-13 TO C-14	CONSTRUCTION BMP PLAN
18-19	TC-1 TO TC-2	TRAFFIC CONTROL PLAN
20-29	L0.00 TO L3.01	LANDSCAPE AND IRRIGATION PLANS

WORK TO BE DONE

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. CITY OF DEL MAR MUNICIPAL CODE.
2. THIS SET OF PLANS.
3. THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
4. SAN DIEGO REGIONAL STANDARD DETAILS.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
6. CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES."

CONTRACT SPECIFICATIONS

1. SPECIFICATION ENTITLED "RIVER PATH - PHASE 3 IMPROVEMENT PROJECT", DATED SEPEMBER 2023.

BASIS OF COORDINATES & BEARINGS

THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, (EPOCH NOT STATED ON MAP). SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CONTROL STATIONS PER CITY OF DEL MAR HORIZONTAL AND VERTICAL CONTROL RECORDS.

STATION	NORTHING (ft.) GRID	EASTING (ft.) GRID
26-SURF	1933933.21	6249537.86
24-SAM	1934703.64	6251263.20

THE BASIS OF BEARINGS ID THE CALCULATED BEARING BETWEEN SAID CONTROL STATIONS 26-SURF & 24-SAM. I.E. N65°56'15"E

DISTANCES SHOWN HEREON ARE GROUND AND IN THE TERMS OF THE U.S. SURVEY FOOT. CONTROL STATION #123: GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR (0.9999798)

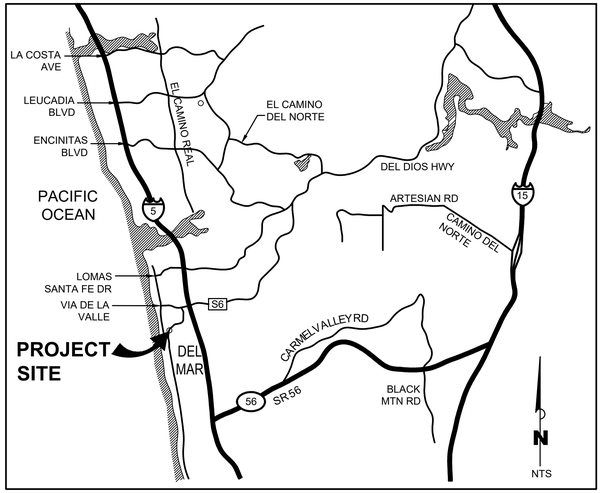
STATION	NORTHING (ft.) GRID	EASTING (ft.) GRID
123	1932637.99	6252525.47

BENCHMARK

THE BASIS OF ELEVATIONS FOR THIS SURVEY IS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) PER CITY OF DEL MAR HORIZONTAL AND VERTICAL CONTROL RECORDS. BENCHMARK DESIGNATION: 24-SAM ELEVATION: 7.02 (NGVD29).

LEGEND

ITEM	SYMBOL
PATH CONSTRUCTION CENTERLINE	—℄— – —
EXISTING STREET CENTERLINE	—℄— – —
EXISTING PROPERTY LINE	—P—
EXISTING RIGHT OF WAY	—R/W— – – –
EXISTING CONTOUR	—(5)—
EXISTING EDGE OF PAVEMENT	
EXISTING CHAIN LINK FENCE	—x—x—x—x—
EXISTING GUARDRAIL	
EXISTING STREET SIGN	
EXISTING MANHOLE	Ⓢ
EXISTING AC BERM	
PROPOSED CONTOUR	—6—
PROPOSED CABLE POST RAILING	—X—
APPROXIMATE LIMITS OF EXISTING ROUGHLY GRADED TRAIL, AS WELL AS CUTTING OFF BUMPS AND EXPORTING THE MATERIAL	
PROPOSED DG TRAIL	
PROPOSED BOARDWALK TRAIL	
PROPOSED LANDSCAPING	

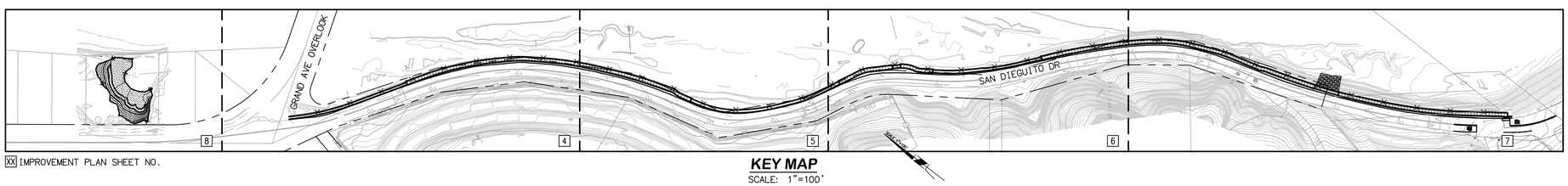


VICINITY MAP
NTS

ABBREVIATIONS

"ANSI STANDARD ABBREVIATIONS" ARE THE STANDARD ABBREVIATIONS USED ON THESE PLANS. ABBREVIATIONS USED BUT NOT CONFORMING TO ANSI STANDARD ARE LISTED BELOW:

∡	ANGLE	LF	LINEAR FEET
&	AND	LN	LANE
ø	DIAMETER	LT	LEFT
CL	CENTERLINE	MJ	MECHANICAL JOINT
ABAN	ABANDON	NCTD	NORTH COUNTY TRANSIT DISTRICT
AC	ASPHALT CONCRETE	N'LY	NORTHERLY
ACP	ASPHALT CEMENT PIPE	NO	NUMBER
AVAR	AIR VACUUM AIR RELEASE	NTS	NOT TO SCALE
AHD	AHEAD	OC	ON CENTER
BC	BEGIN CURVE	PCR	POINT OF CURVE RETURN
BAK	BACK	POC	POINT OF CONNECTION
BVC	BEGIN VERTICAL CURVE	PR	PROPOSED
C&G	CURB AND GUTTER	PRC	POINT OF REVERSE CURVATURE
CATV	CABLE TELEVISION	PRVC	POINT OF REVERSE VERTICAL CURVE
CDM	CAMINO DEL MAR	PVI	POINT OF VERTICAL CURVE INTERSECTION
CI	CAST IRON	PVMT	PAVEMENT
CIP	CAST IRON PIPE	R	RADIUS, RADIAL
CO	CLEANOUT	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
CONT	CONTINUATION	RT	RIGHT
CONST	CONSTRUCT	ROW	RIGHT-OF-WAY
CPLG	COUPLING	S	SEWER, SOUTH, SLOPE
DI	DUCTILE IRON	SD	STORM DRAIN
DWV	DRAIN WASTE VALVE	SDFM	STORM DRAIN FORCE MAIN
DWY	DRIVEWAY	SDG&E	SAN DIEGO GAS AND ELECTRIC
EC	END CURVE	SDR	STANDARD DIMENSION RATIO
EG	EXISTING GROUND, EXISTING GRADE	SDRSD	SAN DIEGO REGIONAL STANDARD DRAWINGS
EOP	EDGE OF PAVEMENT	S'LY	SOUTHERLY
EVC	END VERTICAL CURVE	SW	SIDEWALK
EX	EXISTING	T	TELEPHONE, TANGENT
FL	FLOWLINE	TB	TOP OF BANK
FG	FINISH GRADE	TC	TOP OF CURB
FM	FORCE MAIN	TOP	TOP OF PIPE
G	GAS	UNKN	UNKNOWN
GV	GATE VALVE	UNO	UNLESS NOTED OTHERWISE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	VC	VERTICAL CURVE
HP	HIGH PRESSURE	VCP	VITRIFIED CLAY PIPE
ID	INSIDE DIMENSION, INSIDE DIAMETER	W	WATER, WEST
IE	INVERT ELEVATION	WS	WATER SERVICE, WATER SURFACE



XX IMPROVEMENT PLAN SHEET NO.

KEY MAP
SCALE: 1"=100'

REGISTERED PROFESSIONAL ENGINEER GEOFFREY H. RETEMEYER No. C90577 CIVIL STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER 90577
ENGINEER OF WORK R.C.E. NO. DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
TITLE SHEET

SHEET G-1
1 OF 29 SHEETS

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

ENVIRONMENTAL AVOIDANCE AND MINIMIZATION MEASURES

PRIOR TO CONSTRUCTION

ENVIRONMENTAL TRAINING

THE CONTRACTOR SHALL RETAIN A QUALIFIED BIOLOGIST, ARCHAEOLOGIST, AND A KUMEYAAY TRIBAL CULTURAL MONITOR TO CONDUCT A PRE-CONSTRUCTION ENVIRONMENTAL TRAINING SESSION FOR CONSTRUCTION PERSONNEL TO INFORM THEM OF THE SENSITIVE BIOLOGICAL, ARCHEOLOGICAL, AND CULTURAL/TRIBAL RESOURCES IN THE LOCAL AREA, THE REGULATORY PERMITS OVER THE PROJECT, AND THE AVOIDANCE MEASURES IN PLACE TO REMAIN IN COMPLIANCE. WALLET-SIZED CARDS OR A FACT SHEET SHALL BE DISTRIBUTED TO THE CONSTRUCTION PERSONNEL TO CARRY ON-SITE.

TEMPORARY CONSTRUCTION FENCING

PRIOR TO CONSTRUCTION IMPACTS, THE CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCING, INCLUDING SILT FENCING AS APPROPRIATE, AT THE EDGES OF THE APPROVED IMPACT LIMITS OF GRADING FOR THE PROJECT. TEMPORARY FENCING SHALL BE INSTALLED AT ALL LOCATIONS WHERE THE PROJECT GRADING FOR THE OCCURS ADJACENT TO BIOLOGICAL RESOURCES. A QUALIFIED BIOLOGIST SHALL MONITOR THE INSTALLATION OF THE TEMPORARY CONSTRUCTION FENCING WHEREVER IT WOULD ABUT ENVIRONMENTALLY SENSITIVE AREAS. CONSTRUCTION ACTIVITIES SHALL BE RESTRICTED TO AREAS WITHIN THE APPROVED IMPACT LIMITS AT ALL TIMES DURING CONSTRUCTION.

AVOIDANCE OF SENSITIVE BIRDS

IF PROJECT IMPACTS TO VEGETATION OR GRADING IS NECESSARY WITHIN AND/OR ADJACENT TO NATIVE HABITAT BETWEEN FEBRUARY 15 AND SEPTEMBER 15, THE CONTRACTOR SHALL RETAIN A QUALIFIED BIOLOGIST TO CONDUCT USFWS PROTOCOL-LEVEL SURVEYS FOR APPLICABLE FEDERALLY LISTED BIRD SPECIES PRIOR TO CONSTRUCTION; INCLUDING COASTAL CALIFORNIA GNATCATCHER, LIGHT-FOOTED RIDGWAY'S RAIL, LEAST BELL'S VIREO, AND BELDING'S SAVANNAH SPARROW. SPECIFICALLY SURVEYS SHALL TARGET COASTAL CALIFORNIA GNATCATCHER (MARCH 1 THROUGH AUGUST 30), LIGHT-FOOTED RIDGWAY'S RAIL (APRIL 1 THROUGH AUGUST 31), LEAST BELL'S VIREO (APRIL 15 TO SEPTEMBER 15), AND BELDING'S SAVANNAH SPARROW (FEBRUARY 15 THROUGH JUNE 30). THE SURVEY AREA SHALL INCLUDE THE PROJECT AREA AND A SURROUNDING 500-FOOT BUFFER AS APPLICABLE. THE FINAL SURVEY SHALL NOT BE COMPLETED MORE THAN THREE DAYS PRIOR TO THE BEGINNING OF IMPACTS TO HABITAT OR ANY GRADING ACTIVITIES. IF THE RESULTS ARE NEGATIVE CONSTRUCTION SHALL BE ALLOWED TO PROCEED. IF ANY OF THESE SPECIES ARE DETECTED DURING PRE-CONSTRUCTION PROTOCOL SURVEYS, THE CONTRACTOR SHALL NOTIFY THE CITY WITHIN 48-HOURS AND THE CITY SHALL NOTIFY; NO CONSTRUCTION WORK SHALL OCCUR UNTIL AUTHORIZED BY THE CITY. THE WILDLIFE AGENCIES (USFWS AND CDFW) SHALL BE NOTIFIED BY THE CITY IF ANY SPECIAL STATUS SPECIES ARE OBSERVED NESTING WITHIN 500 FEET OF PROPOSED CONSTRUCTION ACTIVITIES AND ADDITIONAL MEASURES IMPOSED BY THE AGENCIES SHALL BE IMPLEMENTED.

IF THESE SPECIES ARE DETECTED OUTSIDE THE PROJECT AREA, BUT WITHIN THE 500-FOOT SURROUNDING BUFFER, THE CONTRACT SHALL ENSURE ACTIVITIES DO NOT RESULT IN NOISE LEVELS EXCEEDING 60 HOURLY AVERAGE A_WEIGHTED DECIBELS (DBA LEQ). AMBIENT BACKGROUND NOISE SHALL BE EXCLUDED FROM THE 60 DBA CALCULATION. IF NOISE-GENERATING CONSTRUCTION ACTIVITIES ARE NOT COMPLETED PRIOR TO THE BREEDING SEASONS LISTED ABOVE, SENSITIVE BIRD SPECIES ARE PRESENT NESTING, AND NOISE LEVELS EXCEED THIS THRESHOLD, APPROPRIATE MEASURES SHALL BE IMPLEMENTED TO REDUCE CONSTRUCTION NOISE LEVELS AT OCCUPIED HABITAT TO BELOW 60 DBA LEQ (ONE HOUR) INCLUDING, BUT NOT BE LIMITED TO, THE FOLLOWING:

- CONSTRUCTION EQUIPMENT SHALL BE PROPERLY OUTFITTED AND MAINTAINED WITH MANUFACTURER-RECOMMENDED NOISE-REDUCTION DEVICES.
- DIESEL EQUIPMENT SHALL BE OPERATED WITH CLOSED ENGINE DOORS AND EQUIPPED WITH FACTORY-RECOMMENDED MUFFLERS.
- MOBILE OR FIXED "PACKAGE" EQUIPMENT (E.G., ARC-WELDERS AND AIR COMPRESSORS) SHALL BE EQUIPPED WITH SHROUDS AND NOISE CONTROL FEATURES THAT ARE READILY AVAILABLE FOR THAT TYPE OF EQUIPMENT.
- ELECTRICALLY POWERED EQUIPMENT SHALL BE USED INSTEAD OF PNEUMATIC OR INTERNAL-COMBUSTION POWERED EQUIPMENT, WHERE FEASIBLE.
- UNNECESSARY IDLING OF INTERNAL COMBUSTION ENGINES (E.G., IN EXCESS OF 5 MINUTES) SHALL BE PROHIBITED.
- THE USE OF NOISE-PRODUCING SIGNALS, INCLUDING HORNS, WHISTLES, ALARMS, AND BELLS, SHALL BE FOR SAFETY WARNING PURPOSES ONLY.
- NO PROJECT-RELATED PUBLIC ADDRESS OR MUSIC SYSTEM SHALL BE AUDIBLE AT ANY ADJACENT SENSITIVE RECEPTOR.
- TEMPORARY SOUND BARRIERS OR SOUND BLANKETS SHALL BE INSTALLED BETWEEN CONSTRUCTION OPERATIONS AND ADJACENT NOISE-SENSITIVE HABITAT. THE PROJECT CONTRACTOR SHALL CONSTRUCT A TEMPORARY NOISE BARRIER AT LEAST 6 FEET IN HEIGHT MEETING THE SPECIFICATIONS LISTED BELOW (OR OF A SOUND TRANSMISSION CLASS [STC] 19 RATING OR BETTER) TO ATTENUATE NOISE.
- ALL BARRIERS SHALL BE SOLID AND CONSTRUCTED OF WOOD, PLASTIC, FIBERGLASS, STEEL, MASONRY, OR A COMBINATION OF THOSE MATERIALS, WITH NO CRACKS OR GAPS THROUGH OR BELOW THE WALL. ANY SEAMS OR CRACKS MUST BE FILLED OR CAULKED. IF WOOD IS USED, IT CAN BE TONGUE AND GROOVE OR CLOSE BUTTED SEAMS AND MUST BE AT LEAST 3/4-INCH THICK OR HAVE A SURFACE DENSITY OF AT LEAST 3.5 POUNDS PER SQUARE-FOOT. SHEET METAL OF 18-GAUGE (MINIMUM) MAY BE USED IF IT MEETS THE OTHER CRITERIA AND IS PROPERLY SUPPORTED AND STIFFENED SO THAT IT DOES NOT RATTLE OR CREATE NOISE ITSELF FROM VIBRATION OR WIND. NOISE BLANKETS, HOODS, OR COVERS ALSO MAY BE USED, PROVIDED THEY ARE APPROPRIATELY IMPLEMENTED TO PROVIDE THE REQUIRED SOUND ATTENUATION.

NESTING BIRD AND RAPTOR AVOIDANCE

THE CONTRACTOR SHALL NOT CONDUCT TRIMMING, GRUBBING, AND CLEARING OF VEGETATION DURING THE GENERAL AVIAN BREEDING SEASON (GENERALLY FEBRUARY 1 TO AUGUST 31, INCLUDING RAPTORS) TO THE EXTENT FEASIBLE. IF TRIMMING, GRUBBING, OR CLEARING OF VEGETATION IS PROPOSED TO OCCUR DURING THE GENERAL AVIAN BREEDING SEASON, A PRE-CONSTRUCTION SURVEY SHALL BE CONDUCTED BY A QUALIFIED BIOLOGIST NO MORE THAN SEVEN DAYS PRIOR TO VEGETATION CLEARING TO DETERMINE IF ACTIVE BIRD NESTS ARE PRESENT IN THE AFFECTED AREAS. THE SURVEY SHALL INCLUDE THE VEGETATION TO BE IMPACTED AND A SURROUNDING 300-FOOT BUFFER, TO THE EXTENT FEASIBLE. SURVEYS ON PRIVATELY OWNED PROPERTIES WEST OF THE PROJECT AS WELL ISLANDS/HABITAT WITHIN LAGOON ACROSS OPEN INTERTIDAL WATERS LOCATED EAST OF THE PROJECT ARE NOT BE ACCESSIBLE; THUS, SURVEYS IN THOSE AREAS ARE CONSIDERED NOT FEASIBLE. IF THERE ARE NO NESTING BIRDS (INCLUDES NEST BUILDING OR OTHER BREEDING/NESTING BEHAVIOR) DETECTED, TRIMMING, GRUBBING, AND CLEARING OF VEGETATION SHALL BE ALLOWED TO PROCEED. IF ACTIVE BIRD NESTS ARE CONFIRMED TO BE PRESENT DURING THE PRE-CONSTRUCTION SURVEY, A BUFFER ZONE WILL BE ESTABLISHED BY THE BIOLOGIST. CONSTRUCTION ACTIVITIES SHALL AVOID ANY ACTIVE NESTS UNTIL A QUALIFIED BIOLOGIST HAS VERIFIED THAT THE YOUNG HAVE FLEDGED, OR THE NEST HAS OTHERWISE BECOME INACTIVE.

AGENCY NOTIFICATION AND PERMIT COMPLIANCE

THE CONTRACTOR (OR RETAINED QUALIFIED BIOLOGIST) SHALL NOTIFY THE CITY AND CDFW IN WRITING AT LEAST FIVE DAYS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ENSURE (INCLUDING COORDINATION WITH THE CITY) THE PROJECT MAINTAINS COMPLIANCE WITH THE AVOIDANCE AND MINIMIZATION MEASURES PRESCRIBED BY THE STREAMBED ALTERATION AGREEMENT ISSUED BY CALIFORNIA DEPARTMENT OF FISH AND GAME FOR THE PROJECT (EPIMS-SDO-33638-R5).

DURING CONSTRUCTION

WORK PERIOD

PROJECT IMPACTS TO BIOLOGICAL RESOURCES SHALL BE CONFINED TO SEPTEMBER 1 TO JANUARY 31.

BIOLOGICAL MONITORING

THE CONTRACTOR SHALL RETAIN A QUALIFIED BIOLOGIST TO MONITOR CONSTRUCTION ACTIVITIES DAILY THROUGHOUT CONSTRUCTION. IF ITEMS OF NON-COMPLIANCE ARE IDENTIFIED, THE BIOLOGIST SHALL NOTIFY THE ON-SITE CONSTRUCTION SUPERINTENDENT IMMEDIATELY TO DISCUSS AND IMPLEMENT CORRECTIVE ACTIONS. ISSUES OF NON-COMPLIANCE THAT RESULT IN ADDITIONAL IMPACTS TO SENSITIVE BIOLOGICAL RESOURCES SHALL BE DOCUMENTED AND PROVIDED TO THE CITY WITHIN 72 HOURS OF IDENTIFICATION.

CULTURAL RESOURCES MONITORING

THE CONTRACTOR SHALL RETAIN A QUALIFIED ARCHAEOLOGIST AND A KUMEYAAY TRIBAL CULTURAL MONITOR TO MONITOR ALL GROUND DISTURBING ACTIVITY THROUGHOUT CONSTRUCTION AND IN ACCORDANCE WITH THE CULTURAL RESOURCES TREATMENT AND MONITORING PLAN (HELIX 2023). IF ITEMS OF NON-COMPLIANCE ARE IDENTIFIED, THE BIOLOGIST SHALL NOTIFY THE ON-SITE CONSTRUCTION SUPERINTENDENT IMMEDIATELY TO DISCUSS AND IMPLEMENT CORRECTIVE ACTIONS. ISSUES OF NON-COMPLIANCE THAT RESULT IN ADDITIONAL IMPACTS TO SENSITIVE BIOLOGICAL RESOURCES SHALL BE DOCUMENTED AND PROVIDED TO THE CITY WITHIN 72 HOURS OF IDENTIFICATION.

DUSTURBANCE FOOTPRINT

TO MINIMIZE TRAMPLING AND IMPACTS TO THE MARSH VEGETATION, CONSTRUCTION CREW AND INSTALLATION OF THE BOARDWALK FOOTING FOUNDATIONS SHALL BE NOT MORE THAN 5-FEET FROM THE FOUNDATION.

EROSION CONTROL RESTRICTION

THE CONTRACTOR SHALL NOT USE EROSION CONTROL MATERIALS CONTAINING SYNTHETIC (I.E., PLASTIC OR NYLON) MONOFILAMENT NETTING. GEOTEXTILES, FIBER ROLLS, AND ETC. SHALL BE MADE ON LOOSE WEAVE MESH SUCH AS JUTE, COCONUT FIBER, OR OTHER PRODUCTS WITHOUT WELDED WEAVES.

INVASIVE SPECIES REMOVAL

IF ANY HOTTENTOT-FIG OR ICEPLANT IS DISTURBED DURING THE PROJECT CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT ALL LOOSE PIECES ARE IMMEDIATELY REMOVED FROM THE SITE THROUGHOUT CONSTRUCTION.

POST CONSTRUCTION

CONSTRUCTION MATERIAL

THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION EQUIPMENT, INCLUDING TEMPORARY CONSTRUCTION ITEMS (TOOLS, FENCING, BMPS, ETC.) ARE REMOVED FROM THE PROJECT SITE WITHIN 5-DAYS FOLLOWING PROJECT CONSTRUCTION COMPLETION, UNLESS OTHERWISE AUTHORIZED BY THE CITY.

AGENCY REPORTING

THE CONTRACTOR (OR RETAINED QUALIFIED BIOLOGIST) SHALL SUBMIT A POST-PROJECT REPORT TO THE CITY AND CDFW WITHIN 30-DAYS OF CONSTRUCTION COMPLETION. THE REPORT SHALL INCLUDE A SUMMARY OF PROJECT COMPLIANCE, WITH DISCUSSION OF ANY NON-COMPLIANCE AND CORRECTIVE ACTIONS IF APPLICABLE.

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1" 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

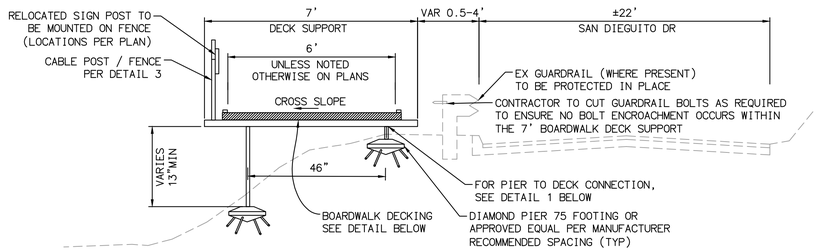
Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

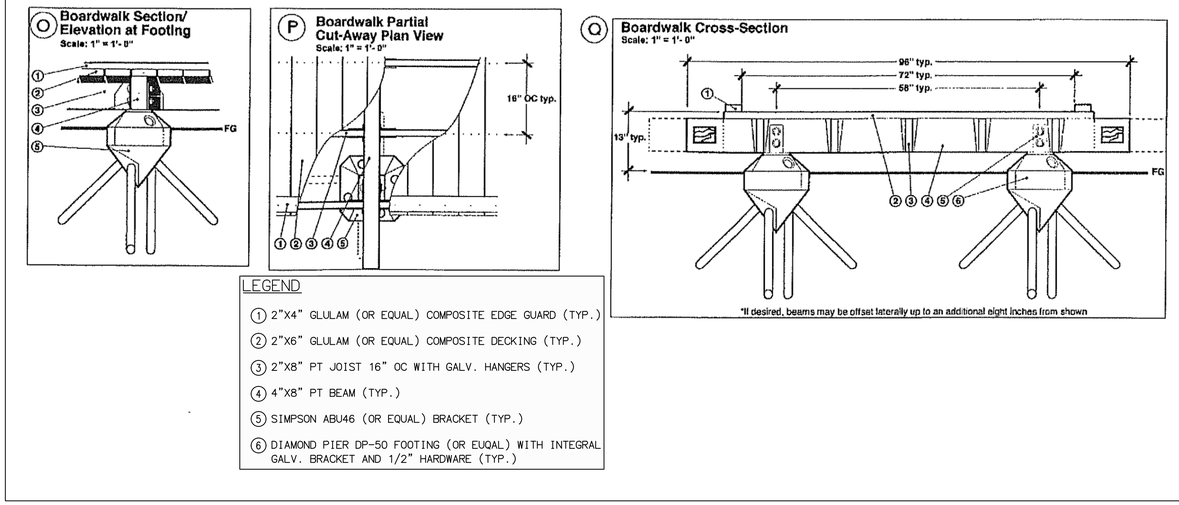
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
ENVIRONMENTAL NOTES

SHEET G-2
2 OF 29 SHEETS



TYPICAL BOARDWALK DECK SECTION

(BOARDWALK DECK ABOVE GRADE)
NOT TO SCALE



LEGEND

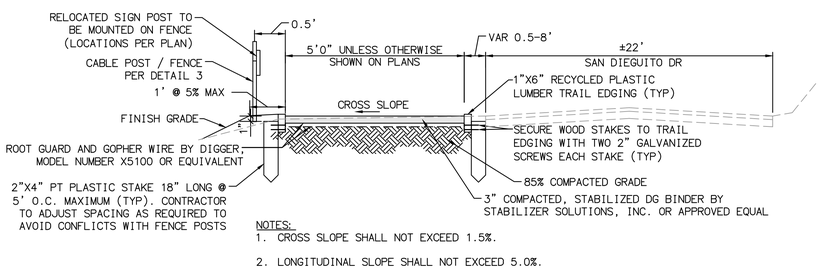
1. 2"X4" GLULAM (OR EQUAL) COMPOSITE EDGE GUARD (TYP.)
2. 2"X6" GLULAM (OR EQUAL) COMPOSITE DECKING (TYP.)
3. 2"X8" PT JOIST 16" OC WITH GALV. HANGERS (TYP.)
4. 4"X8" PT BEAM (TYP.)
5. SIMPSON ABU46 (OR EQUAL) BRACKET (TYP.)
6. DIAMOND PIER DP-50 FOOTING (OR EUQAL) WITH INTEGRAL GALV. BRACKET AND 1/2" HARDWARE (TYP.)

TYPICAL CANTILEVERED TRAIL/BOARDWALK SECTION

NOT TO SCALE

1 BOARDWALK PATH DETAIL

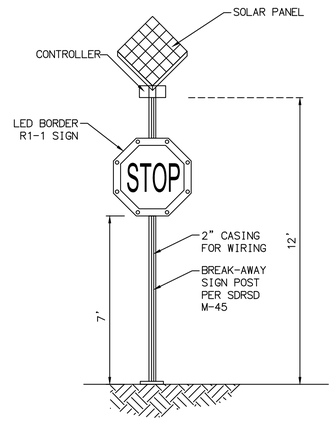
N.T.S.



NOTES:
1. CROSS SLOPE SHALL NOT EXCEED 1.5%.
2. LONGITUDINAL SLOPE SHALL NOT EXCEED 5.0%.

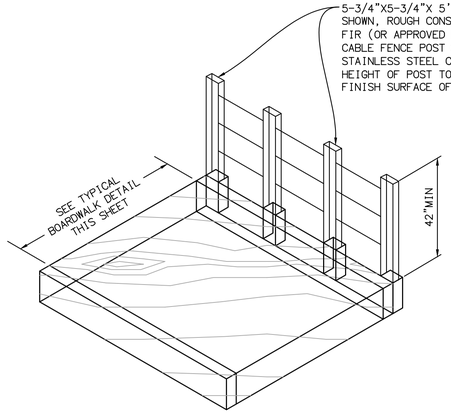
2 DG PATH DETAIL

N.T.S.

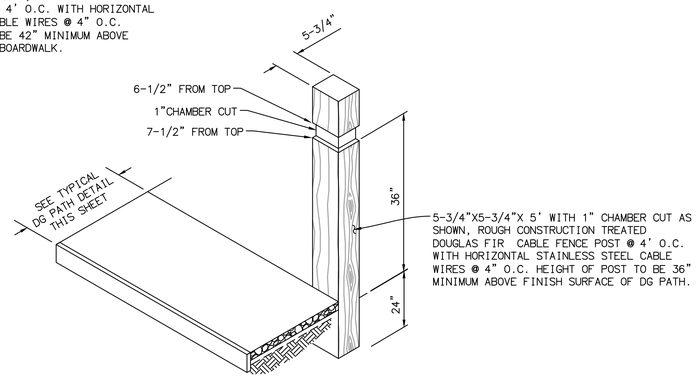


5 SOLAR POWERED LED SIGN

N.T.S.



BOARDWALK DECK SECTION

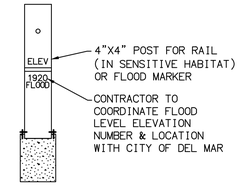


DG PATH SECTION

NOTES:
1. FENCE INSTALLATION ALONG BOARDWALK SHALL BE COORDINATED WITH DIAMOND PIER AND BOARDWALK MANUFACTURER AND INSTALLED PER MANUFACTURER RECOMMENDATIONS.
2. FENCE INSTALLATION ALONG DG PATH SHALL HAVE 5' POST BE EMBEDDED 24" INTO THE GROUND WITH 36" OF POST ABOVE THE FINISH GRADE

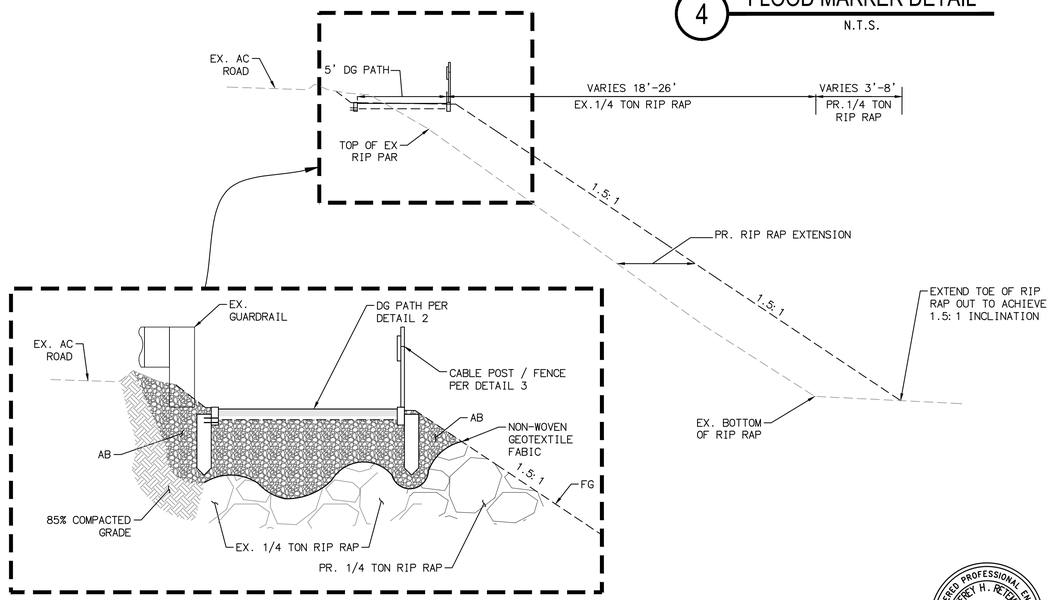
3 CABLE POST FENCE DETAIL

N.T.S.



4 FLOOD MARKER DETAIL

N.T.S.



6 DG PATH ABOVE RIPRAP DETAIL

N.T.S.

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

LEGEND & DETAILS

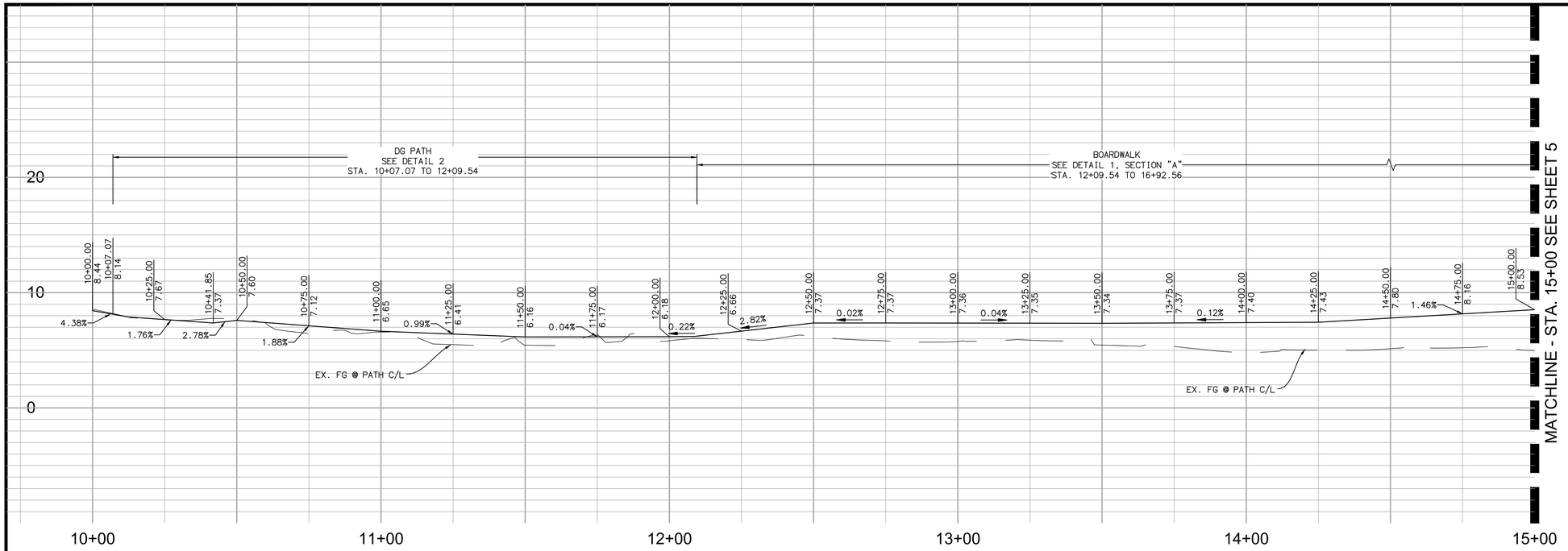
SHEET G-3

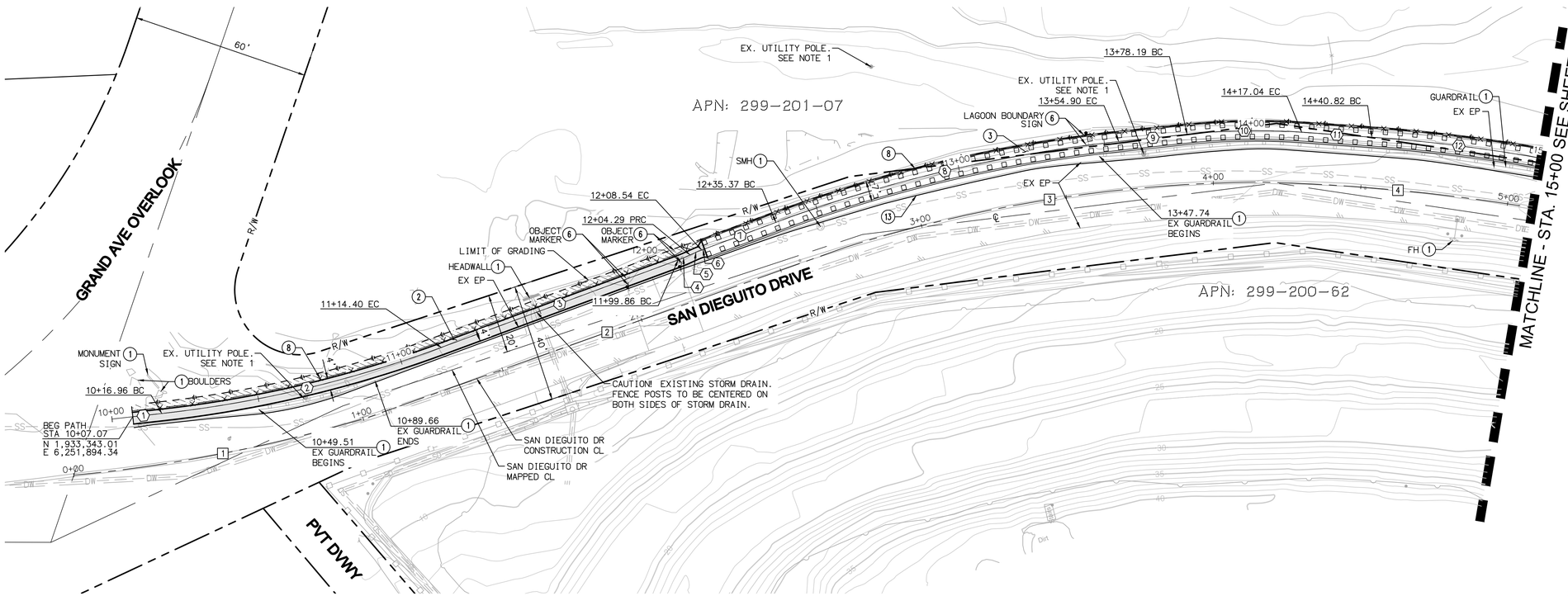
3 OF 29 SHEETS

ORIGINAL SCALE: 0 1 2 3 4 INCHES

RIVER PATH - PHASE 3

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'





NOTES

1. ALL CONFLICTING SDG&E AND CITY UTILITY POLES AND OVERHEAD WIRES TO BE REMOVED BY OTHERS PER SEPARATE PLAN PRIOR TO CONSTRUCTION.
2. ALL PROPOSED GRADING FOR THE PATH IMPROVEMENTS SHALL BE COORDINATED IN THE FIELD WITH THE RESTORATION SPECIALIST FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. NEW TRAIL TO BE SECURED FULLY DURING CONSTRUCTION, UNTIL ACCEPTANCE.
4. CONTRACTOR TO CLEAR AND GRUB ANY CONFLICTING BRUSH AND PLANTING WITHIN THE LIMITS OF THE BOARDWALK AND DG PATH.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) INSTALL DG PATH PER DETAIL 2 ON SHEET 2.
(3) INSTALL BOARDWALK PATH WITH DIAMOND PIER (OR APPROVED EQUAL) FOOTINGS PER DETAIL 1 ON SHEET 2.
(6) RELOCATE EXISTING SIGN AND POST AS SHOWN ON PLAN.
(8) INSTALL CABLE POST/FENCE PER DETAIL 3.
(13) INSTALL 6" WHITE EDGELINE AT THE EXISTING EDGE OF PAVEMENT PER CALTRANS STD. PLAN A20B, DETAIL 27B.

CONSTRUCTION STREET C/L DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	11°25'03"	511.81'	101.99'	SAN DIEGUITO CONST. C/L
2	N 57°30'24" W	--	171.23'	SAN DIEGUITO CONST. C/L
3	16°49'27"	483.99'	142.12'	SAN DIEGUITO CONST. C/L
4	08°05'50"	668.74'	94.51'	SAN DIEGUITO CONST. C/L

PATH CL DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N 44°12'30" W	--	9.89	--	DG PATH
2	13°57'29"	400.00'	97.45'	48.97'	DG PATH
3	N 58°09'59" W	--	85.46'	--	DG PATH
4	05°04'24"	50.00'	4.43'	2.22'	DG PATH
5	04°52'36"	50.00'	4.26'	2.13'	DG PATH
6	N 58°21'47" W	--	1.00'	--	DG PATH
7	N 58°21'47" W	--	25.82'	--	BOARDWALK PATH
8	14°25'08"	475.00'	119.54'	60.09'	BOARDWALK PATH
9	N 43°56'39" W	--	23.29'	--	BOARDWALK PATH
10	10°07'05"	220.00'	38.85'	19.48'	BOARDWALK PATH
11	N 33°49'34" W	--	23.78'	--	BOARDWALK PATH
12	06°09'52"	550.00'	59.17'	29.62'	BOARDWALK PATH

SCALE 1"=20'
20 10 0 20 40 60
SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED: AV | DRAWN: AV | CHECKED: GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

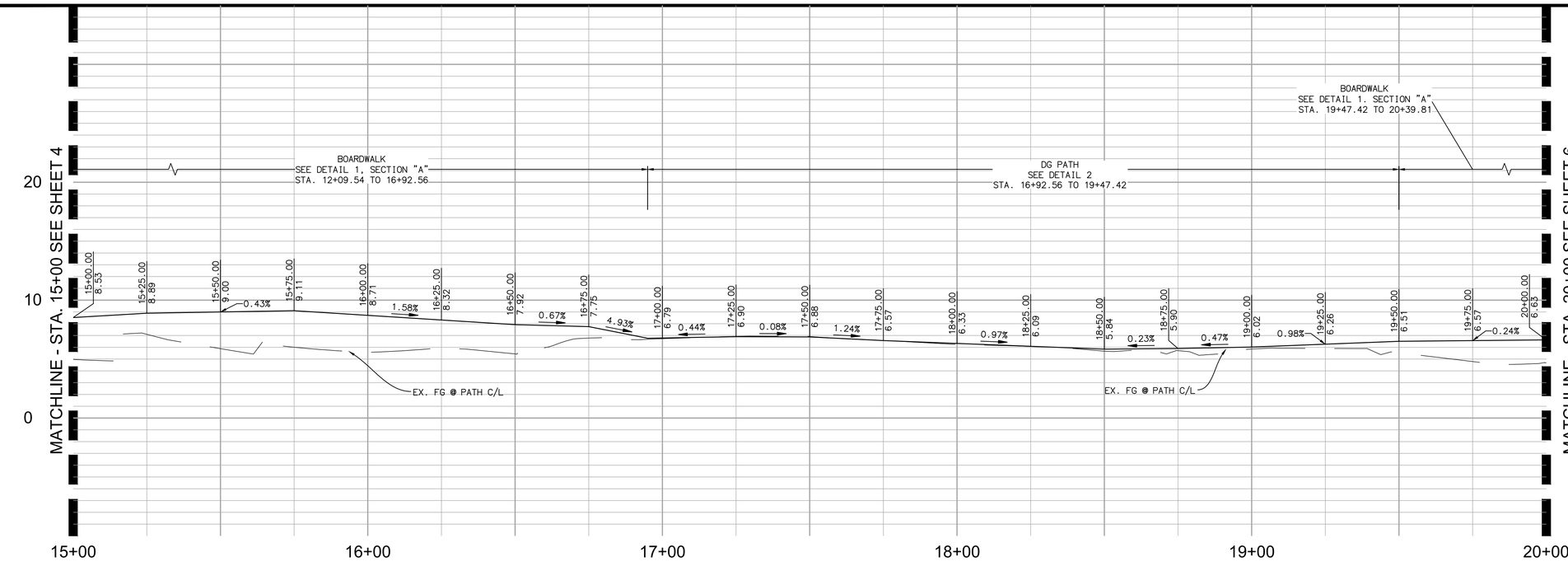
APPROVED
JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

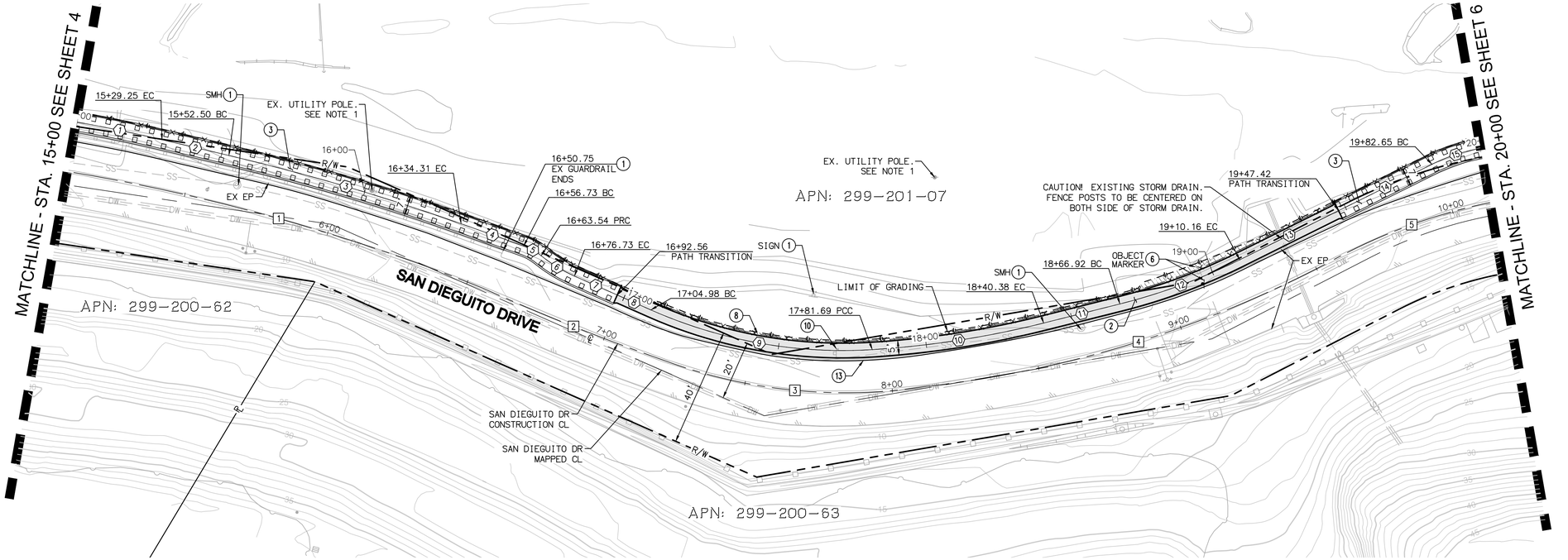
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
IMPROVEMENT PLAN & PROFILE

SHEET C-1
4 OF 29 SHEETS

RIVER PATH - PHASE 3

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'





NOTES

1. ALL CONFLICTING SDG&E AND CITY UTILITY POLES AND OVERHEAD WIRES TO BE REMOVED BY OTHERS PER SEPARATE PLAN PRIOR TO CONSTRUCTION.
2. ALL PROPOSED GRADING FOR THE PATH IMPROVEMENTS SHALL BE COORDINATED IN THE FIELD WITH THE RESTORATION SPECIALIST FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. NEW TRAIL TO BE SECURED FULLY DURING CONSTRUCTION, UNTIL ACCEPTANCE.
4. CONTRACTOR TO CLEAR AND GRUB ANY CONFLICTING BRUSH AND PLANTING WITHIN THE LIMITS OF THE BOARDWALK AND DG PATH.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) INSTALL DG PATH PER DETAIL 2 ON SHEET 2.
(3) INSTALL BOARDWALK PATH WITH DIAMOND PIER (OR APPROVED EQUAL) FOOTINGS PER DETAIL 1 ON SHEET 2.
(6) RELOCATE EXISTING SIGN AND POST AS SHOWN ON PLAN.
(8) INSTALL CABLE POST/FENCE PER DETAIL 3.
(10) REMOVE AND SALVAGE EX NO PARKING SIGN
(13) INSTALL 6" WHITE EDGELINE AT THE EXISTING EDGE OF PAVEMENT PER CALTRANS STD. PLAN A20B, DETAIL 27B.

CONSTRUCTION STREET C/L DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	12°29'01"	668.74'	145.71'	SAN DIEGUITO CONST. C/L
2	04°44'34"	805.41'	66.67'	SAN DIEGUITO CONST. C/L
3	29°07'56"	176.24'	89.61'	SAN DIEGUITO CONST. C/L
4	22°00'31"	380.42'	146.13'	SAN DIEGUITO CONST. C/L
5	16°20'19"	192.96'	55.02'	SAN DIEGUITO CONST. C/L

PATH CENTERLINE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	03°02'50"	550.00'	29.25'	14.63'	BOARDWALK PATH
2	N 24°36'52" W	---	23.24'	---	BOARDWALK PATH
3	06°15'00"	750.00'	81.81'	40.95'	BOARDWALK PATH
4	N 18°21'52" W	---	22.42'	---	BOARDWALK PATH
5	19°30'21"	20.00'	6.81'	3.44'	BOARDWALK PATH
6	15°07'10"	50.00'	13.19'	6.64'	BOARDWALK PATH
7	N13°58'41"W	---	15.82'	---	BOARDWALK PATH
8	N13°58'41"W	---	12.43'	---	DG PATH
9	27°28'05"	160.00'	76.71'	39.10'	DG PATH
10	10°30'29"	320.00'	58.69'	29.43'	DG PATH
11	N 51°57'15" W	---	26.54'	---	DG PATH
12	12°21'25"	200.50'	43.24'	21.71'	DG PATH
13	N 64°18'40" W	---	37.26'	---	DG PATH
14	N 64°18'40" W	---	35.22'	---	BOARDWALK PATH
15	16°34'17"	60.00'	17.35'	8.74'	BOARDWALK PATH

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED: AV | DRAWN: AV | CHECKED: GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

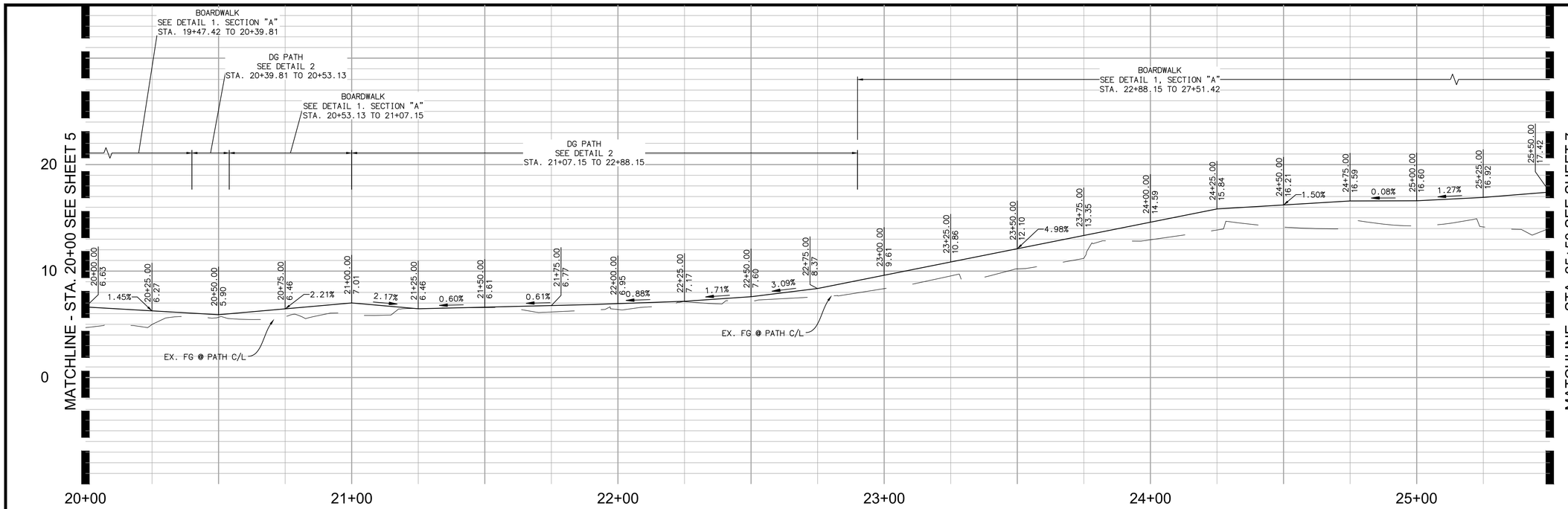
IMPROVEMENT PLAN & PROFILE

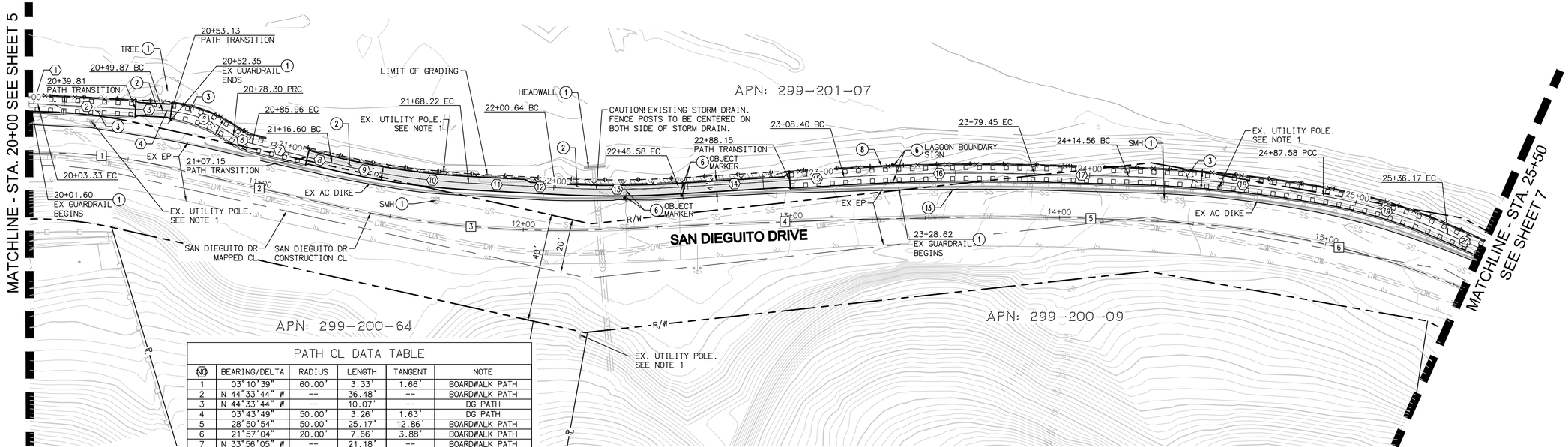
SHEET C-2

5 OF 29 SHEETS

RIVER PATH - PHASE 3

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'





NOTES

1. ALL CONFLICTING SDG&E AND CITY UTILITY POLES AND OVERHEAD WIRES TO BE REMOVED BY OTHERS PER SEPARATE PLAN PRIOR TO CONSTRUCTION.
2. ALL PROPOSED GRADING FOR THE PATH IMPROVEMENTS SHALL BE COORDINATED IN THE FIELD WITH THE RESTORATION SPECIALIST FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. NEW TRAIL TO BE SECURED FULLY DURING CONSTRUCTION, UNTIL ACCEPTANCE.
4. CONTRACTOR TO CLEAR AND GRUB ANY CONFLICTING BRUSH AND PLANTING WITHIN THE LIMITS OF THE BOARDWALK AND DG PATH.

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) INSTALL DG PATH PER DETAIL 2 ON SHEET 2.
(3) INSTALL BOARDWALK PATH WITH DIAMOND PIER (OR APPROVED EQUAL) FOOTINGS PER DETAIL 1 ON SHEET 2.
(6) RELOCATE EXISTING SIGN AND POST AS SHOWN ON PLAN.
(8) INSTALL CABLE POST/FENCE PER DETAIL 3.
(13) INSTALL 6" WHITE EDGELINE AT THE EXISTING EDGE OF PAVEMENT PER CALTRANS STD. PLAN A20B, DETAIL 27B.

PATH CL DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	03°10'39"	60.00'	3.33'	1.66'	BOARDWALK PATH
2	N 44°33'44" W	--	36.48'	--	BOARDWALK PATH
3	N 44°33'44" W	--	10.07'	--	DG PATH
4	03°43'49"	50.00'	3.26'	1.63'	DG PATH
5	28°50'54"	50.00'	25.17'	12.86'	BOARDWALK PATH
6	21°57'04"	20.00'	7.66'	3.88'	BOARDWALK PATH
7	N 33°56'05" W	--	21.18'	--	BOARDWALK PATH
8	N 33°56'05" W	--	9.45'	--	DG PATH
9	05°02'27"	280.00'	24.63'	12.33'	DG PATH
10	05°31'14"	280.00'	26.98'	13.50'	DG PATH
11	N 44°29'46" W	--	20.93'	--	DG PATH
12	N 44°29'46" W	--	11.50'	--	DG PATH
13	06°34'47"	400.00'	45.94'	22.99'	DG PATH
14	N 51°04'33" W	--	41.57'	--	DG PATH
15	N 51°04'33" W	--	20.25'	--	BOARDWALK PATH
16	05°05'20"	800.00'	71.05'	35.55'	BOARDWALK PATH
17	N 45°59'13" W	--	35.11'	--	BOARDWALK PATH
18	08°21'34"	500.50'	73.02'	36.58'	BOARDWALK PATH
19	13°53'00"	200.50'	48.58'	24.41'	BOARDWALK PATH
20	N 23°44'39" W	--	13.83'	--	BOARDWALK PATH

CONSTRUCTION STREET C/L DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	16°04'49"	192.96'	54.15'	SAN DIEGUITO CONST. C/L
2	N 34°35'01" W	--	65.97'	SAN DIEGUITO CONST. C/L
3	13°34'00"	399.92'	94.69'	SAN DIEGUITO CONST. C/L
4	02°27'58"	3246.56'	139.74'	SAN DIEGUITO CONST. C/L
5	04°57'50"	1019.82'	88.35'	SAN DIEGUITO CONST. C/L
6	16°54'28"	333.38'	98.38'	SAN DIEGUITO CONST. C/L

SCALE 1"=20'

20 10 0 20 40 60
SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED: AV | DRAWN: AV | CHECKED: GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

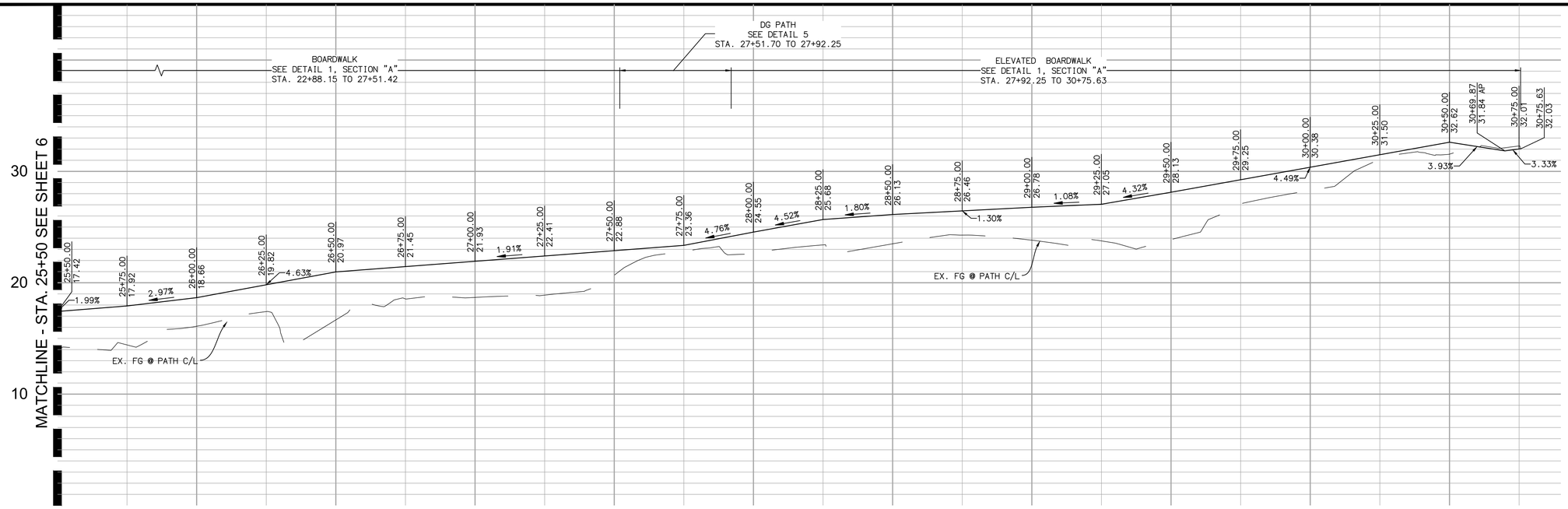
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
IMPROVEMENT PLAN & PROFILE

SHEET C-3
6 OF 29 SHEETS

ORIGINAL SCALE: 0 1 2 3 4 INCHES

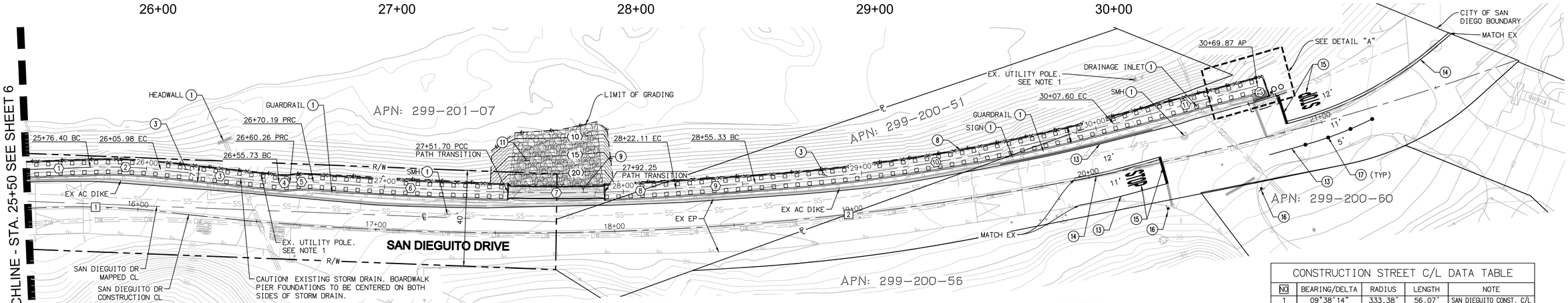
RIVER PATH - PHASE 3

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'



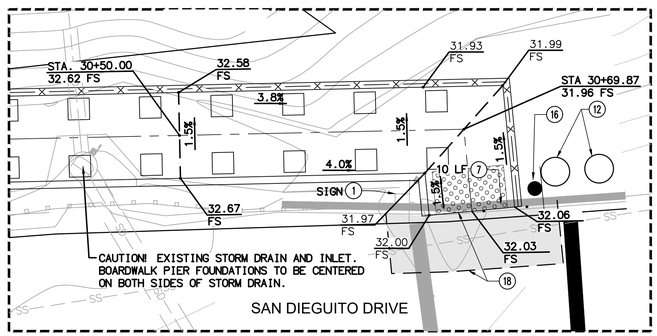
CONSTRUCTION NOTES

1. PROTECT IN PLACE.
3. INSTALL BOARDWALK PATH WITH DIAMOND PIER (OR APPROVED EQUAL) FOOTINGS PER DETAIL 1 ON SHEET 2.
7. REMOVE EXISTING AC DIKE.
8. INSTALL CABLE POST/FENCE PER DETAIL 3.
9. INSTALL DG PATH PATH OVER AB AND NON-WOVEN GEOTEXTILE FABRIC. SEE DETAIL 6 ON SHEET 2.
11. INSTALL 1/4-TON RIP RAP BACKFILL. SEE DETAIL 6 ON SHEET 2.
12. CLEAR AND GRUB AREA FOR FUTURE TRASH RECEPTACLES TO BE INSALLED BY CITY FORCES.
13. INSTALL 6" WHITE EDGELINE AT THE EXISTING EDGE OF PAVEMENT PER CALTRANS STD. PLAN A20B, DETAIL 27B.
14. INSTALL DOUBLE YELLOW CENTERLINE PER CALTRANS STD. PLAN A20A, DETAIL 22. REMOVE CONFLICTING STRIPING.
15. INSTALL 12" WHITE STOP LINE AND "STOP" LEGEND PER CALTRANS STD. PLAN A24D AND A26G. REMOVE CONFLICTING STRIPING.
16. FURINISH AND INSTALL CARMANAH (OR APPROVED EQUAL) FLASHING LED STOP SIGN PER DETAIL 5 ON SHEET 2.
17. FURNISH AND INSTALL IMPACT RECOVERY SYSTEM (OR APPROVED EQUAL) BIKE LANE DELINEATOR WITH CURBING SYSTEM. SPACING 10' O.C. AS SHOWN ON PLAN.
18. REMOVE AND REPLACE EXISTING PAVEMENT (MATCH EX DEPTH) AS SHOWN ON PLAN FOR RAMP CONNECTION. INSTALL 5'X3' TRUNCATED DOMES PER SDRSD G-30.



PATH CL DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N 23°44'39" W	--	26.40'	--	BOARDWALK PATH
2	08°27'03"	200.50'	29.57'	14.81'	BOARDWALK PATH
3	N 15°17'36" W	--	49.76'	--	BOARDWALK PATH
4	13°17'46"	19.50'	4.53'	2.27'	BOARDWALK PATH
5	11°16'02"	50.50'	9.93'	4.98'	BOARDWALK PATH
6	02°35'41"	1800.00'	81.52'	40.76'	BOARDWALK PATH
7	03°12'16"	725.00'	40.55'		DG PATH
8	02°21'37"	725.00'	29.87'		BOARDWALK PATH
9	N 25°28'54" W	--	33.21'		BOARDWALK PATH
10	10°54'46"	799.50'	152.28'	76.37'	BOARDWALK PATH
11	N36°23'40"W	--	62.27'	--	BOARDWALK PATH
12	N49°16'27"E	--	5.75'	--	BOARDWALK PATH



DETAIL "A"

NOTES

1. ALL CONFLICTING SDG&E AND CITY UTILITY POLES AND OVERHEAD WIRES TO BE REMOVED BY OTHERS PER SEPARATE PLAN PRIOR TO CONSTRUCTION.
2. ALL PROPOSED GRADING FOR THE PATH IMPROVEMENTS SHALL BE COORDINATED IN THE FIELD WITH THE RESTORATION SPECIALIST FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. NEW TRAIL TO BE SECURED FULLY DURING CONSTRUCTION, UNTIL ACCEPTANCE.
4. CONTRACTOR TO CLEAR AND GRUB ANY CONFLICTING BRUSH AND PLANTING WITHIN THE LIMITS OF THE BOARDWALK AND DG PATH.

SCALE 1"=5'

CONSTRUCTION STREET C/L DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	09°38'14"	333.38'	56.07'	SAN DIEGUITO CONST. C/L
2	26°27'21"	1246.72'	575.66'	SAN DIEGUITO CONST. C/L

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED: AV | DRAWN: AV | CHECKED: GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

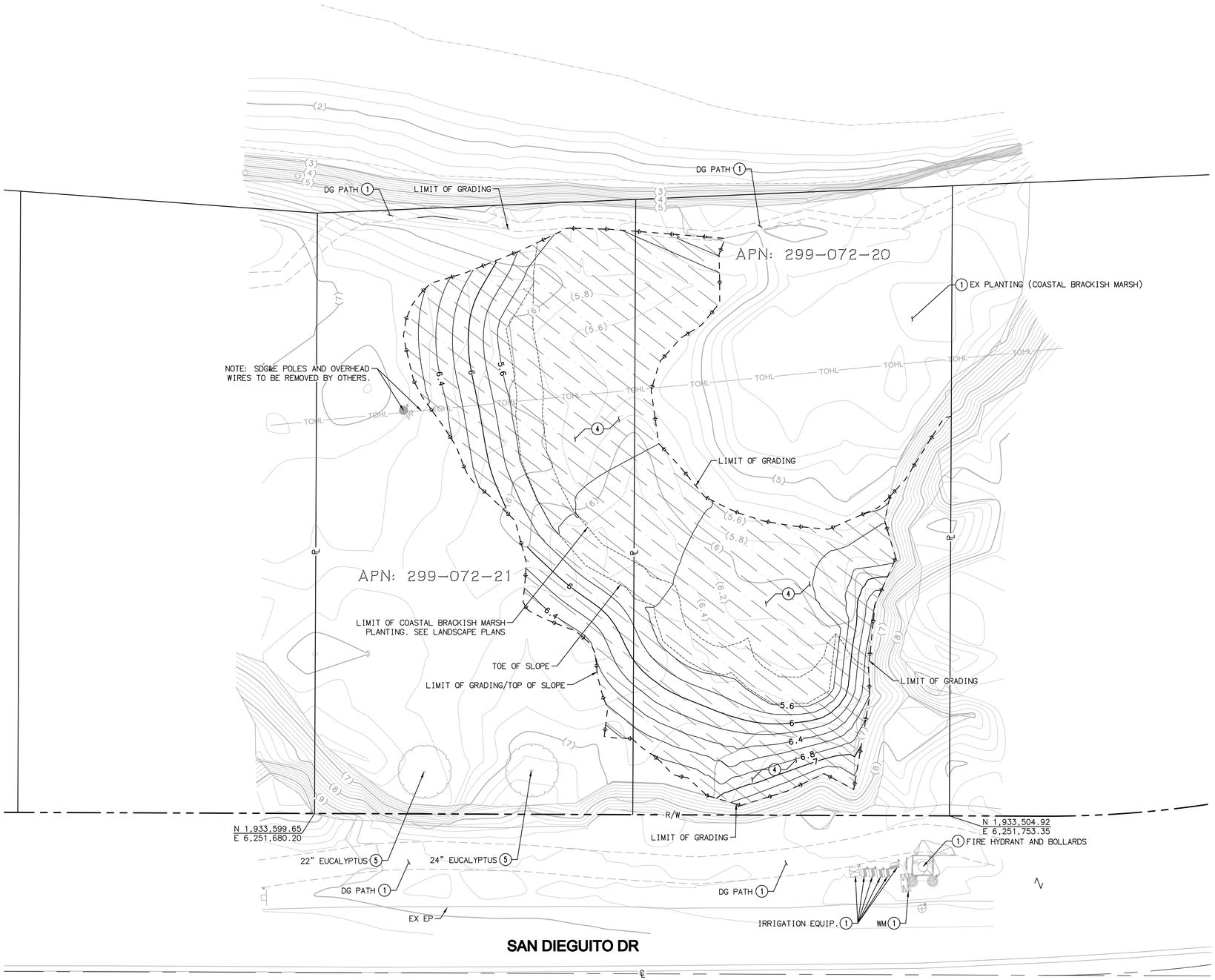
Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
IMPROVEMENT PLAN & PROFILE

SHEET C-4
7 OF 29 SHEETS



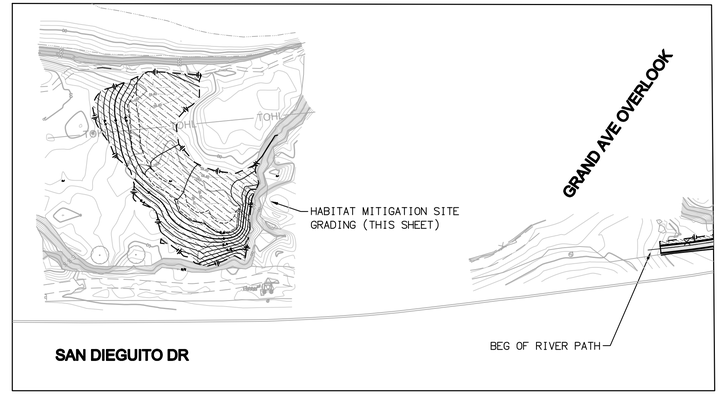
SCALE 1"=10'

10 5 0 10 20 30

SCALE: 1"=10'

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
4. CLEAR AND GRUB EXISTING PLANTING.
5. REMOVE EXISTING TREE.



VICINITY MAP
SCALE: 1"=40'

RESTORATION SITE GRADING NOTES

1. SDGE POLES AND OVERHEAD WIRES TO BE REMOVED BY OTHERS PRIOR TO CONSTRUCTION.
2. ALL PROPOSED GRADING FOR THE RESTORATION SITE SHALL BE COORDINATED IN THE FIELD WITH THE RESTORATION SPECIALIST FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. SEE PLANTING AND IRRIGATION PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS AT THE RESTORATION SITE.
4. HABITAT RESTORATION - CONTRACTOR SHALL ENSURE THAT ALL HABITAT RESTORATION ACTIVITIES (INCLUDING MONITORING AND REPORTING) WITHIN THE MITIGATION PARCEL AND ADJACENT TO THE TRAIL PATH ARE IMPLEMENTED AND COMPLETED IN ACCORDANCE WITH THE HABITAT MITIGATION AND MONITORING PLAN (HELIX 2023) AS WELL AS THE LANDSCAPE PLANS AND SPECIFICATIONS (SWA 2023) FOR THE PROJECT.

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

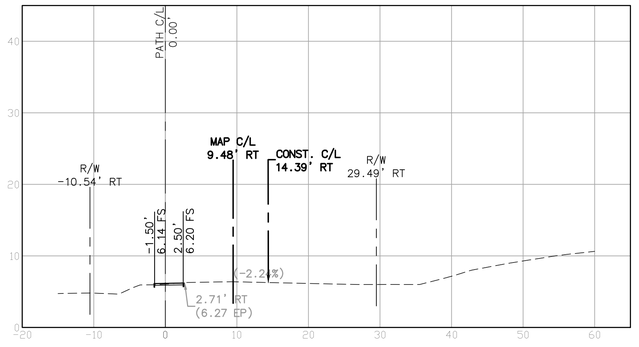
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

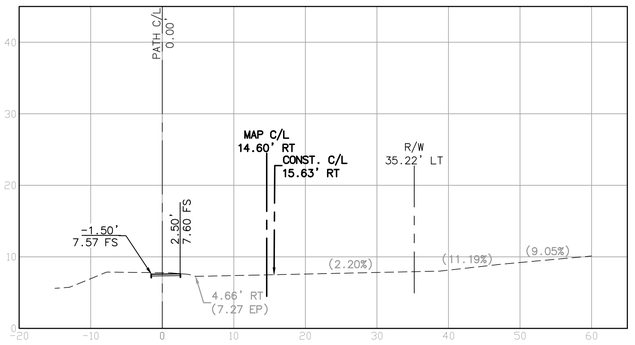
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
GRADING PLAN

SHEET C-5
8 OF 29 SHEETS

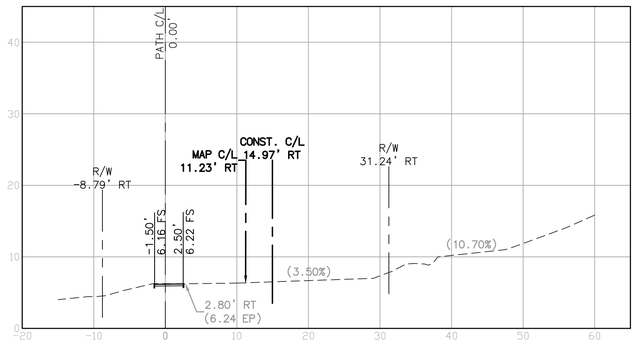
STA. 11+50.00
SCALE: 1"=10' V
1"=10' H



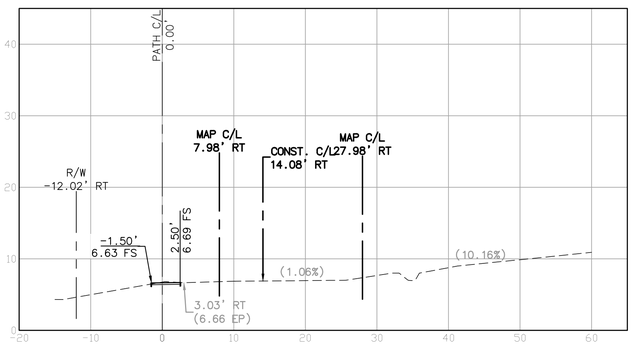
STA. 10+50.00
SCALE: 1"=10' V
1"=10' H



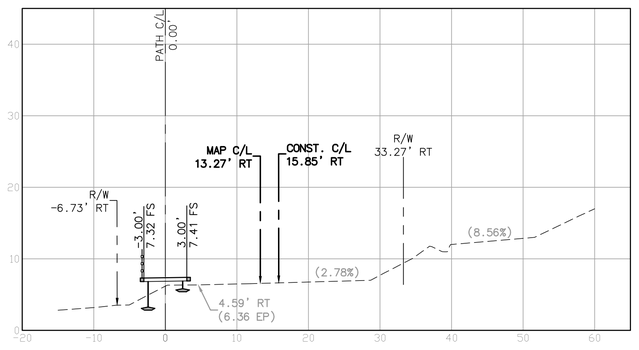
STA. 12+00.00
SCALE: 1"=10' V
1"=10' H



STA. 11+00.00
SCALE: 1"=10' V
1"=10' H



STA. 12+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

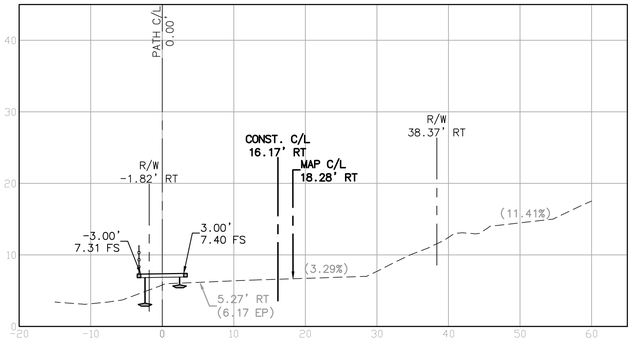
APPROVED
JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

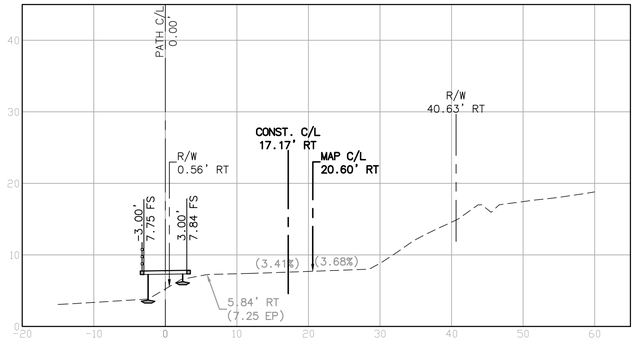
SHEET C-6
9 OF 29 SHEETS

ORIGINAL SCALE: 0 1" INCHES 2 3 4

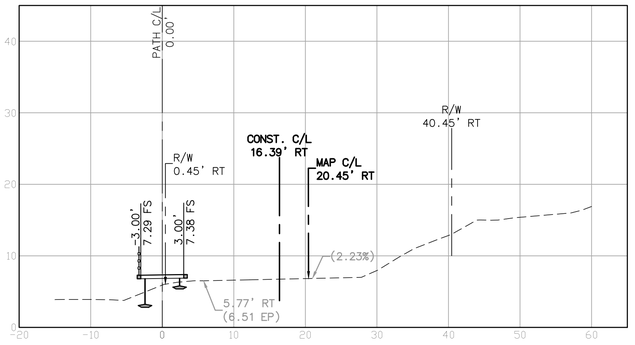
STA. 13+00.00
SCALE: 1"=10' V
1"=10' H



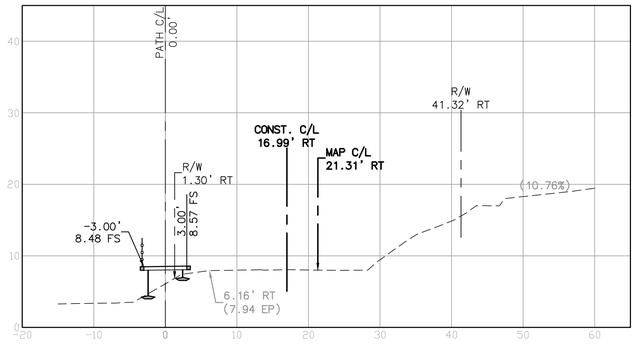
STA. 14+50.00
SCALE: 1"=10' V
1"=10' H



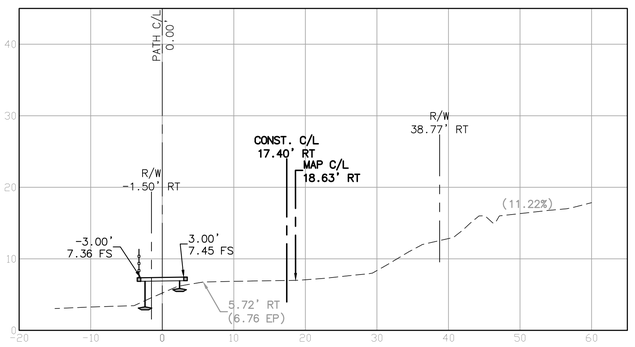
STA. 13+50.00
SCALE: 1"=10' V
1"=10' H



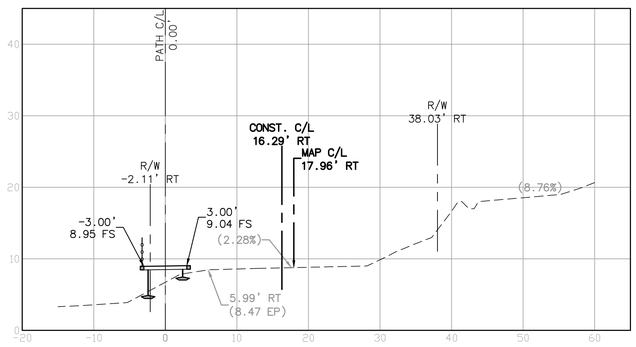
STA. 15+00.00
SCALE: 1"=10' V
1"=10' H



STA. 14+00.00
SCALE: 1"=10' V
1"=10' H



STA. 15+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1" INCHES 2 3 4

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

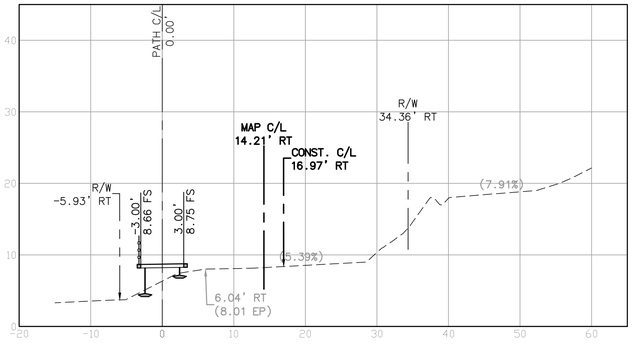
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

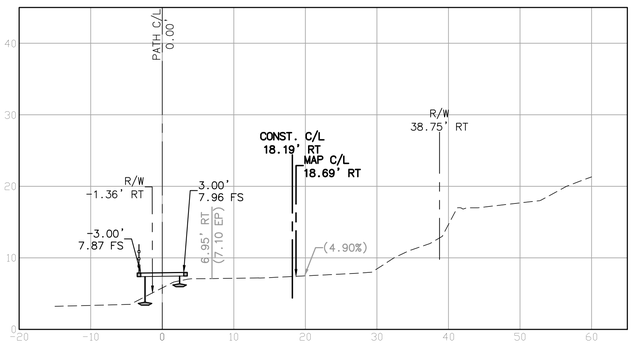
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

SHEET C-7
10 OF 29 SHEETS

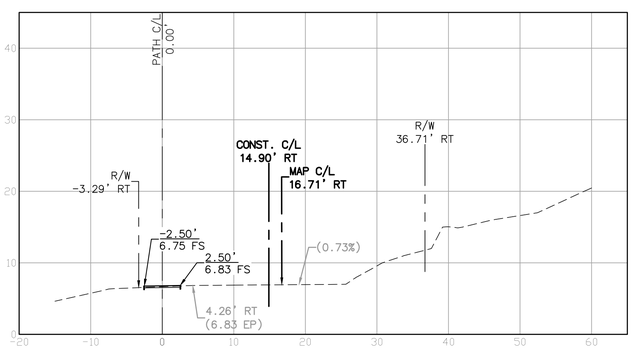
STA. 16+00.00
SCALE: 1"=10' V
1"=10' H



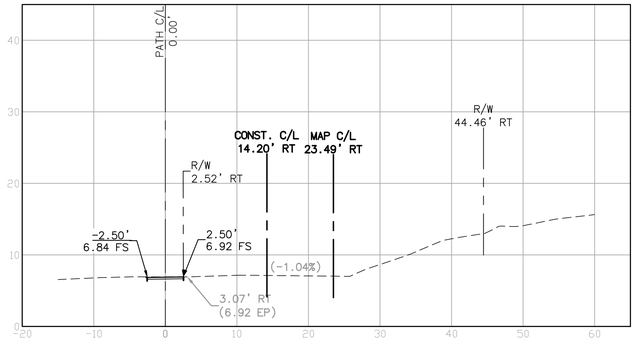
STA. 16+50.00
SCALE: 1"=10' V
1"=10' H



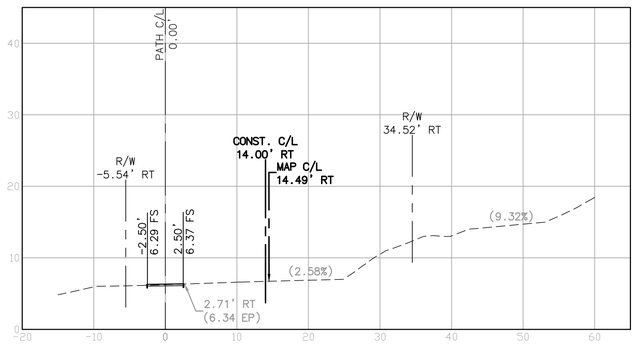
STA. 17+00.00
SCALE: 1"=10' V
1"=10' H



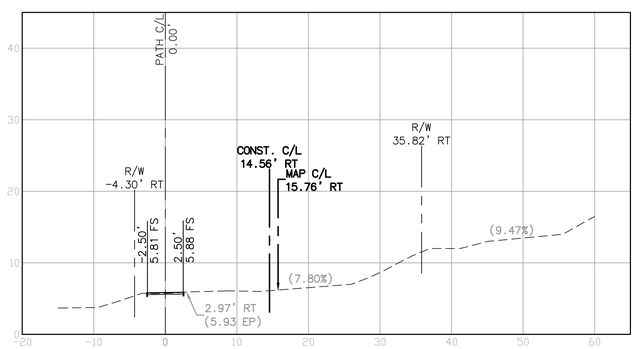
STA. 17+50.00
SCALE: 1"=10' V
1"=10' H



STA. 18+00.00
SCALE: 1"=10' V
1"=10' H



STA. 18+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

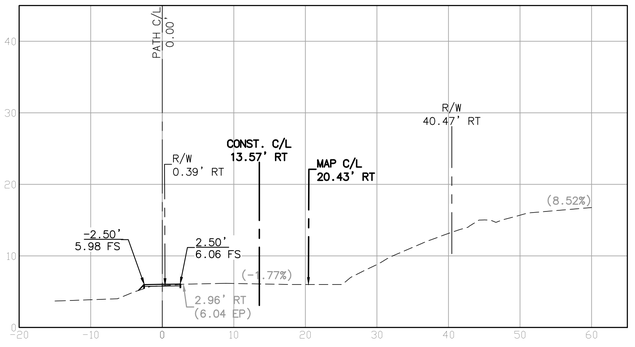
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

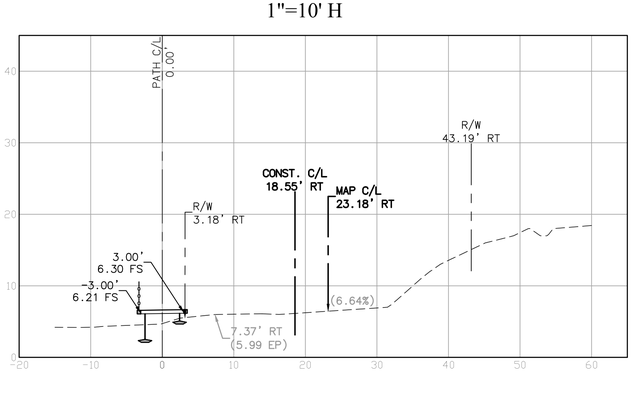
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

SHEET C-8
11 OF 29 SHEETS

STA. 19+00.00
SCALE: 1"=10' V
1"=10' H

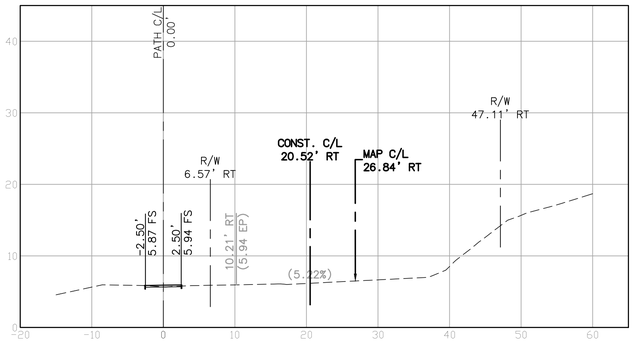


STA. 20+00.00
SCALE: 1"=10' V
1"=10' H

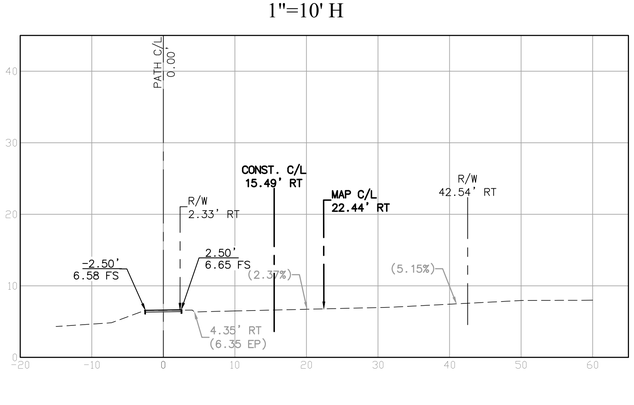


STA. 19+50.00
SCALE: 1"=10' V
1"=10' H

STA. 20+50.00
SCALE: 1"=10' V
1"=10' H



STA. 21+00.00
SCALE: 1"=10' V
1"=10' H



STA. 21+50.00
SCALE: 1"=10' V
1"=10' H

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

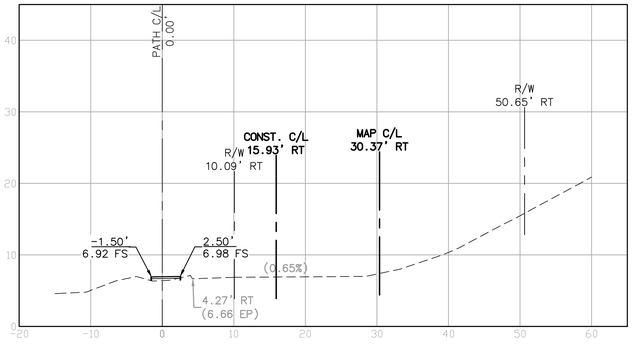
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

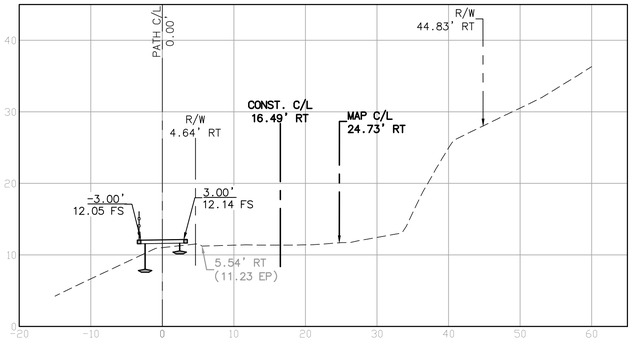
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

SHEET C-9
12 OF 29 SHEETS

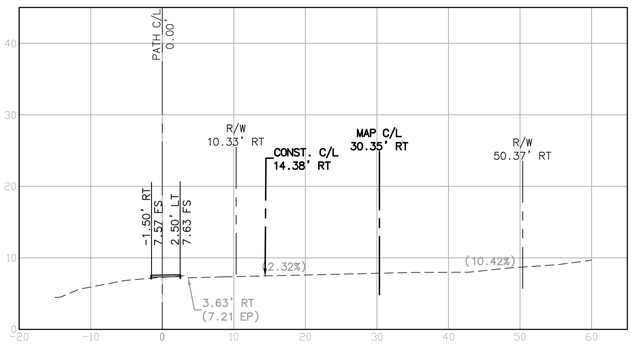
STA. 22+00.00
SCALE: 1"=10' V
1"=10' H



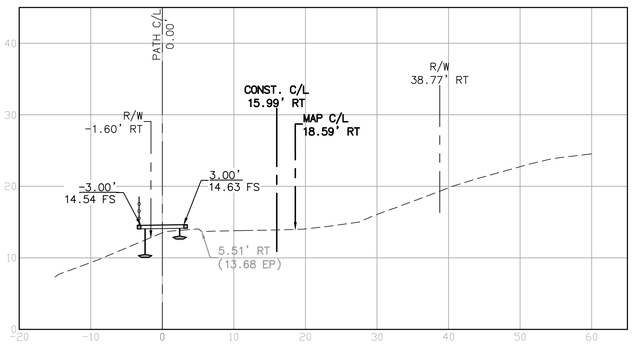
STA. 23+50.00
SCALE: 1"=10' V
1"=10' H



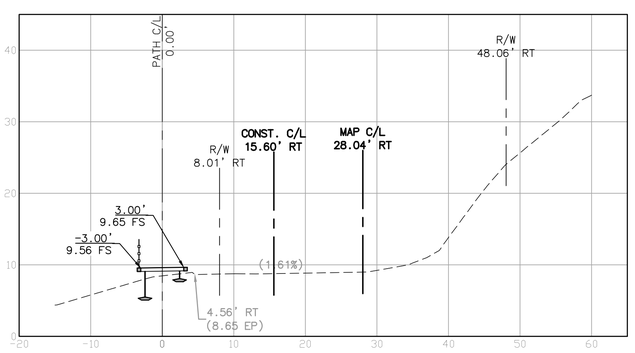
STA. 22+50.00
SCALE: 1"=10' V
1"=10' H



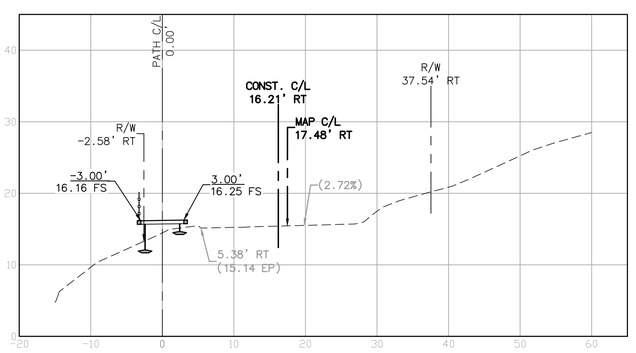
STA. 24+00.00
SCALE: 1"=10' V
1"=10' H



STA. 23+00.00
SCALE: 1"=10' V
1"=10' H



STA. 24+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

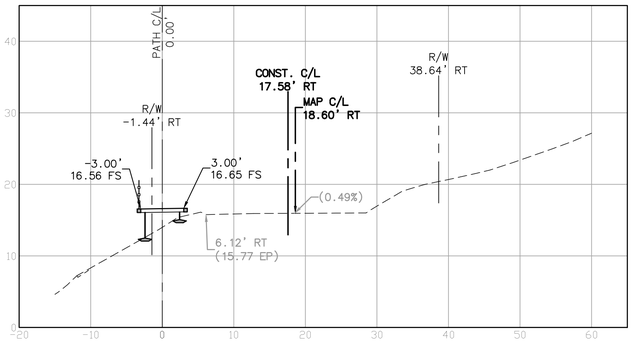
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

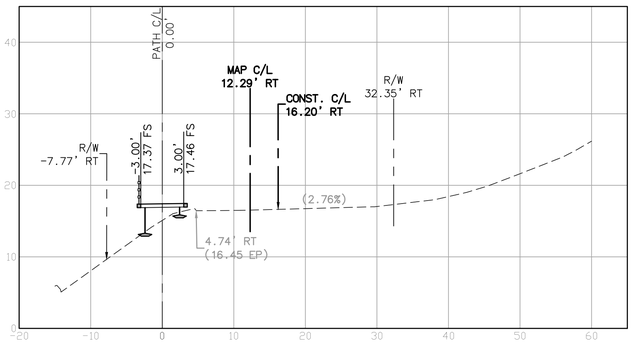
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

SHEET C-10
13 OF 29 SHEETS

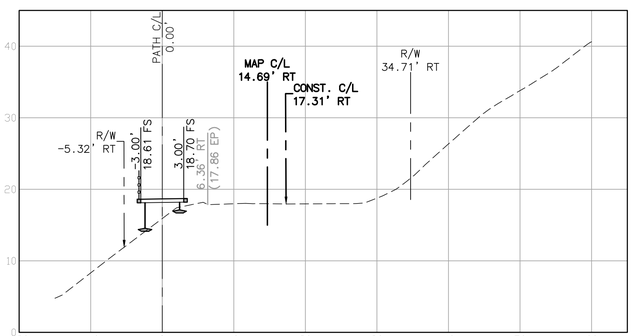
STA. 25+00.00
SCALE: 1"=10' V
1"=10' H



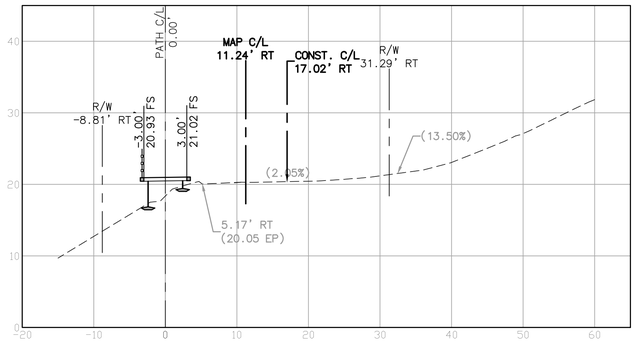
STA. 25+50.00
SCALE: 1"=10' V
1"=10' H



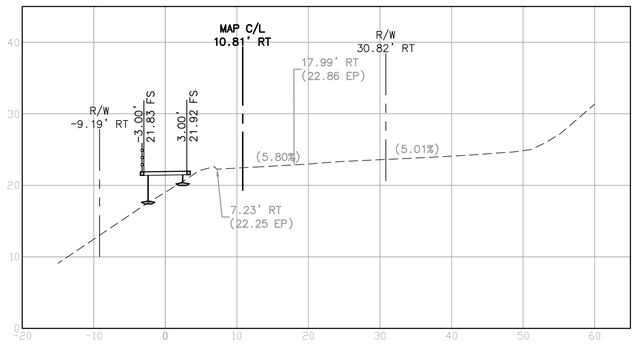
STA. 26+00.00
SCALE: 1"=10' V
1"=10' H



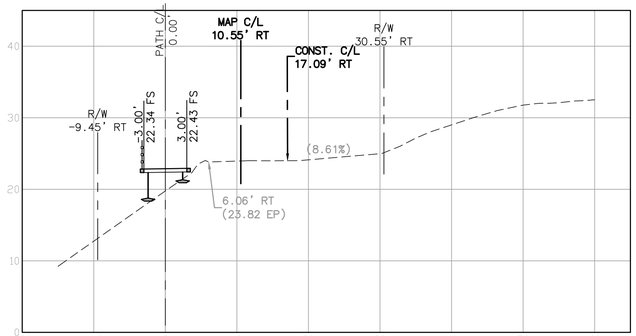
STA. 26+50.00
SCALE: 1"=10' V
1"=10' H



STA. 27+00.00
SCALE: 1"=10' V
1"=10' H



STA. 27+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

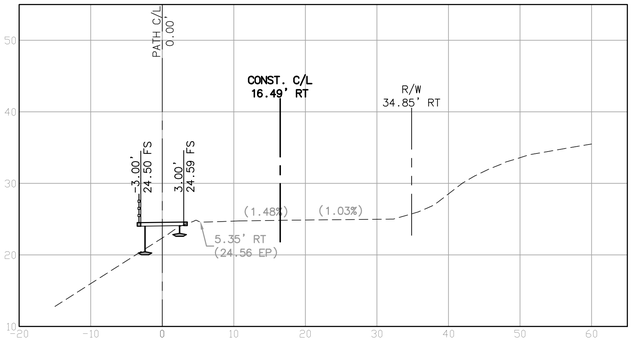
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

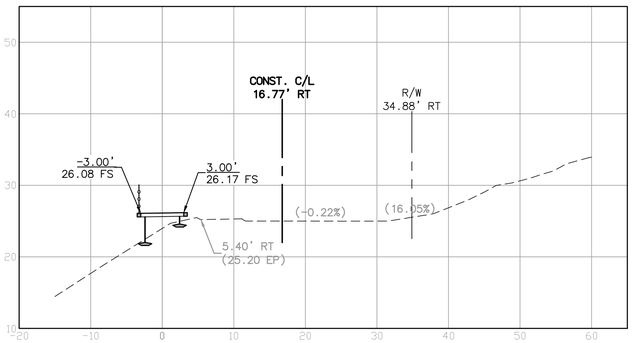
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

SHEET C-11
14 OF 29 SHEETS

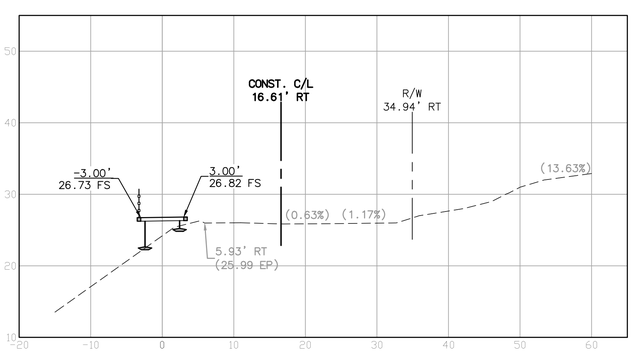
STA. 28+00.00
SCALE: 1"=10' V
1"=10' H



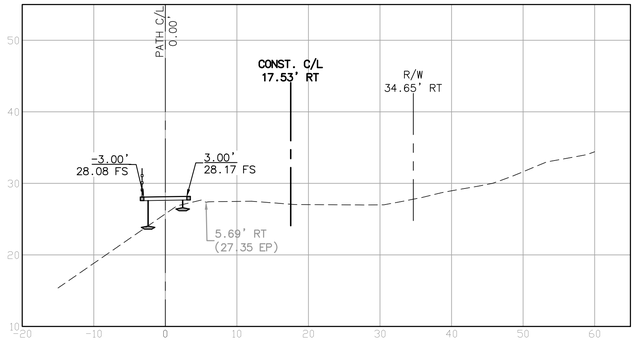
STA. 28+50.00
SCALE: 1"=10' V
1"=10' H



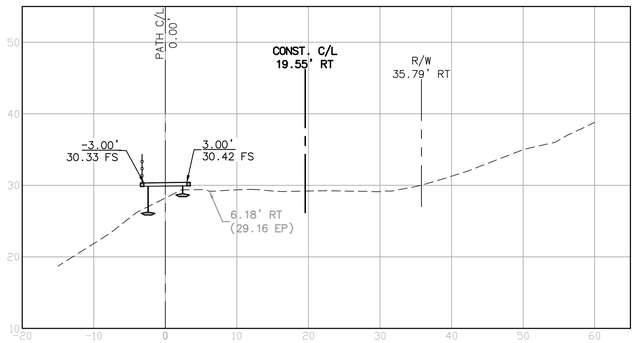
STA. 29+00.00
SCALE: 1"=10' V
1"=10' H



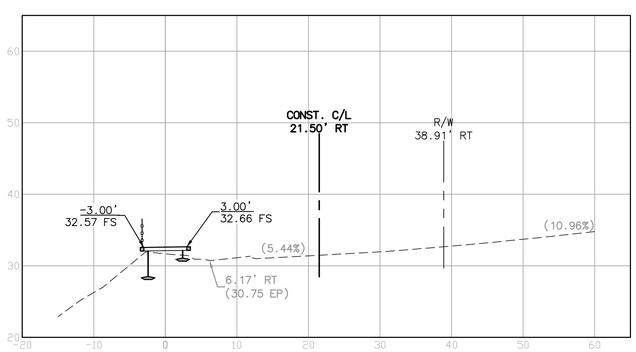
STA. 29+50.00
SCALE: 1"=10' V
1"=10' H



STA. 30+00.00
SCALE: 1"=10' V
1"=10' H



STA. 30+50.00
SCALE: 1"=10' V
1"=10' H



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

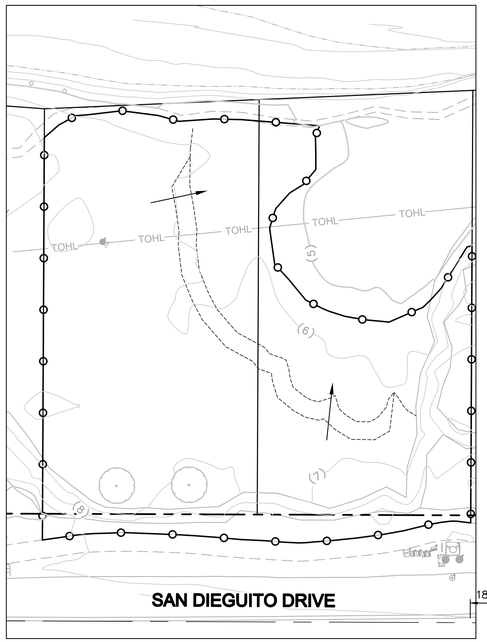
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

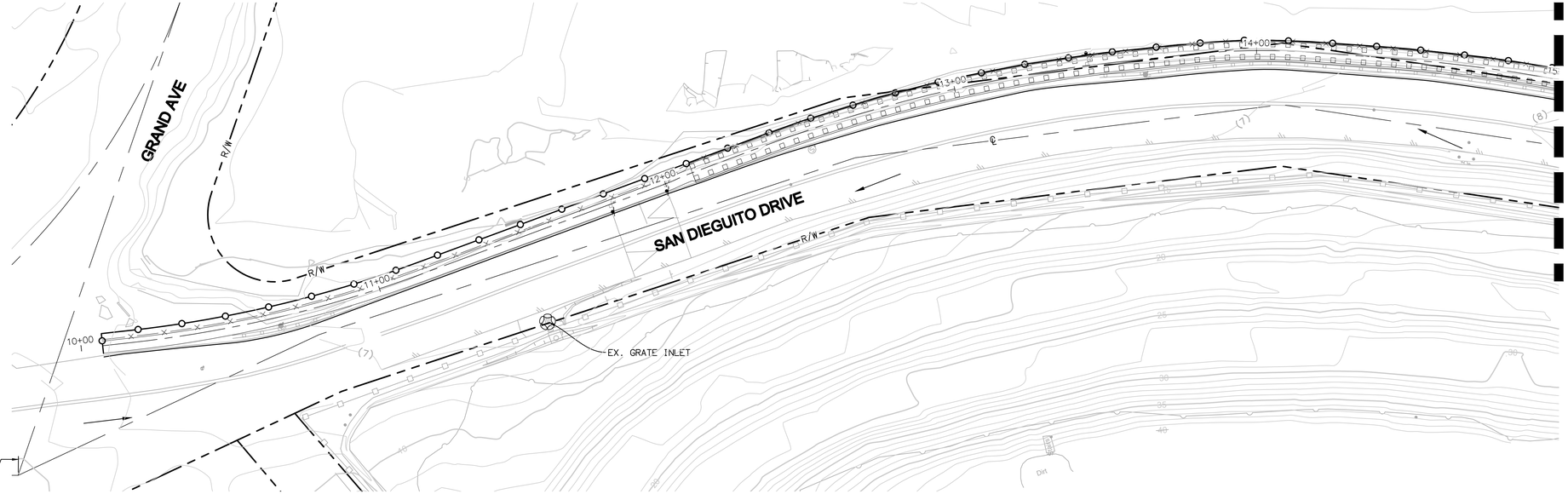
CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
DESIGN CROSS SECTIONS

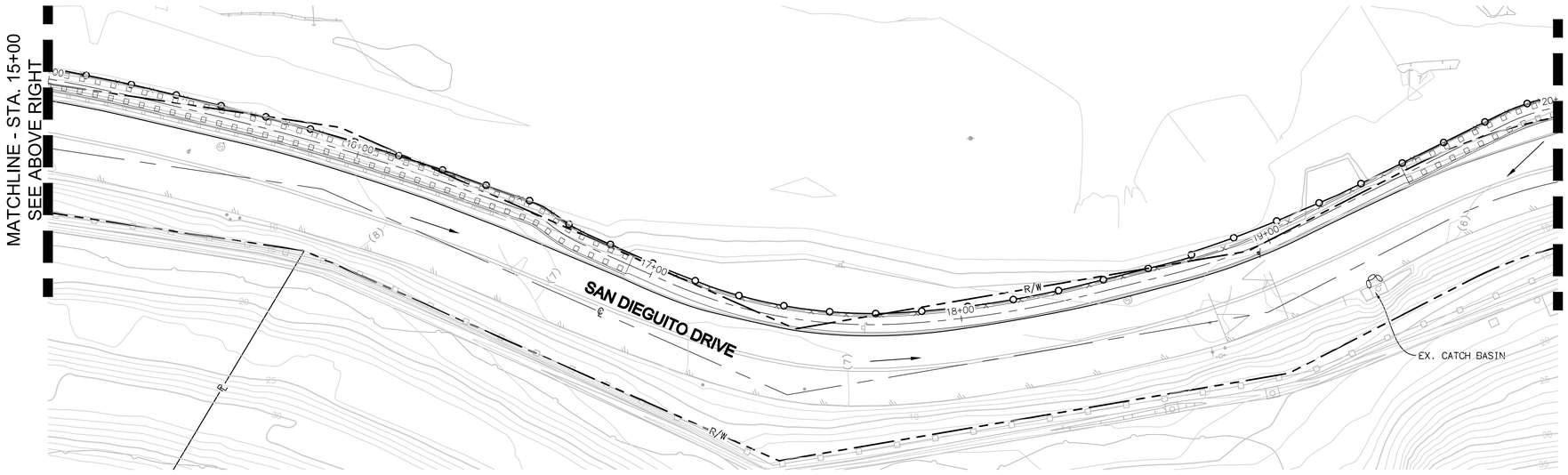
SHEET C-12
15 OF 29 SHEETS

RESTORATION SITE



186.81'





CONSTRUCTION BMP NOTES:

1. NO DEMOLITION OR CONSTRUCTION MATERIALS, DEBRIS, OR WASTE SHALL BE PLACED OR STORED WHERE IT MAY ENTER SENSITIVE HABITAT, RECEIVING WATERS OR A STORM DRAIN, OR BE SUBJECT TO WAVE, WIND, RAIN, OR TIDAL EROSION AND DISPERSION. TO AVOID DISPOSAL OF CONSTRUCTION MATERIALS, DEBRIS, OR WASTE INTO THE OCEAN, APPROPRIATE CATCH BASINS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ANY AND ALL DEBRIS RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REMOVED FROM THE PROJECT SITE WITHIN 24 HOURS OF COMPLETION OF THE PROJECT.
3. CONSTRUCTION DEBRIS AND SEDIMENT SHALL BE REMOVED FROM WORK AREAS EACH DAY THAT DEMOLITION OR CONSTRUCTION OCCURS TO PREVENT THE ACCUMULATION OF SEDIMENT AND OTHER DEBRIS THAT MAY BE DISCHARGED INTO COASTAL WATERS.
4. ALL TRASH AND DEBRIS SHALL BE DISPOSED IN THE PROPER TRASH AND RECYCLING RECEPTACLES AT THE END OF EVERY CONSTRUCTION DAY.
5. THE CONTRACTOR SHALL PROVIDE ADEQUATE DISPOSAL FACILITIES FOR SOLID WASTE, INCLUDING EXCESS CONCRETE, PRODUCED DURING DEMOLITION OR CONSTRUCTION.
6. DEBRIS SHALL BE DISPOSED OF AT A LEGAL DISPOSAL SITE OR RECYCLED AT A RECYCLING FACILITY. IF THE DISPOSAL SITE IS LOCATED IN THE COASTAL ZONE, A COASTAL DEVELOPMENT PERMIT OR AN AMENDMENT TO THIS PERMIT SHALL BE REQUIRED BEFORE DISPOSAL CAN TAKE PLACE UNLESS THE EXECUTIVE DIRECTOR DETERMINES THAT NO AMENDMENT OR NEW PERMIT IS LEGALLY REQUIRED.
7. ALL STOCKPILES AND CONSTRUCTION MATERIALS SHALL BE COVERED, ENCLOSED ON ALL SIDES, SHALL BE LOCATED AS FAR AWAY AS POSSIBLE FROM DRAIN INLETS AND ANY WATERWAY, AND SHALL NOT BE STORED IN CONTACT WITH THE SOIL.
8. MACHINERY AND EQUIPMENT SHALL BE MAINTAINED AND WASHED IN CONFINED AREAS SPECIFICALLY DESIGNED TO CONTROL RUNOFF. THINNERS OR SOLVENTS SHALL NOT BE DISCHARGED INTO SANITARY OR STORM SEWER SYSTEMS.
9. THE DISCHARGE OF ANY HAZARDOUS MATERIALS INTO ANY RECEIVING WATERS SHALL BE PROHIBITED.
10. SPILL PREVENTION AND CONTROL MEASURES SHALL BE IMPLEMENTED TO ENSURE THE PROPER HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER CONSTRUCTION MATERIALS. MEASURES SHALL INCLUDE DESIGNATED FUELING AND VEHICLE MAINTENANCE AREA WITH APPROPRIATE BERMS AND PROTECTION TO PREVENT ANY SPILLAGE OF GASOLINE OR RELATED PETROLEUM PRODUCTS OR CONTACT WITH RUNOFF. THE AREA SHALL BE LOCATED AS FAR AWAY FROM THE RECEIVING WATERS AND STORM DRAIN INLETS AS POSSIBLE.
11. BEST MANAGEMENT PRACTICES (BMPs) AND GOOD HOUSEKEEPING PRACTICES (GHPs) DESIGNED TO PREVENT SPILLAGE AND/OR RUNOFF OF DEMOLITION OR CONSTRUCTION-RELATED MATERIALS, AND TO CONTAIN SEDIMENT OR CONTAMINANTS ASSOCIATED WITH DEMOLITION OR CONSTRUCTION ACTIVITY, SHALL BE IMPLEMENTED PRIOR TO THE ON-SET OF SUCH ACTIVITY.
12. ALL BMPs SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITY.
13. CONTRACTOR TO APPLY BONDED FIBER MATRIX (BFM) OR EQUIVALENT TO ALL EXPOSED AREAS IN ADVANCE OF FORECAST RAIN.
14. CONTRACTOR SHALL APPLY CASQA BMPS WM-1, WM-3, WM-4, WM-5, AND WM-8 FOR MATERIAL STORAGE AND WASTE MANAGEMENT.
15. ALL MOUNDS OR STOCKPILES SHALL BE COVERED DAILY WITH TARP, COCONUT MAT, OR OTHER FORM OF PROTECTION, AND STABILIZED WITH GRAVEL BAGS OR FIBER ROLLS. VISQUEEN AND/OR TARPS MUST BE AVAILABLE AND ON-SITE TO COVER 125% OF EXPOSED AREAS.

LEGEND

SILT FENCE

FLOW DIRECTION

STORM DRAIN INLET PROTECTION PER CASQA BMP SE-10

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK
90577 — R.C.E. NO.
DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 — PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
CONSTRUCTION BMP PLAN

SHEET C-13
16 OF 29 SHEETS

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

MATCHLINE - STA. 20+00 SEE SHEET 16

MATCHLINE - STA. 25+00 SEE BELOW LEFT

MATCHLINE - STA. 25+00 SEE ABOVE RIGHT

EX. HEADWALL

SAN DIEGUITO DRIVE

R/W

℄

EX. CATCH BASIN

LEGEND

SILT FENCE

FLOW DIRECTION

STORM DRAIN INLET PROTECTION PER CASQA BMP SE-10

SCALE 1"=20'

20 10 0 20 40 60

SCALE: 1"=20'

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN

ACAD FILE NO.

PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK

90577 — R.C.E. NO.

DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

CONSTRUCTION BMP PLAN

SHEET C-14

17 OF 29 SHEETS

CITY OF DEL MAR - STATE OF CALIFORNIA

TRAFFIC CONTROL PLANS FOR THE CONSTRUCTION OF

RIVER PATH PHASE 3 PROJECT

TRAFFIC CONTROL NOTES:

1. VALIDATION: THE TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

2. CONTRACTOR SHALL NOTIFY THE CITY OF DEL MAR DEPARTMENT OF PUBLIC WORKS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY CONSTRUCTION WORK AFFECTING TRAFFIC SIGNALS.

3. STANDARDS: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

DESCRIPTION	EDITION
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK")	2021
CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)	2014
CALTRANS STANDARD PLANS AND SPECIFICATIONS	2022

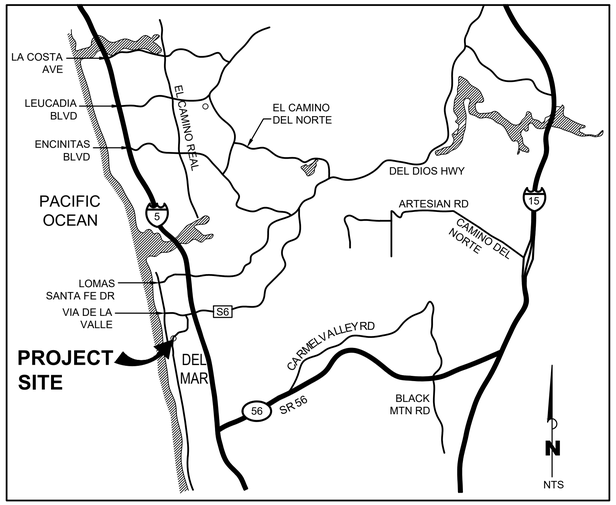
4. POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST TOW-AWAY/NO PARKING SIGNS TWENTY-FOUR (24) HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.

5. EXCAVATIONS: EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS.

6. COVERED PEDESTRIAN WALKWAY: THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER FOR INSPECTION OF ANY COVERED PEDESTRIAN WALKWAY DURING CONSTRUCTION OF SUCH WALKWAY.

7. RESTORATION OF ROADWAY: THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS WITHIN RIGHT-OF-WAY NOT DESIGNATED FOR PERMANENT REMOVAL (TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) WHICH ARE DAMAGED OR REMOVED AS A RESULT OF OPERATIONS. REPAIRS AND REPLACEMENTS SHALL BE AT LEAST EQUAL TO EXISTING IMPROVEMENT.

8. CHANGE IN WORK: THE CITY ENGINEER RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND TO MAKE ANY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL BE DOCUMENTED AND SUPERCEDE THESE PLANS.

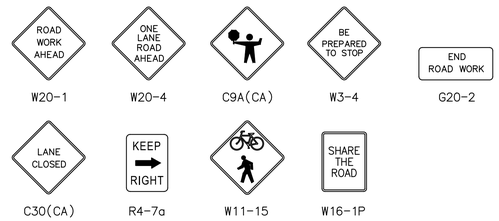


VICINITY MAP
NOT TO SCALE

SHEET INDEX

TITLE SHEET AND GENERAL NOTES	TC-1
PHASE 1: SAN DIEGUITO DRIVE	TC-2

SIGN LEGEND



REGISTERED PROFESSIONAL ENGINEER
GEOFFREY H. RETEMEYER
No. C90577
CIVIL
STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
TRAFFIC CONTROL PLAN

SHEET TC-1
18 OF 29 SHEETS

ORIGINAL SCALE: 0 1 INCHES 2 3 4

LEGEND

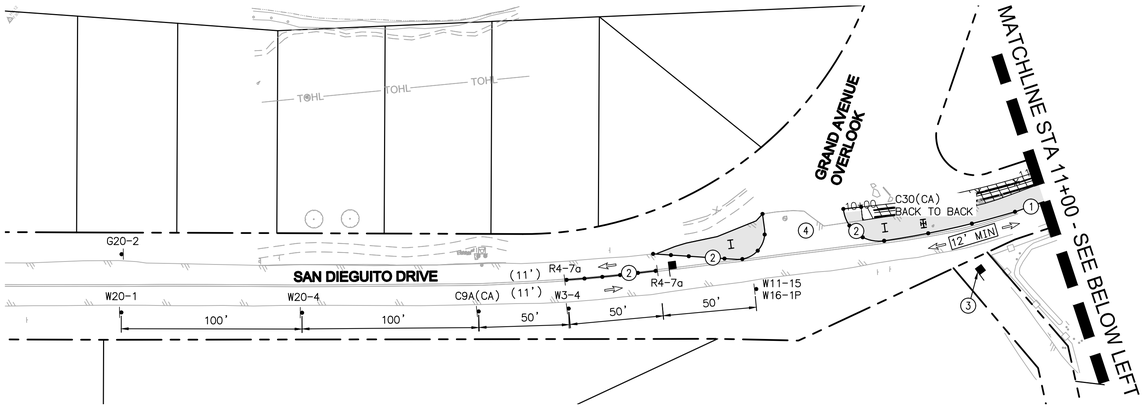
- WORK AREA
- CLOSED TRAFFIC AREA
- TEMPORARY CONSTRUCTION SIGN (AS NOTED ON PLAN)
- PORTABLE CONES OR DELINEATORS
- DIRECTION OF TRAFFIC
- TYPE II BARRICADE
- TYPE II BARRICADE WITH CONSTRUCTION SIGN
- 12'MIN — PROPOSED CONSTRUCTION LANE WIDTH
- (11') — EXISTING LANE WIDTH
- FLAGGER

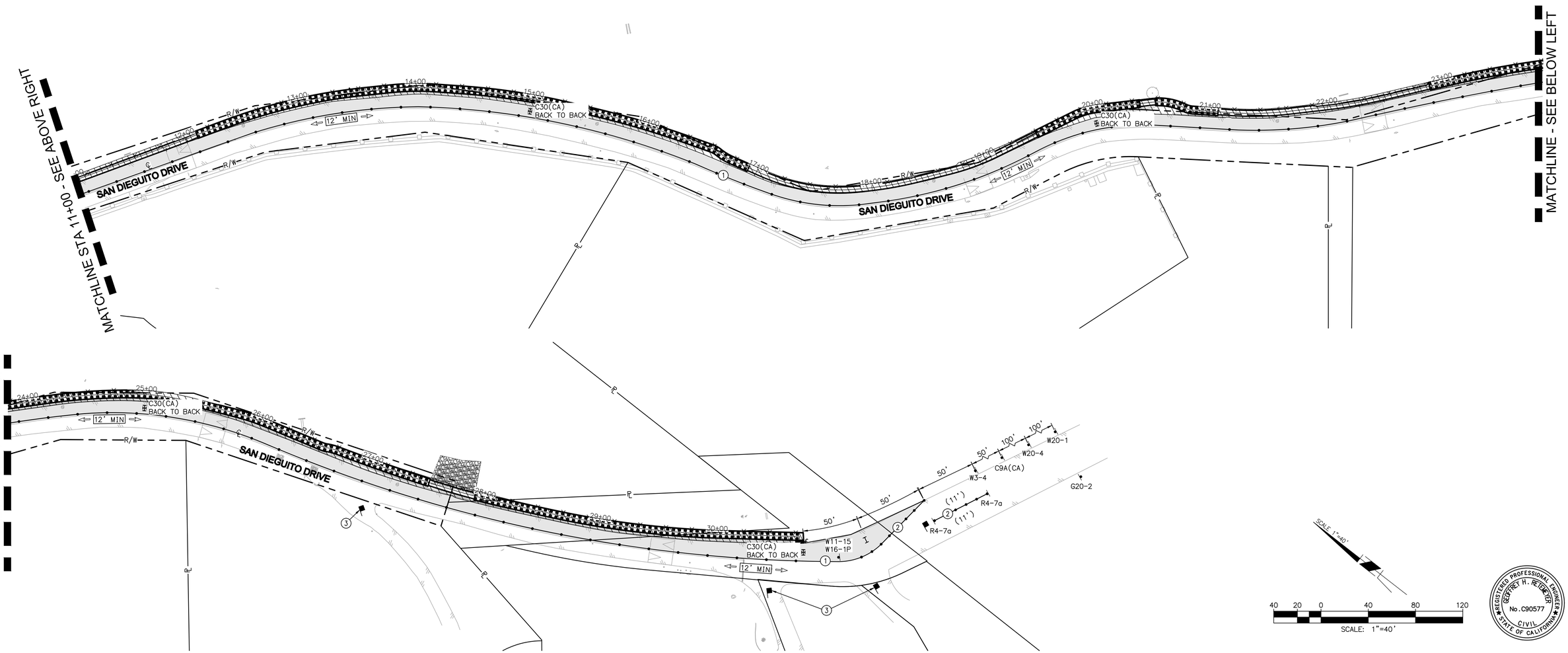
CONSTRUCTION NOTES

1. CONES/DELINEATORS SHALL BE PLACED AT 25' INTERVALS.
2. CONES/DELINEATORS SHALL BE PLACED AT 10' INTERVALS.
3. CONTRACTOR TO USE FLAGGER AS REQUIRED WHEN 1-LANE FLAGGING OPERATION IS ADJACENT TO PRIVATE STREETS AND DRIVEWAYS.
4. CONTRACTOR TO MAINTAIN ACCESS.

NOTES

1. POSTED SPEED FOR SAN DIEGUITO DRIVE IS 25 MPH.
   POSTED SPEED FOR RACETRACK VIEW DRIVE IS 25 MPH
2. SEE SHEET TC-1 FOR TRAFFIC CONTROL NOTES AND TEMPORARY CONSTRUCTION SIGN LEGEND.
3. CONTRACTOR MUST PROVIDE FIVE (5) DAYS NOTIFICATION SIGNS TO THE COMMUNITY PRIOR TO WORK THAT REQUIRES STREET CLOSURES, DETOURS, DELAYS, CLOSURE OF BUS STOPS AND WEEKEND WORK.
4. TRAFFIC CONTROL PHASE FOR FLAGGING OPERATION SHALL BE ADJUSTED INTO SUB-PHASES ALONG ALIGNMENT OF SAN DIEGUITO DRIVE TO ACCOUNT ONLY FOR WORK AREA OF IMPROVEMENTS BEING CONSTRUCTED. SAN DIEGUITO DRIVE TO BE RE-OPENED TO 2 LANES DURING NON-WORKING HOURS. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN FOR SUB-PHASING THE IMPROVEMENTS TO THE CITY PRIOR TO THE START OF ANY WORK.
5. CONTRACTOR TO ASSIST PEDESTRIANS AND CYCLISTS THROUGH WORK AREA AS REQUIRED.





REGISTERED PROFESSIONAL ENGINEER — GEOFFREY H. RETEMEYER — No. C90577 — CIVIL — STATE OF CALIFORNIA

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED:	DRAWN:	CHECKED:
AV	AV	GR

GEOFFREY RETEMEYER — ENGINEER OF WORK — 90577 — R.C.E. NO. — DATE

Michael Baker INTERNATIONAL
5050 Avenida Encinas, Suite 260, Carlsbad, CA 92008
Phone: (760) 476-9193 · MBAKERINTL.COM

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107 — PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

TRAFFIC CONTROL PLAN–PHASE 1

SHEET TC-2

19 OF 29 SHEETS

ORIGINAL SCALE: 0 1 2 3 4 INCHES

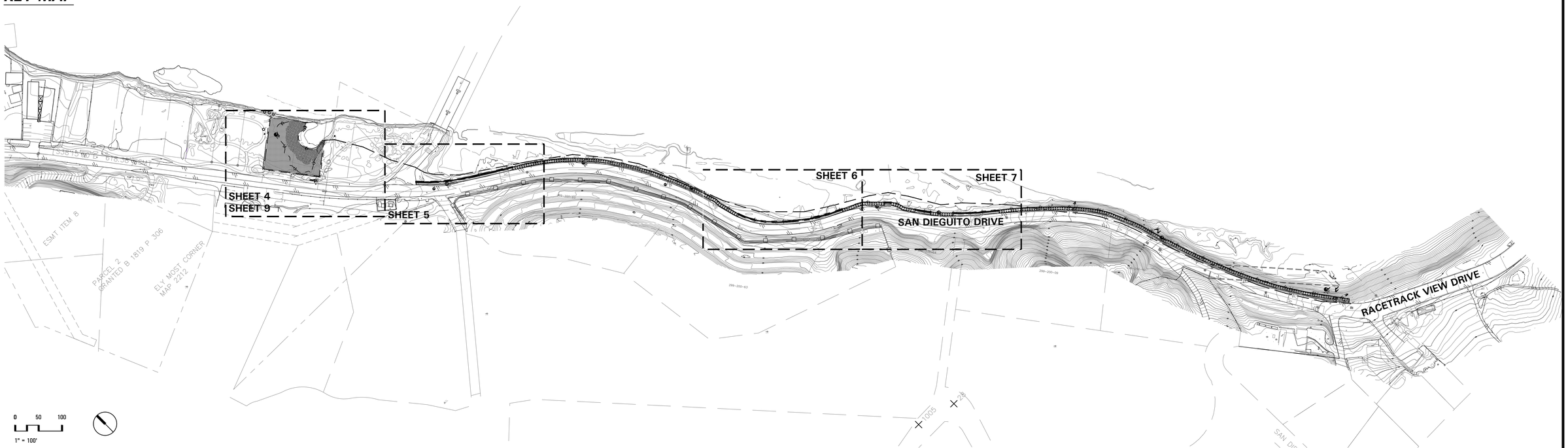
CITY OF DEL MAR - STATE OF CALIFORNIA

PLANS FOR THE CONSTRUCTION OF

RIVER PATH - PHASE 3 IMPROVEMENT PROJECT

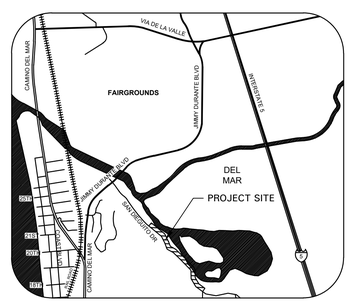
LANDSCAPE AND IRRIGATION PLANS

KEY MAP



Sheet List Table		
Sheet No.	**Drawing No.**	**Sheet Title**
1	L0.00	COVER SHEET KEY MAP INDEX
2	L0.01	NOTES AND ABBREVIATIONS
3	L0.02	PLANTING LEGEND
4	L1.01	PLANTING PLAN
5	L1.02	PLANTING PLAN
6	L1.03	PLANTING PLAN
7	L1.04	PLANTING PLAN
8	L2.00	IRRIGATION LEGEND AND DETAILS
9	L2.01	IRRIGATION PLAN
10	L3.01	PLANTING DETAILS

VICINITY MAP



REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.

swa
570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

COVER SHEET KEY MAP INDEX

SHEET L0.00

20 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\L0.00 COVER SHEET KEY MAP INDEX.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

GENERAL NOTES:

1. VERIFICATION: VERIFY SITE INFORMATION, INCLUDING PROPERTY LINES, LIMITS OF WORK, EASEMENTS, BUILDINGS, ROADWAY CURB AND/OR GUTTERS, UTILITIES, DUCT BANKS, AND OTHER INFORMATION THAT MAY AFFECT THE SCOPE OF WORK INCLUDED ON THESE DRAWINGS. MORE SPECIFIC UTILITY INFORMATION IS INDICATED ON THE CIVIL ENGINEER DRAWINGS. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTION ON HOW TO PROCEED IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE DRAWINGS.

2. AREA OF DISTURBANCE: LIMIT USE OF PREMISES TO WORK IN AREAS AS INDICATED. DO NOT DISTURB PORTIONS OF THE SITE BEYOND AREAS IN WHICH WORK IS INDICATED. KEEP DRIVEWAYS AND ENTRANCES SERVING PREMISES CLEAR AND AVAILABLE TO THE CITY AND EMERGENCY VEHICLES AT ALL TIMES. DO NOT USE THESE AREAS FOR PARKING OR STORAGE OF MATERIALS. SCHEDULE DELIVERIES TO MINIMIZE USE OF DRIVEWAYS AND ENTRANCES.

3. EXISTING UTILITIES: VERIFY THE LOCATION OF UTILITIES PRIOR TO COMMENCEMENT OF EXCAVATION THROUGH NOTIFICATION OF LOCAL AUTHORITIES AND UNDERGROUND SERVICE ALERT (USA 1-800-227-2600) AT LEAST 48-HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL CAREFULLY EXCAVATE, AS NECESSARY, TO CONFIRM UTILITY LOCATIONS, AND WHEN WORKING IN THE VICINITY OF UTILITIES. ANY DAMAGE TO UTILITIES THAT ARE TO BE PROTECTED IN PLACE OR DESIGNATED TO REMAIN WHICH IS CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT, OR TOOL RELATED TO THE EXECUTION OR INSTALLATION OF WORK UNDER THE CONTRACT SHALL BE REPAIRED IMMEDIATELY AND AT NO ADDITIONAL EXPENSE TO THE CITY. CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK.

4. BASE INFO: BASE INFORMATION INCLUDING THE LOCATION OF PROPERTY LINES, EASEMENTS, BUILDINGS, ROADS, AND CURBS HAVE BEEN PROVIDED BY THE CIVIL ENGINEER. BUILDING FOOTPRINTS HAVE BEEN PROVIDED BY THE ARCHITECT. FOR ADDITIONAL INFORMATION, REFER TO THE ARCHITECT AND CIVIL ENGINEER DRAWINGS.

5. CONFLICTS: WHERE PLANS AND/OR SPECIFICATIONS ARE FOUND TO BE IN CONFLICT, OR WHERE VARIOUS ITEMS OF WORK ARE SEEN TO BE IN CONFLICT, IMMEDIATELY NOTIFY THE OWNER AND/OR LANDSCAPE ARCHITECT FOR DIRECTION PRIOR TO PROCEEDING WITH WORK.

6. DESIGN CONSULTANT ADVISORY: ADVISE CONSTRUCTION AND OPERATIONS WITH THE PROJECT'S DESIGN CONSULTANTS FOR WORK INDICATED HEREIN. INFORM LANDSCAPE ARCHITECT ON THE PREFERRED CONSTRUCTION SCHEDULE PRIOR TO THE WORK BEING PERFORMED. ADJUST CONSTRUCTION SCHEDULE ACCORDINGLY BASED ON A MUTUALLY-AGREEABLE TIMETABLE. NOTIFY LANDSCAPE ARCHITECT IF CHANGE TO CONSTRUCTION SCHEDULE IS REQUIRED DUE TO DIFFERENCES IN ACTUAL CONSTRUCTION PROGRESS. INCLUDE THE PROJECT'S DESIGN CONSULTANTS AT PRE-INSTALLATION MEETINGS COVERING PORTIONS OF THE WORK THAT ARE RELATED. NOTIFY LANDSCAPE ARCHITECT IF CHANGES TO CONSTRUCTION SCHEDULE ARE REQUIRED DUE TO DIFFERENCES IN ACTUAL CONSTRUCTION PROGRESS.

7. MEMBRANES: CARE SHALL BE TAKEN TO PRESERVE AND FULLY PROTECT THE INTEGRITY OF WATERPROOF MEMBRANE SYSTEMS WHERE THEY OCCUR ON SITE, AS APPLICABLE.

8. CLEAN UP: CONTRACTOR SHALL REMOVE LITTER AND DEBRIS FROM THE PROJECT SITE AS REQUIRED TO KEEP SITE IN AN ORDERLY FASHION. DUST CONTROL MEASURES SHALL BE EXERCISED.

9. ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.

LAYOUT NOTES:

1. VERIFICATION: DIMENSIONS AND GRADES SHALL BE VERIFIED ON-SITE. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE LANDSCAPE ARCHITECT ON ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.

2. CONFLICTS: VERIFY LOCATIONS OF SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THESE DRAWINGS CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE LANDSCAPE ARCHITECT FOR INSTRUCTION PRIOR TO COMMENCING WORK.

3. IRRIGATION SLEEVING: CONTRACTOR SHALL REVIEW IRRIGATION PLANS FOR SLEEVE LOCATIONS TO BE SET UNDER PAVING AND OTHER LOCATIONS PRIOR TO CONSTRUCTION OF PAVING.

4. BEARING AND SCALE: REFERENCE TO NORTH REFERS TO TRUE NORTH. REFERENCE TO SCALE IS FOR FULL-SIZED DRAWINGS; DO NOT SCALE FROM REDUCED DRAWINGS.

5. ELEVATIONS: HOLD TOP ELEVATIONS OF WALLS, FENCES, ETC. LEVEL UNLESS OTHERWISE NOTED.

6. WORK AT EXISTING TREES: ALL WORK PERFORMED WITHIN THE DRIP-LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.

GENERAL PLANTING NOTES:

1. FINISH GRADING: FINISH GRADING OF LANDSCAPE PLANTING AREAS SHALL BE REVIEWED AND APPROVED IN THE FIELD BY THE LANDSCAPE ARCHITECT AND/OR RESTORATION SPECIALIST AFTER SURFACE SOIL PREPARATION AND PRIOR TO INSTALLATION OF EXTERIOR PLANTS. REMOVE ALL TRASH, ROCKS, AND CONSTRUCTION DEBRIS PRIOR TO PLANT MATERIAL INSTALLATION. SMOOTH, EVEN, CONSISTENT SURFACE GRADIENT TRANSITIONS IN ALL PLANTING AREAS IS THE DESIGN INTENT. AS REQUIRED, PROVIDE ADDITIONAL FILL FOR LOW SPOTS AND SHAVE SURFACE AREAS ACCORDINGLY TO ELIMINATE HIGH SPOTS.

2. MODIFICATIONS: EXACT LOCATIONS OF PLANT MATERIALS SHALL BE FLAGGED/STAKED, REVIEWED, AND APPROVED BY THE RESTORATION SPECIALIST IN THE FIELD PRIOR TO INSTALLATION OF PLANT MATERIALS.

3. RESTORATION SPECIALIST RESERVES THE RIGHT TO MAKE MODIFICATIONS TO PLANT MATERIAL LAYOUT AND LOCATIONS BASED ON FIELD CONDITIONS. ORIENT PLANT MATERIALS TO SUIT FIELD CONDITIONS AT THE DIRECTION OF THE RESTORATION SPECIALIST.

4. CONFLICTS: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT AND/OR THE RESTORATION SPECIALIST OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION OF PLANT MATERIALS AS SHOWN ON THE DRAWINGS.

5. PLANTING LAYOUT: UNLESS OTHERWISE NOTED ON THE DRAWINGS, PLANT MATERIALS SHALL BE ALIGNED AND EQUALLY-SPACED.

6. CONTRACT GROWING REQUIREMENTS: WITHIN 10 DAYS AFTER AWARD OF BID, CONTRACTOR SHALL ARRANGE FOR AND SECURE THE SIZE AND QUANTITY OF PLANT MATERIAL REQUIRED BY THE PLANTING PLANS

7. QUALITY: CONTRACTOR SHALL FURNISH AND INSTALL ONLY SUPERIOR-QUALITY PREMIUM-GRADE PLANT MATERIALS FOR THIS PROJECT. FULL, SYMMETRICAL, WELL-BALANCED, DENSELY FOLIATED, WELL-ROOTED, VIGOR IN GROWTH, PEST AND DISEASE-FREE PLANT MATERIALS MEETING THE MINIMUM SIZES INDICATED FOR EACH SPECIES IS THE DESIGN INTENT. ANY PLANT MATERIALS FOUND TO NOT CONFORMING TO THIS INTENT WILL BE REJECTED AND SHALL BE REMOVED IMMEDIATELY FROM THE SITE.

8. MATCHING STOCK: PROVIDE MATCHING FORMS AND SIZES FOR ALL PLANT MATERIALS WITHIN EACH SPECIES, PLANT TYPE, AND SIZE DESIGNATED ON THE DRAWINGS.

9. SELECTION AND TAGGING OF PLANT MATERIAL STOCK: ONCE NURSERY SOURCES ARE IDENTIFIED, CONTRACTOR SHALL ARRANGE FOR FIELD-SELECTION AND TAGGING OF ALL TREE MATERIALS BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY. CONTRACTOR SHALL ARRANGE FOR REVIEW AND APPROVAL OF ALL PLANT MATERIALS DELIVERED TO THE SITE AND PRIOR TO INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL REJECTED PLANT MATERIALS. SELECTION AND TAGGING OF PLANT MATERIALS AT THE NURSERY OR PLACE OF GROWTH DOES NOT CANCEL THE RIGHT OF THE LANDSCAPE ARCHITECT TO REJECT PLANT MATERIALS DELIVERED AT THE PROJECT SITE IF DAMAGED OR UNACCEPTABLE CONDITIONS ARE FOUND THAT WERE NOT DETECTED AT THE NURSERY, PLACE OF GROWTH, OR DURING THE SUBMITTAL PROCESS.

10. PLANT QUANTITIES: CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND AREA REQUIREMENTS AS INDICATED ON THE DRAWINGS. PLANT MATERIAL QUANTITIES, IF PROVIDED, ARE FOR OWNER INFORMATION ONLY. PLANT SPACING IS AS INDICATED ON THE PLANT LEGEND. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL PLANT MATERIAL COVERAGE IN ALL PLANTING AREAS INDICATED ON THE DRAWINGS, AT THE SPECIFIED SPACING AND PATTERN REQUIREMENTS.

11. HANDLING OF PLANT MATERIALS: ONLY HANDLE PLANT MATERIALS BY HORTICULURALLY-ACCEPTED PRACTICES. FOR CONTAINER-GROWN STOCK, ONLY HANDLE BY THEIR CONTAINERS. DO NOT HANDLE PLANT MATERIALS BY THEIR TRUNKS OR STEMS. PROTECT PLANT MATERIALS FROM DAMAGE DURING MOVING OR TRANSPORT.

12. PRUNING OF PLANT MATERIALS: CONTRACTOR SHALL PRUNE NEWLY-PLANTED PLANT MATERIALS AT THE WRITTEN DIRECTION OF THE LANDSCAPE ARCHITECT AND RESTORATION SPECIALIST. PLANT MATERIALS PRUNED PRIOR TO OR WITHOUT THIS DIRECTION SHALL BE SUBJECT TO REJECTION BY THE LANDSCAPE ARCHITECT AND RESTORATION SPECIALIST.

13. IRRIGATION: PLANT MATERIALS SHALL BE THOROUGHLY IRRIGATED IMMEDIATELY AFTER PLANTING. MANUALLY IRRIGATE OR ACTIVATE IRRIGATION SYSTEMS NECESSARY TO APPLY SUFFICIENT WATER REQUIRED TO ADEQUATELY SUSTAIN VEGETATION ONCE INSTALLED.

14. CONDITION OF PLANT MATERIALS: CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL INSTALLED PLANT MATERIALS IN A HEALTHY, THRIVING, VIGOROUS, PEST AND DISEASE-FREE CONDITION THROUGHOUT INSTALLATION AND DURING THE SPECIFIED LANDSCAPE ESTABLISHMENT PERIOD. ANY PLANT MATERIALS FOUND TO BE MISSING, DEAD, DYING, BROKEN, DISEASED, OR OTHERWISE DAMAGED DURING THE DURATION OF THE CONTRACT SHALL BE REMOVED AND REPLACED ACCORDINGLY WITH ACCEPTABLE STOCK MEETING THE SAME SPECIFIED SPECIES, VARIETY, SIZE, AND QUALITY.

15. EXISTING VEGETATION: EXISTING VEGETATION DESIGNATED TO REMAIN SHALL BE PROTECTED IN-PLACE UNLESS OTHERWISE NOTED. ANY DAMAGE TO EXISTING VEGETATION DESIGNATED TO REMAIN SHALL BE REPLACED BY THE CONTRACTOR AT THE SAME SIZE OF THE DAMAGED MATERIAL AT NO ADDITIONAL COST TO THE CITY.

MITIGATION AREA PLANTING NOTES:

1. MITIGATION AREA BOUNDARIES SHALL BE SURVEYED AND CLEARLY DELINEATED PRIOR TO COMMENCEMENT OF WORK. THE RESTORATION SPECIALIST SHALL REVIEW THE SURVEYED BOUNDARY PRIOR TO THE COMMENCEMENT OF WORK.

2. FENCING SHALL BE ADDED IN ALL LOCATIONS ADJACENT TO THE PEDESTRIAN ACCESSIBLE TRAILS AND VEHICULAR ROADS WITH UP TO (4) SIGNS IDENTIFYING 'RESTORATION IN PROGRESS' IF PERMITTED. REFER TO LANDSCAPE DETAILS FOR THE INSTALLATION OF THE FENCE. FINAL FENCE LOCATIONS TO BE FIELD ADJUSTED BY THE RESTORATION SPECIALIST. FENCE TO BE REMOVED IN ACCORDANCE TO THE SCHEDULE OUTLINED IN HELIX ENVIRONMENTAL PLANNING'S MITIGATION PLAN.

3. REFER TO CIVIL ENGINEER'S DRAWINGS FOR THE LOCATION AND INSTALLATION OF THE TEMPORARY FENCING SYSTEM BETWEEN THE GRADING LIMITS AND THE ADJACENT COASTAL BRACKISH MARSH PRESERVATION AREA.

4. PROPOSED ACCESS ROUTES SHALL BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST AND CITY PRIOR TO BEGINNING CLEARING, GRADING, AND PLANTING WORK.

5. PRIOR TO THE COMMENCEMENT OF GRADING THE CONTRACTOR SHALL SALVAGE THE SPECIFIED PLANT SPECIES, INDICATED IN THE LANDSCAPE PLANTING LEGEND AND MITIGATION REPORT, AS OUTLINED IN THE SPECIFICATION SECTION 329300 EXTERIOR PLANTS.

6. PLANTING SHALL BE PERFORMED FOLLOWING THE COMPLETION AND ACCEPTANCE OF GRADING, INSTALLATION OF IRRIGATION SYSTEM AND WEED REMOVAL WORK. THE RESTORATION SPECIALIST, LANDSCAPE ARCHITECT AND CITY OF DEL MAR SHALL REVIEW AND APPROVE THE SITE WITH THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF PLANTING.

7. MITIGATION AREAS SHALL BE CLEARED OF ALL TRASH, DEBRIS, SOIL MOUNDS AND NON-NATIVE VEGETATION TO THE SATISFACTION OF THE RESTORATION SPECIALIST AND CITY. ONLY CLEAN AND PRESERVED NATIVE PLANTS SHALL BE PRESENT WITHIN THE MITIGATION AREAS. THE RESTORATION SPECIALIST SHALL BE ONSITE DURING SITE CLEAN UP AND CLEARING TO INDICATE PLANTS TO BE PROTECTED IN-PLACE.

8. THE SITE SHALL BE FREE OF WEEDS PRIOR TO THE COMMENCEMENT OF PLANTING AND SEEDING. WEED REMOVAL SHALL BE DONE IN ACCORDANCE TO THE SPECIFICATIONS OUTLINED IN HELIX ENVIRONMENTAL PLANNING'S MITIGATION PLAN.

9. ALL CONTAINER PLANTS AND SEED ORDERS, INCLUDING GEOGRAPHICAL SOURCE LOCATIONS OF ALL PARENT MATERIAL, SHALL BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE ORDER BEING FINALIZED.

10. ALL CONTAINER PLANTS SHALL BE INSPECTED BY THE RESTORATION SPECIALIST UPON DELIVERY TO THE SITE. PLANTS NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED. REJECTED PLANTS SHALL BE REPLACED BY THE CONTRACTOR WITH ACCEPTABLE PLANTS, AS INDICATED IN THE SPECIFICATIONS.

11. FINAL CONTAINER PLANT LOCATIONS AND SPACING SHALL BE FIELD LOCATED AND PIN FLAGGED IN COORDINATION WITH RESTORATION SPECIALIST PRIOR TO EXCAVATING PLANTING HOLES.

12. CONTAINER PLANT LOCATIONS SHALL BE INSTALLED PER THE DETAILED DRAWING(S) AND SPECIFICATIONS.

13. ALL PLANTING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LANDSCAPE PLANS, SPECIFICATIONS, AND HELIX ENVIRONMENTAL PLANNING'S MITIGATION PLAN.

14. HYDROSEED MIX "COASTAL BRACKISH MARSH" AND "DIEGAN COASTAL SAGE SCRUB" SHALL BE APPLIED TO ALL PLANTING AREAS FOLLOWING THE INSTALLATION OF ALL CONTAINER STOCK PLANTINGS. REFER TO HELIX ENVIRONMENTAL PLANNING'S MITIGATION PLAN FOR TIMELINE AND FURTHER INFORMATION.

15. UPON COMPLETION OF PLANTING WORK, THE CONTRACTOR SHALL NOTIFY THE RESTORATION SPECIALIST, LANDSCAPE ARCHITECT, AND CITY OF DEL MAR AND SCHEDULE A POST-PLANTING AND SEEDING WALK THROUGH.

16. THE SEEDS SHALL BE INSTALLED PER THE SCHEDULE OUTLINED IN THE PROJECT'S MITIGATION PROVIDED BY HELIX ENVIRONMENTAL PLANNING.

17. HYDROSEED MIX "COASTAL BRACKISH MARSH" AND "DIEGAN COASTAL SAGE SCRUB" SHALL BE APPLIED TO ALL PLANTING AREAS WITHIN THE SURVEY STAKED LIMIT OF MITIGATION WORK. SEED SHALL BE APPLIED WITH AS OUTLINED IN THE SPECIFICATIONS SECTION 329200.

18. "ESA" INDICATES ENVIRONMENTALLY SENSITIVE AREAS. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING HIS/HER EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS OUT OF THESE AREAS. CONTRACTOR SHALL INCUR ALL COSTS ASSOCIATED WITH REPAIRING IMPACTS TO THESE AREAS DUE TO HIS/HER NEGLIGENCE.

ABBREVIATIONS

ADA	AMERICANS WITH DISABILITIES ACT
ADJ.	ADJACENT (LAYOUT, MEASUREMENT)
AM	APICAL MERISTEM (PALM TREE REFERENCE)
ARCH	ARCHITECT
ADJ.	BOTTOM
BS	BOTTOM OF STEP
BW	BOTTOM OF WALL
CAD	COMPUTER-AIDED DESIGN
CIP OR C.I.P.	CAST-IN-PLACE CONCRETE (CONCRETE APPLICATIONS)
CIVIL	CIVIL ENGINEER
CJ	CONTROL JOINT
CL	CENTERLINE (LAYOUT, MEASUREMENT)
CLS	CENTER LINE OF SWALE (GRADIENT)
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CONC.	CONCRETE
DIA	DIAMETER (LAYOUT, MEASUREMENT)
EJ	EXPANSION JOINT (CONCRETE APPLICATIONS)
EQ	EQUAL (LAYOUT, MEASUREMENT)
EXT.	EXTERIOR
FG OR F.G.	FINISHED GRADE (TOP SOIL GRADIENT)
FS OR F.S.	FINISHED SURFACE (HARD SURFACES)
GALV.	GALVANIZED
GEOTECH	GEOTECHNICAL ENGINEER
GPH	GALLONS PER HOUR (IRRIGATION)
GPM	GALLONS PER MINUTE (IRRIGATION)
HEX.	HEXAGONAL
HP	HIGH POINT (GRADIENT)
HSS	HOLLOW STRUCTURAL SECTION
IE	INVERT ELEVATION
LA	LANDSCAPE ARCHITECT
LED OR L.E.D.	LIGHT-EMITTING DIODE (ELECTRICAL FIXTURE)
LOW OR L.O.W.	LIMIT OF WORK
LP	LOW POINT (GRADIENT)
MAX.	MAXIMUM
MHPA	MULTI-HABITAT PLANNING AREA
MIN.	MINIMUM
NAP OR N.A.P	NOT A PART
OC OR O.C.	ON-CENTER (LAYOUT, MEASUREMENT)
OD OR O.D.	OUTSIDE DIAMETER (LAYOUT, MEASUREMENT)
PA OR P.A.	PLANTING AREA
PERF.	PERFORATED
POB OR P.O.B.	POINT OF BEGINNING (LAYOUT, MEASUREMENT)
PL	PROPERTY LINE
PSI	POUNDS PER SQUARE INCH (IRRIGATION)
PTDF	PRESSURE-TREATED DOUGLAS FIR
R	RADIUS (LAYOUT, MEASUREMENT)
REF	REFERENCE OR REFER TO
MAX.	REINFORCEMENT
SE	STRUCTURAL ENGINEER
SPECS	CONTRACT SPECIFICATIONS
S/S	STAINLESS STEEL
TBD	TO BE DETERMINED
TC	TOP OF CURB (GRADIENT ELEVATION)
TG	TOP OF GRATE (GRADIENT ELEVATION)
TS	TOP OF STEP (GRADIENT ELEVATION)
TW	TOP OF WALL (GRADIENT ELEVATION)
TYP	TYPICAL
W/	WITH

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC
SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.
12-31-2025

swa
570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
NOTES AND ABBREVIATIONS

SHEET
L0.01
21 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\NOTES AND ABBREVIATIONS.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

COASTAL BRACKISH MARSH - HYDROSEED MIXTURE

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS	LBS/AC	% PURITY/ GERMINATION	REMARKS/COMMENTS	DETAIL(S)	SPECS.
	CRESSA TRUXILLENSIS	ALKALI WEED	VERY LOW	3	PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING	1) HYDROSEED SHOULD BE APPLIED IN ACCORDANCE TO THE TIMELINE AND SCHEDULE OUTLINED IN THE PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING 2) IF HYDROSEED DOES NOT GERMINATE AND BARREN AREAS EXIST, A SECOND APPLICATION SHALL BE APPLIED TO COVER AND STABILIZE THE SOIL. 3) IF THE SEED MIX IS HYDRAULICALLY APPLIED TO SANDY SOIL, WE SUGGEST THE FOLLOWING SLURRY COMPONENTS (FINAL SLURRY COMPONENTS TO BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE PLACEMENT OF THE FINAL ORDER): – PROMATRIX EFM (2,500 LBS/ACRE, FINAL LBS/ACRE TO BE APPROVED BY RESTORATION SPECIALIST) – AM 120 MYCORRHIZAL INOCULUM (60 LBS/ACRE, FINAL LBS/ACRE TO BE APPROVED BY RESTORATION SPECIALIST) 4) ALL SEED ORDERS, INCLUDING GEOGRAPHICAL SOURCE LOCATIONS OF ALL PARENT MATERIAL, SHALL BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE ORDER BEING FINALIZED.	N/A	32 9113 32 9200
	FRANKENIA SALINA	ALKALI–HEATH	VERY LOW	3			N/A	
	HELIOTROPIUM CURASSAVICUM	SEASIDE HELIOTROPE	LOW	3			N/A	
	JUNCUS ACUTUS SSP. LEOPOLDII	SOUTHWESTERN SPINY RUSH	MEDIUM	1			N/A	
	SALICORNIA PACIFICA	PICKLEWEED	MEDIUM	6			N/A	
	SUAEDA TAXIFOLIA	SEABLITE	MEDIUM	3			N/A	
	TOTAL			19*				

DIEGAN COASTAL SAGE SCRUB - HYDROSEED MIXTURE

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS	LBS/AC	% PURITY/ GERMINATION	REMARKS/COMMENTS	DETAIL(S)	SPECS.
	ACMISPON GLABER	DEERWEED	VERY LOW	.5	PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING	1) HYDROSEED SHOULD BE APPLIED IN ACCORDANCE TO THE TIMELINE AND SCHEDULE OUTLINED IN THE PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING 2) IF HYDROSEED DOES NOT GERMINATE AND BARREN AREAS EXIST, A SECOND APPLICATION SHALL BE APPLIED TO COVER AND STABILIZE THE SOIL. 3) IF THE SEED MIX IS HYDRAULICALLY APPLIED TO SANDY SOIL, WE SUGGEST THE FOLLOWING SLURRY COMPONENTS (FINAL SLURRY COMPONENTS TO BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE PLACEMENT OF THE FINAL ORDER): – PROMATRIX EFM (2,500 LBS/ACRE, FINAL LBS/ACRE TO BE APPROVED BY RESTORATION SPECIALIST) – AM 120 MYCORRHIZAL INOCULUM (60 LBS/ACRE, FINAL LBS/ACRE TO BE APPROVED BY RESTORATION SPECIALIST) 4) ALL SEED ORDERS, INCLUDING GEOGRAPHICAL SOURCE LOCATIONS OF ALL PARENT MATERIAL, SHALL BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE ORDER BEING FINALIZED.	N/A	
	ACMISPON HEERMANNII	HEERMANN'S LOTUS	VERY LOW	1			N/A	
	AMBROSIA PSILOSTACHYA	WESTERN RAGWEED	VERY LOW	1			N/A	
	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	VERY LOW	2			N/A	
	ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	VERY LOW	2			N/A	
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	VERY LOW	5			N/A	
	MARAH MACROCARPA	WILD CUCUMBER	VERY LOW	1			N/A	
	PHACELIA RAMOSISSIMA	BRANCHING PHACELIA	VERY LOW	1			N/A	
	SALVIA APIANA	WHITE SAGE	VERY LOW	2			N/A	
	SALVIA MELLIFERA	BLACK SAGE	VERY LOW	2			N/A	
	STIPA PULCHRA, DEAWNED	PURPLE NEEDLE GRASS	VERY LOW	5			N/A	
	TOTAL			22.5**				

NATIVE SEEDING AREA - HAND SEED MIXTURE

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS	LBS/AC	% PURITY/ GERMINATION	REMARKS/COMMENTS	DETAIL(S)	SPECS.
	ACMISPON GLABER	DEERWEED	VERY LOW	.5	PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING	1) PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING, NATIVE SEED MIXTURE TO BE HAND SPREAD IN PROPOSED AREAS AND RAKED INTO SOIL. APPLICATION TO OCCUR DURING THE RAINY SEASON OF THE YEAR TO ASSURE GERMINATION AND LONG TERM SUCCESS OF PLANT GROWTH AND SOIL STABILIZATION. 2) PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING, IF SEEDING DOES NOT GERMINATE AND BARREN AREAS EXIST, A SECOND APPLICATION SHALL BE APPLIED TO COVER AND STABILIZE THE SOIL. 3) PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING, WEEDING OF THESE ARES TO OCCUR 4 TIMES PER YEAR FOR THE FIRST 2 YEARS (LATE DECEMBER, FEBRUARY, APRIL, AND EARLY JUNE). 4) PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING, WEED CONTROL TO BE CONDUCTED MANUALLY OR WITH HAND TOOLS. 5) PER PROJECT MITIGATION REPORT BY HELIX ENVIRONMENTAL PLANNING, PERENNIAL WEEDS TO BE DUG AT LEAST TWO INCHES UNDERGROUND TO REDUCED RE–SPROUTING. 6) ALL SEED ORDERS, INCLUDING GEOGRAPHICAL SOURCE LOCATIONS OF ALL PARENT MATERIAL, SHALL BE REVIEWED AND APPROVED BY THE RESTORATION SPECIALIST PRIOR TO THE ORDER BEING FINALIZED.	N/A	
	ACMISPON HEERMANNII	HEERMANN'S LOTUS	VERY LOW	1			N/A	
	AMBROSIA PSILOSTACHYA	WESTERN RAGWEED	VERY LOW	1			N/A	
	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	VERY LOW	3			N/A	
	ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	VERY LOW	3			N/A	
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	VERY LOW	5			N/A	
	MARAH MACROCARPA	WILD CUCUMBER	VERY LOW	1			N/A	
	PHACELIA RAMOSISSIMA	BRANCHING PHACELIA	VERY LOW	1			N/A	
	SALVIA APIANA	WHITE SAGE	VERY LOW	3			N/A	
	SALVIA MELLIFERA	BLACK SAGE	VERY LOW	3			N/A	
	STIPA PULCHRA, DEAWNED	PURPLE NEEDLE GRASS	VERY LOW	5			N/A	
	TOTAL			26.5				

FENCE SCHEDULE

SYMBOL	ITEM	MATERIAL	COLOR	FINISH	DETAILS	REMARKS
	FENCING	STEP IN PIGTAIL FENCE POSTS WITH STRING ROPE	PER RESTORATION SPECIALIST	PER MFG	3/L3.01	REFER TO DETAIL. POSTS: 42" TALL PIGTAIL FENCE POST SPACED AT 4'–0" O.C. ROPE: 1/2" TWISTED NYLON ROPE REFER TO LAYOUT PLANS FOR FENCE LOCATION. FINAL FENCE LOCATIONS TO BE FIELD ADJUSTED BY THE RESTORATION SPECIALIST. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. CONTRACTOR TO SUBMIT CUT SHEETS OF THE PREFERRED VENDOR FOR ALL SPECIFIED PRODUCTS FOR THE APPROVAL OF THE LANDSCAPE ARCHITECT AND RESTORATION SPECIALIST PRIOR TO THE COMMENCEMENT OF WORK.

COASTAL BRACKISH MARSH

CONTAINER STOCK

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	MIN. SIZE	SPACING[1]	GROUPING SIZE	REQUIRED QUANTITIES	NUMBER /ACRE	REMARKS/COMMENTS	DETAIL(S)	SPECS.
A	ARTHROCNEMUM SUBTERMINALE	PARISH'S GLASSWORT	MEDIUM	#1	CAN FULL	5' O.C.	3	26	300	FULL/ SYMMETRICAL IN NURSERY CONTAINER; PREMIUM SELECT; DENSE GROWTH; WELL ROOTED; AS FIELD– ACCEPTED BY THE RESTORATION SPECIALIST AND/OR PROJECT BIOLOGIST. FINAL LOCATIONS OF CONTAINER STOCK PLANTINGS TO BE FIELD COORDINATED WITH THE RESTORATION SPECIALIST AND/OR PROJECT BIOLOGIST.	1,2/L3.01	
B	CRESSA TRUXILLENSIS	ALKALI WEED	VERY LOW	#1	CAN FULL	2' O.C.	5–10	17	200			
C	FRANKENIA SALINA[2]	ALKALI–HEATH	VERY LOW	#1	CAN FULL	5' O.C.	5	43	500			
D	SALICORNIA PACIFICA	PICKLEWEED	MEDIUM	#1	CAN FULL	3' O.C.	5–10	43	500			
	TOTAL							129	1,500*			

DIEGAN COASTAL SAGE SCRUB

CONTAINER STOCK

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS	SIZE	MIN. SIZE	SPACING[1]	GROUPING SIZE	REQUIRED QUANTITIES	NUMBER /ACRE	REMARKS/COMMENTS	DETAIL(S)	SPECS.
E	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	VERY LOW	#1	CAN FULL	3' O.C.	3	28	150	FULL/ SYMMETRICAL IN NURSERY CONTAINER; PREMIUM SELECT; DENSE GROWTH; WELL ROOTED; AS FIELD–ACCEPTED BY THE RESTORATION SPECIALIST AND/OR PROJECT BIOLOGIST. FINAL LOCATIONS OF CONTAINER STOCK PLANTINGS TO BE FIELD COORDINATED WITH THE RESTORATION SPECIALIST AND/OR PROJECT BIOLOGIST.	1,2/L3.01	
F	ATRIPLEX CANESCENS	FOUR–WING SALTBUSH	VERY LOW	#1	CAN FULL	3' O.C.	3	6	30			
G	BACCHARIS SAROTHROIDES	BROOM BACCHARIS	VERY LOW	#1	CAN FULL	3' O.C.	5	6	30			
H	BRICKELLIA CALIFORNICA	BRICKELL BURSH	VERY LOW	#1	CAN FULL	3' O.C.	3	9	50			
I	CEANOTHUS VERRUCOSUS[3]	WART–STEMMED CEANOTHUS	VERY LOW	#1	CAN FULL	4' O.C.	3	6	30			
J	COMAROSTAPHYLOS DIVERSIFOLIA SSP. DIVERSIFOLIA[3]	SUMMER HOLLY	VERY LOW	#1	CAN FULL	6' O.C.	3	6	30			
K	CYLINDROPUNTIA PROLIFERA	COASTAL CHOLLA	VERY LOW	#1	CAN FULL	2' O.C.	3	19	100			
L	DISTICHLIS SPICATA[4]	SALTGRASS	LOW	#1	CAN FULL	2' O.C.	3	19	100			
M	DUDLEYA PULVERULENTA	CHALK DUDLEYA	VERY LOW	#1	CAN FULL	18" O.C.	3	19	100			
N	ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	VERY LOW	#1	CAN FULL	3' O.C.	3	28	150			
O	ERIOGONUM FASCICULATUM	CALIFORNIA BUCHWHEAT	VERY LOW	#1	CAN FULL	3' O.C.	5–8	65	350			
P	ISOCOMA MENZIESII[4]	GOLDENBUSH	VERY LOW	#1	CAN FULL	3' O.C.	3	19	100			
Q	LONICERA SUBSPICATA	HONEYSUCKLE	LOW	#1	CAN FULL	3' O.C.	3	11	60			
R	MALOSMA LAURINA	LAUREL SUMAC	VERY LOW	#1	CAN FULL	5' O.C.	5	6	30			
S	MIMULUS AURANTIACUS	MONKEYFLOWER	VERY LOW	#1	CAN FULL	2' O.C.	2	11	60			
T	OPUNTIA LITTORALIS	COASTAL PRICKLY PEAR	VERY LOW	#1	CAN FULL	3' O.C.	3	19	100			
U	PERITOMA ARBOREA	BLADDERPOD	VERY LOW	#1	CAN FULL	3' O.C.	1–3	6	30			
V	RHUS INTEGRIFOLIA	LEMONADEBERRY	VERY LOW	#1	CAN FULL	5' O.C.	1–3	6	30			
W	RIBES SPECIOSUM	FUSCHIA–FLOWERED GOOSBERRY	VERY LOW	#1	CAN FULL	3' O.C.	3	14	75			
X	SALVIA APIANA	WHITE SAGE	VERY LOW	#1	CAN FULL	3' O.C.	5	28	150			
Y	SALVIA MELLIFERA	BLACK SAGE	VERY LOW	#1	CAN FULL	3' O.C.	5	28	150			
Z	YUCCA SCHIDIGERA	MOJAVE YUCCA	VERY LOW	#1	CAN FULL	2' O.C.	3	9	50			
	TOTAL							368	1,955**			

GENERAL NOTES:

ALL QUANTITIES ARE FOR SUBMITTAL PURPOSES ONLY. CONTRACTOR TO VERIFY PRIOR TO PROCUREMENT.

NOTES:

*= AT LEAST 1,500 PLANTINGS AND 18LBS. OF SEED PER ACRE TO BE INSTALLED.

**= AT LEAST 1,500 PLANTINGS AND 20LBS. OF SEED PER ACRE TO BE INSTALLED.

[1]= FINAL LOCATION AND SPACING OF CONTAINER STOCK PLANTINGS TO BE FIELD COORDINATED WITH THE RESTORATION SPECIALIST AND/OR THE PROJECT BIOLOGIST.

[2]= PRIOR TO THE COMMENCEMENT OF GRADING THE CONTRACTOR SHALL SALVAGE THE SPECIFIED PLANT SPECIES, AS INDICATED IN THE LANDSCAPE PLANTING LEGEND AND MITIGATION REPORT, AS OUTLINED IN THE SPECIFICATION SECTION 329300 EXTERIOR PLANTS. IF SALVAGE IS SUCCESSFUL, THE QUANTITY OF NEW CONTAINER PLANTING CAN BE REDUCED BUT SHALL STILL MEET THE OVERALL TOTAL PLANT SPECIES QUANTITY REQUIREMENT.

[3]= SPECIAL STATUS SPECIES.

[4]= DOMINANT SPECIES IN IMPACTED SCBS HABITAT. TO BE INSTALLED ALONG OUTER ARGIN OF THE CBM ESTABLISHMENT AREA.

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.
12-31-2023

swa
570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

PLANTING AND FENCE LEGEND

SHEET L0.02

22 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\L0.02 PLANTING AND FENCE LEGEND.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023



COASTAL BRACKISH MARSH

CONTAINER STOCK

SYMBOL	BOTANICAL NAME	COMMON NAME
A	ARTHROCNEMUM SUBTERMINALE	PARISH'S GLASSWORT
B	CRESSA TRUXILLENSIS	ALKALI WEED
C	FRANKENIA SALINA	ALKALI-HEATH
D	SALICORNIA PACIFICA	PICKLEWEED

DIEGAN COASTAL SAGE SCRUB

CONTAINER STOCK

SYMBOL	BOTANICAL NAME	COMMON NAME
E	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH
F	ATRIPLEX CANESCENS	FOUR-WING SALTBUSH
G	BACCHARIS SAROTHROIDES	BROOM BACCHARIS
H	BRICKELLIA CALIFORNICA	BRICKELL BURSH
I	CEANOTHUS VERRUCOSUS	WART-STEMMED CEANOTHUS
J	COMAROSTAPHYLOS DIVERSIFOLIA SSP. DIVERSIFOLIA	SUMMER HOLLY
K	CYLINDROPUNTIA PROLIFERA	COASTAL CHOLLA
L	DISTICHLIS SPICATA	SALTGRASS
M	DUDLEYA PULVERULENTA	CHALK DUDLEYA
N	ENCELIA CALIFORNICA	CALIFORNIA ENCELIA
O	ERIOGONUM FASCICULATUM	CALIFORNIA BUCHWHEAT
P	ISOCOMA MENZIESII	GOLDENBUSH
Q	LONICERA SUBSPICATA	HONEYSUCKLE
R	MALOSMA LAURINA	LAUREL SUMAC
S	MIMULUS AURANTIACUS	MONKEYFLOWER
T	OPUNTIA LITTORALIS	COASTAL PRICKLY PEAR
U	PERITOMA ARBOREA	BLADDERPOD
V	RHUS INTEGRIFOLIA	LEMONADEBERRY
W	RIBES SPECIOSUM	FUSCHIA-FLOWERED GOOSBERRY
X	SALVIA APIANA	WHITE SAGE
Y	SALVIA MELLIFERA	BLACK SAGE
Z	YUCCA SCHIDIGERA	MOJAVE YUCCA

SEED MIXTURE LEGEND

SYMBOL	PLANT PALETTE
	COASTAL BRACKISH MARSH MIX – HYDROSEED
	DIEGAN COASTAL SAGE SCRUB MIX – HYDROSEED
	NATIVE SEEDING AREA – HAND SEED

FENCE SCHEDULE

SYMBOL	ITEM
	FENCING

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC
SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.

swa
570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
PLANTING PLAN

SHEET L1.01
23 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\PLANTING PLAN.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 6

NATIVE SEEDING AREA MIX, TYP.

LIMIT OF WORK

ADJACENT TRAIL BY OTHERS, TYP.

SAN DIEGUITO DRIVE

ADJACENT TRAIL BY OTHERS, TYP.

TEMPORARY FENCE

0 5 10

1" = 10'

SEED MIXTURE LEGEND

SYMBOL	PLANT PALETTE
	COASTAL BRACKISH MARSH MIX – HYDROSEED
	DIEGAN COASTAL SAGE SCRUB MIX – HYDROSEED
	NATIVE SEEDING AREA – HAND SEED

FENCE SCHEDULE

SYMBOL	ITEM
	FENCING

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN

ACAD FILE NO.

PROJECT NO.

DESIGNED/REVIEWED: SR

DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK

3286 — R.C.E. NO.

12-31-2025

swa

570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar

1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

PLANTING PLAN

SHEET L1.02

24 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\PLANTING PLAN.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

MATCHLINE - SEE SHEET 6

MATCHLINE - SEE SHEET 8

NATIVE SEEDING AREA MIX, TYP.

TEMPORARY FENCE

LIMIT OF WORK

ADJACENT TRAIL BY OTHERS, TYP.

ADJACENT TRAIL BY OTHERS, TYP.

ADJACENT TRAIL BY OTHERS, TYP.

SAN DIEGUITO DRIVE

0 5 10

1" = 10'

SEED MIXTURE LEGEND

SYMBOL	PLANT PALETTE
	COASTAL BRACKISH MARSH MIX – HYDROSEED
	DIEGAN COASTAL SAGE SCRUB MIX – HYDROSEED
	NATIVE SEEDING AREA – HAND SEED

FENCE SCHEDULE

SYMBOL	ITEM
	FENCING

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN

ACAD FILE NO.

PROJECT NO.

DESIGNED/REVIEWED: SR

DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK

3286 — R.C.E. NO.

REGISTERED LANDSCAPE ARCHITECT — Sean O'Malley — 12-31-2023 — STATE OF CALIFORNIA

swa

570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar

1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

PLANTING PLAN

SHEET L1.03

25 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\PLANTING PLAN.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

MATCHLINE - SEE SHEET 7

LIMIT OF WORK

NATIVE SEEDING AREA MIX, TYP.

TEMPORARY FENCE

ADJACENT TRAIL BY OTHERS, TYP.

LIMIT OF WORK

TEMPORARY FENCE

NATIVE SEEDING AREA MIX, TYP.

ADJACENT TRAIL BY OTHERS, TYP.

LIMIT OF WORK

NATIVE SEEDING AREA MIX, TYP.

TEMPORARY FENCE

ADJACENT TRAIL BY OTHERS, TYP.

SAN DIEGUITO DRIVE

5

10

15

20

0 5 10

1" = 10'

SEED MIXTURE LEGEND

SYMBOL	PLANT PALETTE
	COASTAL BRACKISH MARSH MIX – HYDROSEED
	DIEGAN COASTAL SAGE SCRUB MIX – HYDROSEED
	NATIVE SEEDING AREA – HAND SEED

FENCE SCHEDULE

SYMBOL	ITEM
	FENCING

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN

ACAD FILE NO.

PROJECT NO.

DESIGNED/REVIEWED: SR

DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK

3286 — R.C.E. NO.

REGISTERED LANDSCAPE ARCHITECT — 12-31-2023 — STATE OF CALIFORNIA

swa

570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar

1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR

DATE

CITY OF DEL MAR

RIVER PATH – PHASE 3 IMPROVEMENT PLANS

PLANTING PLAN

SHEET L1.04

26 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\PLANTING PLAN.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

Project: SAN DIEGUITO DRIVE IMPROVEMENT, DEL MAR, CA
Reference Evapotranspiration (ETo): 39.8

Glasir Design Irrigation Consulting CID#6004-glasirdesign.com

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
#1 low shrub	0.2	Rotary	0.75	0.27	10,643	2,838.13	70,033.78
				Totals	10,643	2,838.13	70,033.78
Special Landscape Areas							
				1	0	0.00	0.00
				1			
				Totals	0	0.00	0.00
						ETWU Total	70,033.78
						Maximum Allowed Water Allowance (MAWA)[e]	118,182.00

[a] *Refer to legend for Hydrozone description.*

[d] ***ETWU (Annual Gallons Required)*** = *Eto x 0.62 x ETAF x Area*
w here 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] ***MAWA (Annual Gallons Allowed)*** = *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
w here 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet,
and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	2,838
Total Area	10,643
Average ETAF	**0.27**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas Including SLA

Total ETAF x Area	2,838.13
Total Area	10,643
Sitewide ETAF	**0.27**

GENERAL IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
3. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
4. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
5. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
6. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED. SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING.
7. ALL VALVE BOX LOCATIONS, SHALL BE STAKED AND REVIEWED BY THE OWNER OR LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION.

IRRIGATION WATER PRESSURE LOSS CALCULATIONS

WATER METER NUMBER	1	WATER METER SIZE	0.75	INCHES
WATER METER ELEVATION (FT)	10	HIGHEST HEAD ELEVATION	5	FT
REMOTE CONTROL VALVE #	1	STATIC WATER PRESSURE	70	PSI
RCV DEMAND (GPM)	20.5	TOTAL DEMAND	20.5	GPM

SIZE (INCHES)	DESCRIPTION	GPM	PRESSURE LOSS	
1	SERVICE LINE	20.5	6.4	PSI
0.75	WATER METER (DISC TYPE)	20.5	6.5	PSI
1.5	BACKFLOW PREVENTION ASSEMBLY (RPZ TYPE)	20.5	12.0	PSI
1.5	BACKFLOW ASSEMBLY PIPING	20.5	1.1	PSI
1.5	FILTERATION	20.5	0.2	PSI
1.5	PRESSURE REGULATOR	20.5	4.0	PSI
1.5	ISOLATION VALVE	20.5	0.5	PSI
1.5	PVC SCH. 40 MAINLINE (FT) 50	20.5	0.6	PSI
1.5	REMOTE CONTROL VALVE ASSEMBLY	20.5	3.0	PSI
N/A	LATERAL LINE LOSSES	20.5	3.0	PSI
N/A	FITTING LOSSES	20.5	0.1	PSI
TOTAL PRESSURE LOSS OF ALL COMPONENTS			37.4	PSI
PRESSURE REQUIRED AT HEAD (OPERATING PRESSURE)			30.0	PSI
	ELEVATION LOSS (FT) -5		-2.2	PSI
	TOTAL PRESSURE REQUIRED		65.2	PSI
	STATIC WATER PRESSURE		70.0	PSI
	RESIDUAL WATER PRESSURE		4.8	PSI
SET PRESSURE REGULATOR OR MASTER CONTROL VALVE AT			N/A	PSI
PRESSURE BOOST, IF REQUIRED (SET TO ACHIEVE 100 KPA RESIDUAL)			N/A	PSI

Glasir Design Irrigation Consulting CID#6001-glasirdesign.com

IRRIGATION EQUIPMENT AND MATERIAL LEGEND

SYMBOL Q	H	F	MANUFACT.	MODEL NO. / DESCRIPTION	GPM	PSI	RADIUS	PR (TRI.)	DETAIL
			HUNTER	PROS-12-PRS30 12" POP-UP WITH A MP1000-90(Q/T/H)/360 ADJUSTABLE NOZZLE	.17, .34, .69	30	08-12 FT	0.48 IN./HR.	A
			HUNTER	PROS-12-PRS30 12" POP-UP WITH A MP3000-90(Q/T/H)/360 ADJUSTABLE NOZZLE	.76, 1.58, 3.15	30	18-27 FT	0.48 IN./HR.	A
NO SYMBOL			HUNTER	WHEN MP ROTATOR HEADS ARE SHOWN WITH ON-GRADE PIPE, USE PROS-00-PRS30 SHRUB RISER IN LIEU OF 12" PROS POP-UP					B
			HUNTER	SC-PROBE, SOIL MOISTURE SENSOR, TO BE WIRED TO HUNTER NODE CONTROLLER, INSTALL PER MANUFACTURER RECOMMENDATIONS					N/A
			HUNTER	NODE-BT-400, 4-STATION BATTERY OPERATED CONTROLLER USING BLUE TOOTH VIA A SMART PHONE TO PROGRAM.					N/A
			HUNTER	ICV-XX1G-AS (1") SERIES PRESSURE REGULATED, PLASTIC REMOTE CONTROL VALVE WITH DC LATCHING SOLENOID, INSTALLED IN STANDARD RECT. VALVE BOX.					C
			AS APPROVED	PVC PIPE 3/4" - 1.25" SCH. 40 AS LATERAL LINES 12" BELOW GRADE					D
			AS APPROVED	PVC PIPE 1.5" SCH.40 SOLVENT WELD MAINLINE WITH SCH.80 FITTINGS, INSTALL 18" BELOW GRADE MINIMUM.					D
			AS APPROVED	PVC PIPE AS SLEEVING, SCH.80 UNDER ROADS AND SCH.40 UNDER ALL OTHER PAVING, 2 TIMES THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED PLACE BELOW ALL PAVING, HARDSCAPE ETC. AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.					E
			AS APPROVED	UV RESISTANT PVC PIPE 3/4" - 1.25" SCH. 40, AS LATERAL LINES INSTALLED ON-GRADE, STAKED 8' O.C. AND DIRECTLY BEFORE AND AFTER EACH FITTING.					F
			AS APPROVED	TRANSITION BETWEEN BELOW GRADE AND ON-GRADE PVC LATERAL LINES					N/A
NO SYMBOL			AS APPROVED	IRRIGATION CONTROL WIRE #14UF AWG DIRECT BURIAL (U.L. APPROVED)					N/A
NO SYMBOL			AS APPROVED	DIRECT BURIAL WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS (U.L. APPROVED).					N/A
NO SYMBOL			K.B.I.	KSC-XXX-S SWING CHECK VALVE, LINE SIZE, 1 DOWNSTREAM OF EACH RCV WHEN RCV IS LOWER THAN THE SPRINKLERS INSTALL WITHIN SPRINKER/DRIP ZONES AS REQUIRED TO PREVENT LOW HEAD/EMITTER DRAINAGE.					N/A
NO SYMBOL			K.B.I.	KC-XXX-S SPRING CHECK VALVE, LINE SIZE, 1 DOWNSTREAM OF EACH RCV IMMEDIATELY ABOVE FIRST LATERAL LINE TEE WHEN RCV IS HIGHER THAN THE SPRINKLERS, INSTALL WITHIN SPRINKER/DRIP ZONES AS REQUIRED TO PREVENT LOW HEAD/EMITTER DRAINAGE.					N/A
NO SYMBOL			NDS PRO SERIES	VALVE BOXES, SIZE PER EQUIPMENT LEGEND, WITH T-COVER LIDS AND CAPTIVE BOLT AND LOC-KIT. 10" ROUND FOR QUICK COUPLERS, BALL VALVES, AND FLUSH VALVES. 12" STANDARD RECT. FOR RCVS. JUMBO BOXES FOR DRIP RCV KITS. ALL VALVE BOXES SHALL BE INSTALL IN SHRUB AREAS AND BE BLACK IN COLOR. FOR USE IN NON-VEHICULAR TRAFFIC SITUATIONS ONLY. DO NOT INSTALL IN CONCRETE OR ASPHALT.					N/A

CONTROL VALVE SYMBOL



HYDROZONE	HYDROZONE DESCRIPTION
1	LOW SHRUBS WITH ROTARY HEADS

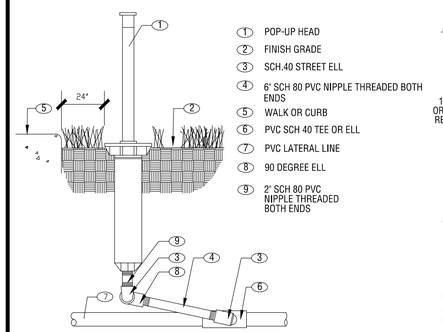
DEL MAR TRAIL IRRIGATION SCHEDULE (MINUTES)

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CYCLES PER WEEK - TURF	1	2	3	4	4	5	5	4	3	3	2	1
TURF CROP COEFFICIENT	.61	.64	.75	1.04	.95	.88	.94	.86	.74	.75	.69	.60
CYCLES PER WEEK-SHRUB	1	1	2	2	2	3	3	3	2	2	1	1
Eto DAILY AVERAGE	.07	.09	.12	.16	.17	.20	.21	.20	.16	.12	.09	.07

Turf Root Depth	4"
Shrub Root Depth	6"
Depletion Factor (MAD)	40%

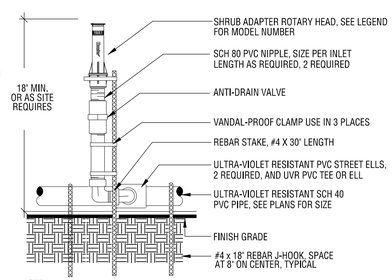
Soil Type (Textural)	CLAY LOAM
Field Capacity	27%
Permanent Wilt Point	13%
Apparent Specific Gravity	1.35

Hydrozone	PLANT TYPE	Water Usage	Kc	SPRINKLER TYPE	EXPOSURE	EXPO FACTOR	PRECIP (in/hr)	SPKLR EFFIC.	ROOT DEPTH (in)	RUN TIME MULTIPLIER	IRRIGATION RUN TIMES JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	SHRUB	LOW	0.20	ROTARY	FULL SUN	100%	0.48	75%	6	1.33	16	21	14	19	20	16	16	16	19	14	21	16



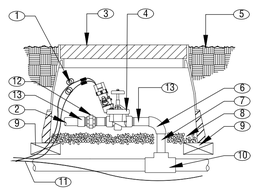
1. POP-UP HEAD
2. FINISH GRADE
3. SCH.40 STREET ELL
4. 6" SCH 80 PVC NIPPLE THREADED BOTH ENDS
5. WALK OR CURB
6. PVC SCH 40 TEE OR ELL
7. PVC LATERAL LINE
8. 90 DEGREE ELL
9. 2" SCH 80 PVC NIPPLE THREADED BOTH ENDS

A POP-UP ROTARY HEAD
N.T.S.



NOTE:
ALL PIPE INSTALLED ON GRADE TO BE SCH 40 ULTRA-VIOLET RESISTANT PVC.
SPRINKLER HEAD ASSEMBLY TO BE INSTALLED PERPENDICULAR WITH THE SLOPE

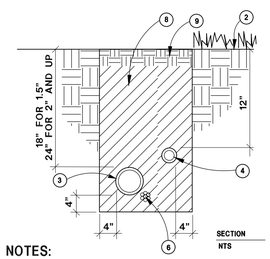
B ON-GRADE SPRINKLER WITH ROTARY NOZZLE
N.T.S.



1. EXPANSION CURLS WITH WATERPROOF WIRE CONNECTORS AT SPLICES (SEE IRRIGATION SPECS)
2. PVC LATERAL TO SPRINKLERS ANGLE TO SPECIFIED DEPTH W/ 45 ELLS
3. VALVE BOX W/ LOCKING LID BOX HEIGHT ABOVE FINISH GRADE VARIES (SEE IRRIGATION SPECS)
4. REMOTE CONTROL VALVE
5. FINISH GRADE
6. SCH.80 PVC 90 SLIP X SLIP
7. PVC MAINLINE MATCH VALVE SIZE
8. 2" LAYER OF PEA GRAVEL LEAVE 1"-2" AIR SPACE BETWEEN BOTTOM OF VALVE AND TOP OF PEA GRAVEL
9. BRICK SUPPORT (1) AT EACH CORNER
10. PVC MAINLINE FITTINGS
11. CONTROLLER WIRES
12. LASCO SCH.80 UNION
13. SCH.80 NIPPLE MIPT X SLIP MATCH VALVE SIZE

NOTES:
1. ALL WIRE TO BE INSTALLED PER LOCAL CODES.
2. PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX. WRAP AROUND 1/2" PIPE 15 TIMES - REMOVE PIPE.
3. COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.
4. INSTALL ONLY 1 VALVE PER VALVE BOX.
5. TEFLON TAPE ALL THREADS.
6. INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

C REMOTE CONTROL VALVE
N.T.S.

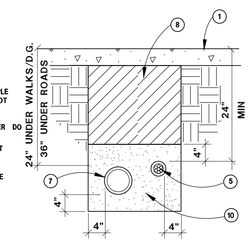


PIPE/SLEEVE LEGEND:

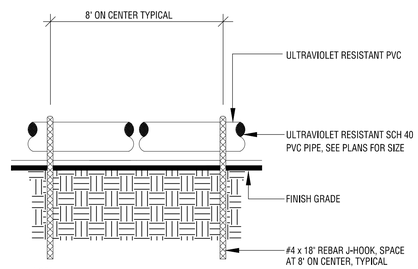
1. PAVING
2. FINISH GRADE
3. PVC MAINLINE (FOR NON-POTABLE USE PURPLE PIPE WITH WORDS "RECYCLED WATER DO NOT DRINK")
4. PVC LATERAL LINE (FOR NON-POTABLE USE PURPLE PIPE WITH WORDS "RECYCLED WATER DO NOT DRINK")
5. CONTROL WIRES OR COM. CABLE IN CONDUIT
6. CONTROL WIRES OR COM. CABLE
7. SLEEVE FOR MAINLINE AND/OR LATERAL LINE
8. FINE GRANULAR BACKFILL (1/2" MAX. DIA.)
9. TOPSOIL
10. SAND

NOTES:
1. TAPE AND BUNDLE 24 V. WIRES @ 10' INTERVALS.
2. MINIMUM DEPTH OF 24 V. WIRING SHALL BE 24" BELOW GRADE.
3. TRENCH WIDTH ALLOW 4" MIN. CLEARANCE BETWEEN PARALLEL PIPES.
4. SNAKE PIPES FROM SIDE TO SIDE WITHIN TRENCH TO ALLOW FOR MOVEMENT.
5. TIE A 20" LOOP IN ALL WIRING AT CHANGES OF DIRECTION. UNTIE PRIOR TO BACKFILLING TRENCHES.
6. PROVIDE THRUST BLOCKS PER APWA STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION DETAIL 508-1, EXCEPT THAT THRUST BLOCKS SHALL BE PROVIDED FOR ALL PIPES 2" AND LARGER.

D PIPE INSTALLATION
N.T.S.



E UNDER PAVING PIPE INSTALLATION
N.T.S.



NOTE:
ALL PIPE INSTALLED ON GRADE TO BE SCH 40 ULTRAVIOLET RESISTANT PVC.
ALL PVC FITTINGS INSTALLED ON GRADE TO BE ULTRAVIOLET RESISTANT PVC.
PURPLE WARNING STICKER SHALL BE PLACE 8' O.C. WHEN USING RECLAIMED WATER.

F ON-GRADE LATERAL
N.T.S.

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC
SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.
REGISTERED LANDSCAPE ARCHITECT — 12-31-2025 — STATE OF CALIFORNIA

swa
570 Glenneyre Street
Laguna Beach, California
92651–2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

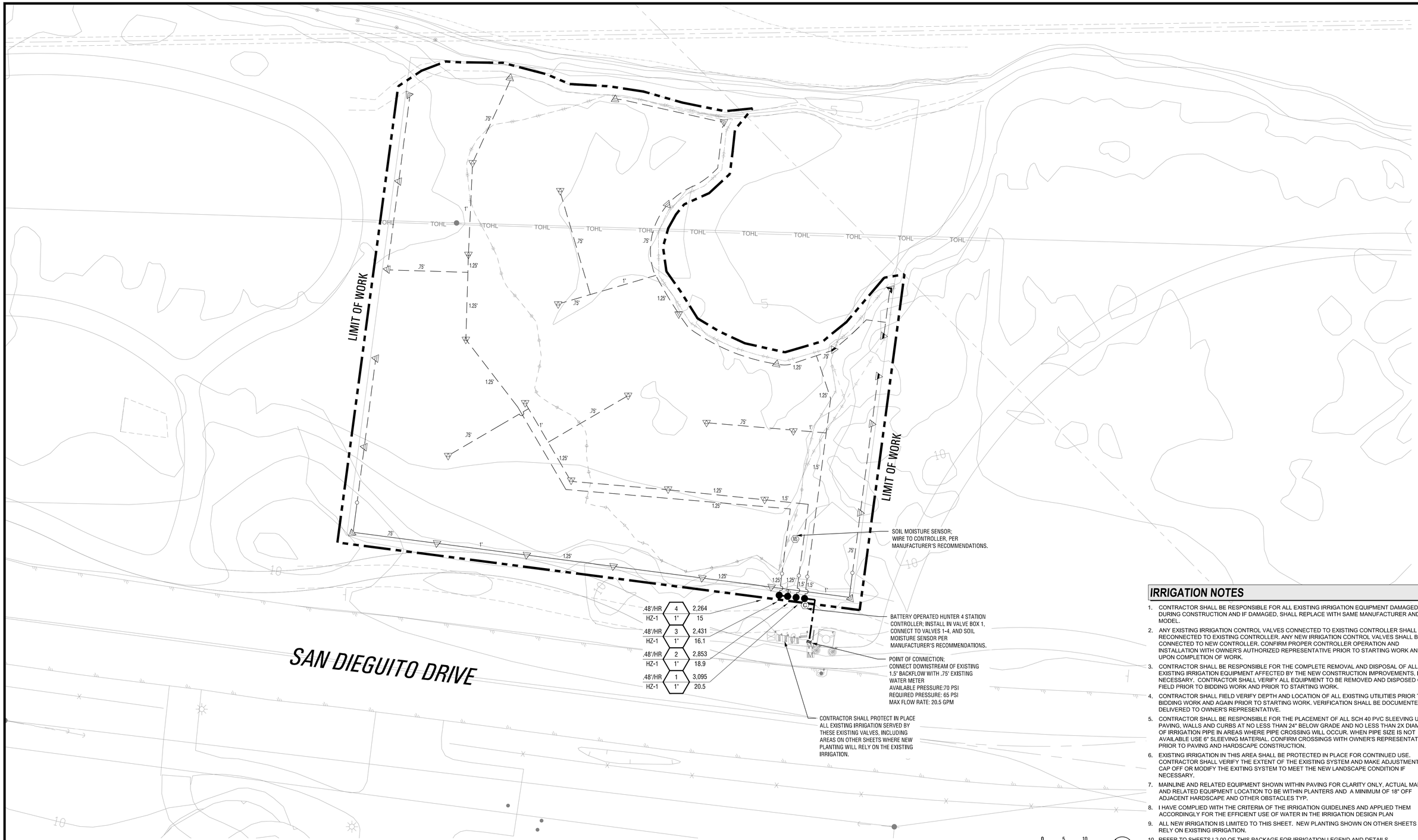
City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107 — PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
IRRIGATION LEGEND & DETAILS

SHEET
L2.00
27 OF 29 SHEETS

C:\Users\Chris Curry\OneDrive - glasirdesign.com\GLASIR\03 PROJECTS\2023\23028 DEL MAR TRAIL\L2 IRRIGATON PLAN 230519.dwg | CHRIS CURRY |ARCH FULL BLEED D (24.00 X 36.00 INCHES) | 5/19/2023



IRRIGATION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IRRIGATION EQUIPMENT DAMAGED DURING CONSTRUCTION AND IF DAMAGED, SHALL REPLACE WITH SAME MANUFACTURER AND MODEL.
2. ANY EXISTING IRRIGATION CONTROL VALVES CONNECTED TO EXISTING CONTROLLER SHALL BE RECONNECTED TO EXISTING CONTROLLER. ANY NEW IRRIGATION CONTROL VALVES SHALL BE CONNECTED TO NEW CONTROLLER. CONFIRM PROPER CONTROLLER OPERATION AND INSTALLATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK AND UPON COMPLETION OF WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REMOVAL AND DISPOSAL OF ALL EXISTING IRRIGATION EQUIPMENT AFFECTED BY THE NEW CONSTRUCTION IMPROVEMENTS, IF NECESSARY. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO BE REMOVED AND DISPOSED OF IN FIELD PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.
4. CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO BIDDING WORK AND AGAIN PRIOR TO STARTING WORK. VERIFICATION SHALL BE DOCUMENTED AND DELIVERED TO OWNER'S REPRESENTATIVE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ALL SCH 40 PVC SLEEVING UNDER PAVING, WALLS AND CURBS AT NO LESS THAN 24" BELOW GRADE AND NO LESS THAN 2X DIAMETER OF IRRIGATION PIPE IN AREAS WHERE PIPE CROSSING WILL OCCUR. WHEN PIPE SIZE IS NOT AVAILABLE USE 6" SLEEVING MATERIAL. CONFIRM CROSSINGS WITH OWNER'S REPRESENTATIVE PRIOR TO PAVING AND HARDSCAPE CONSTRUCTION.
6. EXISTING IRRIGATION IN THIS AREA SHALL BE PROTECTED IN PLACE FOR CONTINUED USE. CONTRACTOR SHALL VERIFY THE EXTENT OF THE EXISTING SYSTEM AND MAKE ADJUSTMENTS TO CAP OFF OR MODIFY THE EXITING SYSTEM TO MEET THE NEW LANDSCAPE CONDITION IF NECESSARY.
7. MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.
8. I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN
9. ALL NEW IRRIGATION IS LIMITED TO THIS SHEET. NEW PLANTING SHOWN ON OTHER SHEETS WILL RELY ON EXISTING IRRIGATION.
10. REFER TO SHEETS L2.00 OF THIS PACKAGE FOR IRRIGATION LEGEND AND DETAILS

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC

SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.

swa
570 Glenneyre Street
Laguna Beach, California
92651–2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

JOE BRIDE R.C.E. 52107 — DATE
PUBLIC WORKS DIRECTOR

CITY OF DEL MAR

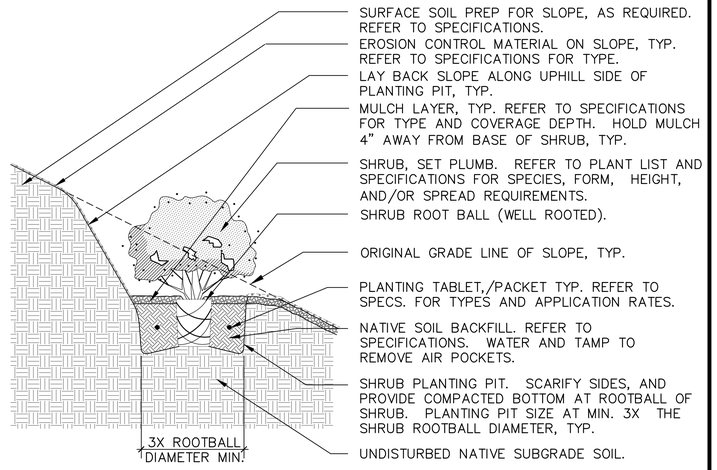
RIVER PATH – PHASE 3 IMPROVEMENT PLANS

IRRIGATION PLAN

SHEET L2.01

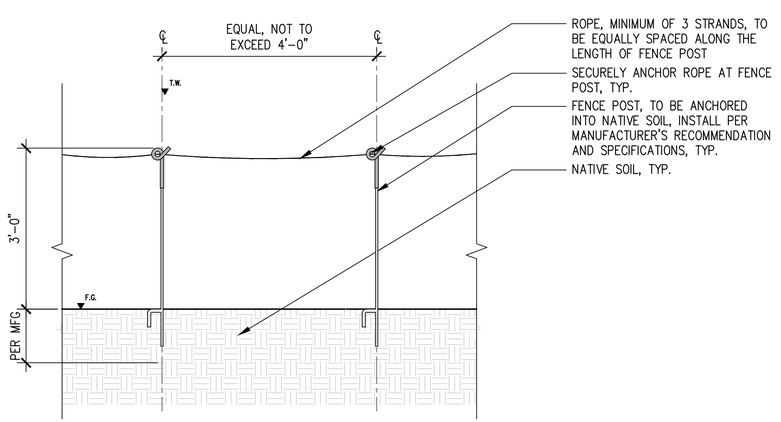
28 OF 29 SHEETS

C:\Users\Chris Curry\OneDrive - glasirdesign.com\GLASIR\03 PROJECTS\2023\23028 DEL MAR TRAIL\L2 IRRIGATON PLAN 230519.dwg | CHRIS CURRY |ARCH FULL BLEED D (24.00 X 36.00 INCHES) | 5/19/2023

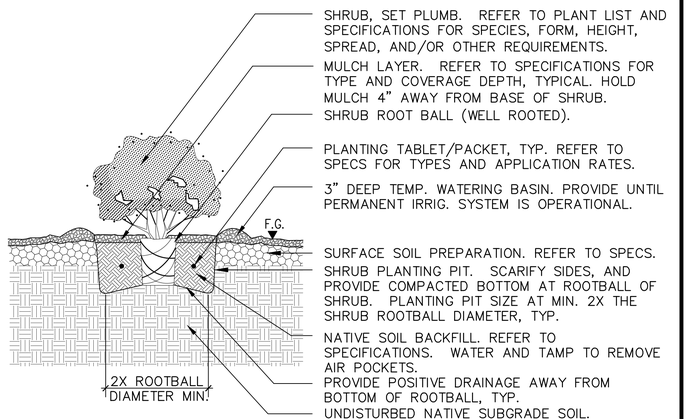


2 SHRUB PLANTING ON SLOPE
SCALE: N.T.S.

NOTE:
1. REFER TO LEGEND FOR MATERIAL COLOR AND FINISH FOR EACH COMPONENT.
2. REFER TO LAYOUT PLANS FOR FENCE LOCATIONS. FINAL FENCE LOCATIONS TO BE FIELD ADJUSTED BY THE RESTORATION SPECIALIST



3 FENCE – SECTION
SCALE: 3/4" = 1'-0"



1 SHRUB PLANTING
SCALE: N.T.S.

REVISION	DESCRIPTION	APPROVED	DATE

SCALE: AS SHOWN
ACAD FILE NO.
PROJECT NO.

DESIGNED/REVIEWED: SR
DRAWN: SC
SEAN O'MALLEY — LANDSCAPE ARCHITECT OF WORK
3286 — R.C.E. NO.
12-31-2025

swa
570 Glenneyre Street
Laguna Beach, California
92651-2453 United States
www.swagroup.com
+1.949.497.5471 o

Irrigation Consultant
GLASIR DESIGN
Phone: 714.514.9930
Email: chris@glasirdesign.com
Contact: Chris Curry

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED
JOE BRIDE R.C.E. 52107
PUBLIC WORKS DIRECTOR
DATE

CITY OF DEL MAR
RIVER PATH – PHASE 3 IMPROVEMENT PLANS
PLANTING AND FENCE DETAILS

SHEET
L3.01
29 OF 29 SHEETS

P:\HLX\HLXT301 Del Mar River Path CD's\4 DrawingsGraphics\AutoCAD\Sheets\L3.01 PLANTING AND FENCE DETAILS.dwg | CANDERSON |PREVIOUS PAPER SIZE (24.00 X 36.00 INCHES) | 6/6/2023

Adriana Jaramishian

To: Eric From
Cc: Karen Falk
Subject: RE: DRB23-008

Adriana,

I'm sorry was not aware of the 9/18 meeting and cannot attend the 10/2 meeting. I have reviewed the entire plans to the best of my ability. I want to implore the City to reconsider this plan. How do I do that?

I see this plan as missing the most important element about what makes today's lagoon/San Dieguito Road border so wonderful. There is no barrier! The connection between each person, visitor and local alike, exists because the lagoon is right there and you are right next to it. Nothing between you and the wonder of that lagoon. Yet it is surprising (or perhaps expected when you understand it) how few, almost no one, ever breaks the agreement of keeping that border area pristine - I know this because for over 20 years, I walked, observed and picked up litter along the road and lagoon border, and with the exception of the Fair operating, this area is wonderfully well cared for. Why? I believe because nearly every person who goes along that road is drawn to and connected with the lagoon. They care for it because nothing says "this is not for you". Nothing that states unequivocally you are the observer but this is not yours. That is broken the moment those fence posts go into the ground. The finished part of the Riverpath completely understood why this was so important. The folks who built Viewpoint Brewery understood it and so do the many patrons that love that restaurant despite that it is in spot that must be sought out. The railing ruins the connection, the feel, the wonder. The lagoon will never again have the feel and emotional impact that it had when the casual observer, in car, bike or on foot peered out and felt they were part of the lagoon; not set apart from it. The best argument that I have to someone who doesn't yet understand just how important this connection is and how easily broken, compare this railing (fence) to the proposed railroad fence. City council understood and fiercely objected to the railroad fence along the tracks not because they didn't care about a marginal safety improvement (which was questionable at best) but rather the little difference in perceived safety wasn't worth ruining the emotional impact of today's unobstructed ocean view. Sitting, standing walking with a fence between you and the incredible natural beauty that is Del Mar's ocean and lagoon borders is heavily impacted by a railing (fence). If you don't think that is true, then put up one temporarily and ask the people that traverse San Dieguito drive what they think, how they feel about it. Please ask children too - they are looking right into the face of the fence. I have fallen in love with this lagoon and love sharing it with others and have thought long and hard about why even after seeing nearly everyday for 24 years, I still love it. The railing will ruin that - its very existence will create a visual break that will separate and massively detract to the point of destroying the current feel and emotional response invoked by being there and just looking out. There are options and I'd be happy to discuss them or feel free to ask others about what could be done. But the border between our road and the lagoon would be much better served with no Riverpath than the one proposed. Again, how do I get these thoughts conveyed to those who yet don't understand?

I have another comment:
There is a structural flaw that I do not see addressed by these plans. This would require a long write-up to go into detail but there was a major slide on the road this year that was predictable. And the tells indicate there is another one or two slides to follow. I helped prevent one about a dozen years ago by reporting the tells to the City at that time. They made the repairs and we went on till just this year. Made a nearly identical observation just before the collapse (unfortunately before I had the chance to go see the City again). The indications are that the road is not stable in at least two more locations. Both along the proposed Riverpath.

Finally, another question. How many residential neighborhoods in Del Mar have a flashing stop light?

Thank you for the consideration.

Eric

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Discussion of Regulatory Framework Examples and Policy Direction for Short Term Rental Regulation

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council review a summary of short-term rental regulations from other jurisdictions (Attachment A) and provide direction to staff to develop new draft short term rental (STR) policies and regulations for the City of Del Mar.

BACKGROUND:
The creation of new STR regulations is a City Council priority special project. This project initially began in 2016 and has involved several California Coastal Commission (CCC) actions, legal challenges, and enforcement considerations as well as processing delays due to the timing of court decisions rendered during the COVID-19 pandemic (see Attachment B for additional background information). Work on this special project resumed in January 2023 with the following actions having occurred to date.

STR Data Collection

In January 2023, the City contracted with consulting firm DTA to collect STR data specific to the City of Del Mar. To date, DTA has collected data between January 1, 2023, through June 30, 2023, to provide a general understanding of existing STRs in Del Mar (i.e., number; type; average length of stay, rental rate, and occupancy rates; and general location in the City). The City Council received presentations of STR data from staff on July 10 and September 5, 2023, which included a comparative analysis of the April 2023 and June 2023 data, as described below. See Attachment C.

- The number of STRs in Del Mar increased from 107 (April 2023) to 125 (June 2023), which represents an increase in the percentage of STRs compared to total dwelling units from 4.2% to 4.9% of the City's total 2,574 dwelling units

City Council Action:

per the 2020 Census. This comparison does not include any of the STRs advertised in the Wavecrest Resort Timeshares (31 total vacation units) or L'Auberge Vacation Villas (12 total vacation units).

- The main STR use-related changes in the April 2023 data when compared to June 2023 related to length of stay, daily rental costs, and availability within the greater 92014 zip code, which includes the City of Del Mar and portions of the cities of San Diego and Solana Beach and County of San Diego are as follows:

    - An increase in the average days per rental from three to five days;
    - A slight decrease in average daily rental rate from $630 to $625; and
    - An increase in the average STR occupancy rate (occupancy compared to availability) from 62% to 82%.

- The following is a breakdown of existing STRs in the City of Del Mar by location:

    - 57-59% of the existing STRs are operating in residential zones in the North Beach neighborhood (RM-West, RM-East, and R1-5 zones);
    - 26-28% of the existing STRs are operating in residential zones in the south bluff neighborhoods (R2 and RM-South zones);
    - 15% of the existing STRs are operating in residential zones in the hills neighborhoods (R1-10 and CVPP); and
    - The existing Wavecrest Resort and L'Auberge Villas entitlements provide an additional 43 units as options for STR use (R2 zone and Hotel Specific Plan).

Council Guiding Principles & Objectives for STR Regulations

On July 24, 2023, the City Council determined the initial eleven guiding principles and objectives for development of new STR regulations. On September 5, 2023, the City Council voted unanimously to add a twelfth guiding principle to guide the process as follows:

1. Honor the existing policies in the Del Mar Community Plan.
2. Maintain the residential character of neighborhoods in residential zones.
3. Honor the tradition of vacation rentals during the summers, holidays, and horse-racing season.
4. Ensure protection of the public health, safety, and general welfare.
5. Ensure the City's natural resources will be preserved and protected.
6. Ensure STRs will not overburden public improvements, facilities, and services.

7. Minimize adverse impacts to adjacent private properties and the surrounding neighborhood.
8. Consider distribution and concentration of STRs throughout the community.
9. Craft regulations that are easy to understand and implement.
10. Communicate expectations for civil conduct in line with "good neighbor" policies.
11. Establish enforcement protocols, and ensure regulation of short-term rentals is, at a minimum, revenue neutral to the City.
12. Work towards a solution for STRs that works for Del Mar and will pass muster with the Coastal Commission.

Creation of Database of Existing STRs to Identify Baseline Conditions

On September 5, 2023, the City Council provided direction to staff to establish a database of existing STRs in operation within the last 10 years for use as a starting point in the discussion of options for new STR policies and regulations. The registry will inform the City of a reasonable baseline to use for future City Council determinations of the number of existing STRs that need to be accommodated as well as whether additional maximum limits on new STRs would be appropriate to set in residential zones. It is understood that the CCC typically relies on this type of data when evaluating the proposed STR regulations for coastal jurisdictions.

To ensure that the City has as accurate of data as possible related to STRs, staff created a web page for property owners to register their STR locations to assist the City establish a database of existing STRs. Newsflash articles were published and distributed in the City's weekly update on September 8, 14, 15, and 22 to facilitate public outreach and encourage existing STR owners to add their properties to the database. To-date, the City has received documentation for 43 properties including 39 STRs via the code compliance process since 2016 and four STRs via the registry, including one property where additional documentation may be needed.

There are approximately 148 existing STRs (5.7% of total dwelling units), which account for the 125 STRs advertised in June 2023, the four submittals to-date in response to the call for registry of existing STRs, and the list of 39 existing STRs who previously provided information via the code compliance process. The consolidated list adds up to a total of 148 STRs when duplicate listings were removed. To help inform future policy decisions, existing STR operators are encouraged to register by December 5, 2023 at following link: https://www.delmar.ca.us/FormCenter/Planning-6/ShortTerm-Rental-Registry-51

Existing STRs that register will be more likely to secure priority status and ability to continue operations under new STR regulations (i.e., if cap applies in residential zones).

Council Approach

On September 5, 2023, the City Council received a report from the City Attorney with an overview of past Coastal Commission actions, court decisions, and legal parameters to help guide community discussions focused on the creation of a new STR regulatory framework. The City Council also provided direction to return with a summary of the regulatory framework of seventeen California jurisdictions, which would inform the Council's direction for the City's regulatory framework. The information below summarizes the results of the key components of the survey.

DISCUSSION/ANALYSIS:
Following is a summary of issue categories and details relating to implementation of STR regulations in accordance with the guiding principles stated above and approaches the Coastal Commission has approved. STR regulation examples from the following 17 jurisdictions are included in Attachment A:

- *San Diego region*: Cities of Carlsbad, Encinitas, Oceanside, San Diego, and Solana Beach.

- *Other California Jurisdictions:* Cities of Avalon, Carmel by the Sea, Carpinteria, Dana Point, Half Moon Bay, Laguna Beach, Newport Beach, Palm Springs, Pismo Beach, San Clemente, Santa Cruz, and Trinidad.

The main issue categories where staff is seeking City Council input and direction are described below:

Issue Categories	**Description**
1. STR Ownership Types	***Confirm whether to regulate STRs by ownership type and/or if owner is available on-site as STR rental host.*** **Primary Residence:** Owners occupy property year-round, or more than 6 months per calendar year, as their primary residence and rent as Part-Time STR **Secondary Residence:** Owners occupy property 6 months or less per calendar year and rent as Part-Time STR **Full-Time STR:** Owners do not occupy property and rent as Full-Time STR

	The City can impose different rules based on STR ownership type. This can include a cap on the number of licenses issued per lot and/or per STR operator. The City also can impose requirements that distinguish between hosted STRs (where the owner or owner's representative is available on-site) versus non-hosted STRs. Most STRs in Del Mar appear to be non-hosted. Most examples reviewed have provisions to accommodate existing STRs (10 of 17 jurisdictions). Half Moon Bay and Pismo Beach allow STRs in residential zones where they are a primary residence. Carmel and Laguna Beach accommodate existing STRs but have caps that have been reached, and therefore do not allow any new STRs in residential zones with justification to CCC based on local conditions. <u>Staff recommendation</u>: New STR regulations should differentiate between full-time STRs and use of a primary residence as a part-time STR. The City should set a cap on STRs in residential zones and limit the number of STR permits issued per lot. The City can also choose to limit the number of STR permits per property owner and/or STR operator.
2. STR Permit and Licensing Procedures	***Identify desired STR permit and licensing procedures.*** All jurisdiction examples reviewed require a STR permit that is enforceable and revocable. The City can require STR Permits on an annual basis or can require less frequent renewal after issuance (i.e., every two years or three years). Some jurisdictions limit permit issuance to the property owner (11 of 17) and/or specify that the permit is non-transferable (12 of 17). It is recommended that the permit be approved at the staff level and provide for an appeals process if the permit/license or renewal is denied, suspended, or revoked where appeals would be heard by an Administrative Hearing Officer. Currently, a business license is required of any person conducting business in the City of Del Mar. Most

	jurisdictions require a business license for STRs (9 of 17). By comparison, some jurisdictions consider the STR Permit to be equivalent to an issued business license. Some jurisdictions require the owner maintain insurance (8 of 17); maintain records of STR operations (10 of 17); identify the permit/license number on advertisements (13 of 17); or prohibit on-site advertisements identifying the property as an STR (5 of 17). Staff recommendation: Require property owners to obtain a STR Permit with an annual renewal requirement; maintain at least $1 million in property insurance; maintain and provide records of STR operations for audit and inspection purposes; identify the permit/license number on STR advertisements; and that the STR Permit be revocable.
3. Designated Point of Contact for Timely Response to Complaints	***Identify desired details for STR operators to designate a 24-hour point of contact who will be responsible for timely response to complaints and make this information available.*** All jurisdictions except Carmel by the Sea expressly require a 24-hour point of contact for the STR. The City can require the designated contact information to be shared in a mailed notice to adjacent property owners upon permit issuance, posted on-site, and/or on the City web page to facilitate timely response to complaints and enforcement of the regulations. Some of the jurisdictions surveyed require the designated contact information be provided to STR neighbors via mailed notice (8 of 17). Staff recommendation: Require on-site posting of contact information and mailed notice with STR contact information to property owners/occupants in proximity to the STR. As identified below under #9, staff recommends the City also implement a licensing software system to facilitate STR permitting, monitoring, and enforcement that would include a City hotline, mapping of STR permit locations, and STR contact information in an online resource.

4. Overall STR Cap to Preserve Housing Stock	***Identify whether an overall cap on STRs is desired as a means to preserve existing housing stock in accordance with Housing Element Program 5C.*** The City can set an overall cap on the total number of STRs in the City (typically expressed as the maximum percentage of total dwelling units) or set caps on the different subtypes of STRs (i.e., Primary Residence, Secondary Residence, and Full-Time STRs). Citywide caps were adopted by the cities of San Diego (1%), Dana Point (max. 115 permits non-hosted), Trinidad (15%, max. 32 FT STRs), Carmel by the Sea (in multi-unit zones max. one STR per every 3 affordable dwelling units created), Laguna Beach (20%, max. 300 non-hosted), and Carpinteria (max. 218 non-hosted). The CCC factors the number of existing STRs and hotel rooms available in the area in their reviews of LCPAs. • City has 2,574 dwelling units (per 2020 Census) • There are approximately 148 existing STRs (5.7% of total dwelling units) based on data to-date. By comparison, Solana Beach (a larger neighboring coastal jurisdiction) estimates their ratio of STRs is 5% of total dwelling units. • There are 400 hotel guest rooms/units in Del Mar and more than 1,979 additional guest rooms/units in proximity including 13 hotels within 5 miles of Del Mar in the cities of San Diego and Solana Beach and the County of San Diego for a total of 2,379 guest rooms in the area. By comparison, Solana Beach has 294 hotel rooms/units. <u>Staff recommendation</u>: Continue to collect information on the number of existing STRs in residential zones, set a maximum cap at 5% of total dwelling units, and accommodate existing STRs above the cap as needed.
5. Limits on Concentration by	***Identify whether limits on STR concentration by neighborhood are desired.***

Neighborhood (i.e., Beach, Bluff, Hills)	The City can set limits on concentration by neighborhood for STR use and can differentiate the rules based on the subtypes of STRs (i.e., Primary Residence, Secondary Residence, and Full-Time STRs) or limit STRs at the zoning district level through caps and separation distance requirements. This approach would require identification of the number and location of existing dwelling units in a specified area to facilitate calculation of the ratio between STRs and total dwelling units in that area; and the distance between each STR. This is a more staff intensive implementation approach that would require regular monitoring and updates to reflect changes in the number of dwelling units and locations of STRs over time, which could conflict with the guiding principle to craft regulations that are easy to understand and implement. Concentration limits were adopted by the cities of San Diego, Dana Point, Carpinteria, San Clemente, and Palm Springs. These jurisdictions and others that regulate by concentration are generally geographically larger than Del Mar where it is more feasible to regulate concentration by zoning district and allocate staff resources towards implementation and enforcement. Staff recommendation: Limit the total number of STRs on a Citywide basis.
6. Limits on Duration and Use of STR (i.e., Length of Stay per STR Booking, Prohibitions on Special Events, Limits on Daytime Guests, and Minimum Age to Rent)	***Identify whether a limit on minimum length of stay per STR booking is desired (i.e., 2-night minimum).*** The City can set limits on the length of stay per STR booking to minimize the potential for STRs to be used by groups of people for one-night special events in conflict with the intent. Many cities were approved by the CCC to require minimum 2-night stays including San Diego, Dana Point, Newport Beach, Trinidad, and Oceanside. Solana Beach (2012) requires a minimum 7 day stay. Staff recommendation: Require a two-night minimum length of stay per booking.

	The City can also set a maximum limit on duration of use. For example, Palm Springs limits STR operators to a maximum of 26 rental contracts per year; and Half Moon Bay limits STR use to 100 days per year in residential zones. Staff recommends deferring the discussion on maximum length of stay requirements to a future date when additional data on existing STRs will be available. ***Identify whether to expressly prohibit Special Events, Limit Daytime Guests, and Set Minimum Age to Rent*** Some jurisdictions explicitly prohibit special events in STRs (8 of 17), specify a minimum age to rent the STR (3 of 17), and/or limit the number of daytime guests and the hours allowable for daytime guests (6 of 17). Staff recommendation: Specify the minimum age for rental is 25 years of age and expressly state that hosting of special events in an STR is prohibited.
7. Good Neighbor Policies	***Identify desirable good neighbor policies.*** Nine of the 17 jurisdictions reviewed established good neighbor policies. Staff recommendation: Identify good neighbor policies and establish a procedure for STR operators to share them with STR visitors.
8. Operational Requirements	***Identify desirable operational requirements.*** The City can adopt operational requirements within the ordinance or reflect these in the good neighbor policies. Most jurisdictions address limits consistent with existing noise and refuse and recycling ordinances. Some jurisdictions limit the number of vehicles per STR rental (i.e., one per STR or number of on-site parking spaces). Staff Recommendation: Require compliance with existing legislation (i.e., noise, trash, occupancy) and utilize good

	neighbor policies to identify best practices and expectations.
9. Monitoring and Enforcement	***Identify desired approach for monitoring and enforcement.*** Staff recommendation: At a future date, after drafting the Ordinance, that the City Council consider options to contract with a third-party consultant to facilitate implementation of the STR regulations. The goal is to create a one-stop shop customer interface to help streamline permitting, compliance monitoring, and enforcement for STR operators, the City, and the community, similar to systems used by other jurisdictions. The intent is that the implementing software system would also include a City hotline, mapping of STR permit locations, and identification of STR contact information in an online informational resource accessible to the public.
10. Collection of TOT	***Identify desired approach to facilitate collection of Transient Occupancy Taxes (TOT) from STRs to ensure regulation of short-term rentals is, at a minimum, revenue neutral to the City.*** Staff recommendation: Once a draft approach is decided by the City Council, it is recommended that the City Council at a future date consider options to facilitate collection of TOT as a means for cost recovery to facilitate permitting, monitoring, and enforcement of STRs.

Correspondence

Two public comment letters were received from STR operators since the September 5, 2023, City Council meeting and prior to publication of this report (Attachment D). One is from an STR operator who expressed opposition to STR permits, limits on intensity of use, and collection of TOT. The second letter is from an owner who relies on STR use to maintain a second home in Del Mar who is seeking “common sense legislation” such as permits, contact requirements, and compliance with occupancy and noise ordinances.

Next Steps

Below is an outline of the approach and planned next steps identified by the City Council:

- Prepare draft framework for Ordinance consistent with the guiding principles.
- Prepare environmental analysis of the draft Ordinance and consider alternatives.
- Conduct public outreach including to local hotels/motels and other stakeholders.
- Obtain Council direction on process to require Transient Occupancy Tax (TOT).
- Hold noticed public hearing of the Planning Commission to review the draft Ordinance and provide a recommendation to the City Council.
- Hold noticed City Council public hearings to introduce and adopt an ordinance.
- Submit the adopted Ordinance to the CCC for certification.

HOUSING IMPACT:
STRs involve commercial use of a dwelling unit that can displace long term housing stock. This special project to establish new STR policies/regulations is consistent with the City's Housing Element Program 5C, which commits the City to implement measures to reduce current vacancy rates in units of off-site property owners that report the units as unoccupied and having no long-term housing tenant. The intent is to protect the residential character of neighborhoods in residential zones by creating new opportunities for STRs in commercial zones and maintaining the majority of dwelling units in residential zones for long term housing.

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

ENVIRONMENTAL IMPACT:
The requested action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (General Rule) because CEQA only applies to projects with the potential for causing a significant effect on the environment. For the purpose of CEQA, there is no change in baseline environmental conditions as a result of the action.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
The STR Regulations special project is a City Council identified priority for completion in FY 2023-2024.

ATTACHMENTS:
Attachment A – Matrix of Surveyed California Jurisdiction Regulations
Attachment B – STR Background Summary
Attachment C – Supplemental Data Analysis through June 2023
Attachment D – Correspondence

COMPARISON OF SHORT-TERM RENTAL REGULATIONS IN CALIFORNIA

		Half Moon Bay	San Diego	Dana Point	Trinidad	Newport Beach	Carmel by the Sea	Laguna Beach	Oceanside	Pismo Beach	Santa Cruz	Carpinteria	Solana Beach	Carlsbad	San Clemente	Avalon	Encinitas	Palm Springs
General Characteristics	CCC Approval Date	2023	2022	2022	2022	2021	2020	2020	2019	2018	2018	2016	2012	--	--	--	--	N/A
	Approx. Population	11k	1.4m	33k	309	85k	4k	23k	173k	8k	62k	13k	13k	115k	64k	4k	62k	45k
	100% within Coastal Zone	●					●					●	●			●		
	Located in SD County		●						●				●	●			●	
	# of Hotel Rooms	600	64k	1,900			1,000	1,300					294					5,300
Permit / License	Notify Neighbors	●			●					●		●	●	●	●		●	
	Issued Only to Prop. Owner			●	●	●		●	●	●	●	●			●	●		●
	Consent from HOA	●													●		●	●
	Pre-Permit Inspection	●			●			●	●	●	●					●	●	●
	Bus. License Required	●				●		●	●	●		●		●		●	●	
	STR Permit Required	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

COMPARISON OF SHORT-TERM RENTAL REGULATIONS IN CALIFORNIA

		Half Moon Bay	San Diego	Dana Point	Trinidad	Newport Beach	Carmel by the Sea	Laguna Beach	Oceanside	Pismo Beach	Santa Cruz	Carpinteria	Solana Beach	Carlsbad	San Clemente	Avalon	Encinitas	Palm Springs
Permit / License (Continued)	Permit Duration	1 yr	2 yrs	1 yr	1 yr	1 yr	1 yr	3 yrs	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr	1 yr
	Non-Transferable	●	●	●	●			●	●	●	●	●				●	●	●
	Accommodate Existing STRs	●		●	●		●	●			●	●				●	●	●
Intensity of Use	Citywide Cap		●	●	●		●	●				●						
	Concentration		●	●								●			●			●
	Distance Buffer				●										●			
	Min. # of Nights		●	●	●	●			●				●			●	●	
	Max. Duration	●		●						●								●
	Occupancy Limits	●		●	●	●		●	●	●		●		●	●	●	●	●
	Max. # of STR Permits	●	●	●	●					●	●							●
	Max. # of STRs per APN	●	●	●	●						●				●			

COMPARISON OF SHORT-TERM RENTAL REGULATIONS IN CALIFORNIA

		Half Moon Bay	San Diego	Dana Point	Trinidad	Newport Beach	Carmel by the Sea	Laguna Beach	Oceanside	Pismo Beach	Santa Cruz	Carpinteria	Solana Beach	Carlsbad	San Clemente	Avalon	Encinitas	Palm Springs
Use Types & Location Restrictions	STR as Primary Residence (in Res. Zone)	●								●								
	Prohibited in Residential Zone						●	●										
	Other Restrictions (*See Pg. 5*)	●				●			●		●	●		●	●			
Operational Requirements	Parking Limits	●		●	●		●	●		●	●	●		●	●	●	●	●
	Noise	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●
	Trash	●	●	●	●	●		●	●	●	●	●		●	●	●	●	●
	24/7 Contact	●	●	●	●	●		●	●	●	●	●	●	●	●		●	●
	Insurance	●		●	●			●				●			●		●	●
	Indemnify City	●		●														●
	Minimum Rental Age			●	●	●												
	Daytime Guest Limits			●	●			●	●	●							●	

COMPARISON OF SHORT-TERM RENTAL REGULATIONS IN CALIFORNIA

		Half Moon Bay	San Diego	Dana Point	Trinidad	Newport Beach	Carmel by the Sea	Laguna Beach	Oceanside	Pismo Beach	Santa Cruz	Carpinteria	Solana Beach	Carlsbad	San Clemente	Avalon	Encinitas	Palm Springs
Operational Requirements (Continued)	Comply w/ Fire/ Building Codes	●	●	●						●	●	●			●	●	●	●
	Allow City Inspections	●	●	●	●	●			●	●	●	●			●	●	●	●
	No Special Events	●				●		●			●	●		●	●		●	
	Advertising (City Permit #)	●	●	●		●		●		●	●	●		●	●	●	●	●
	No Onsite Advertising	●	●	●				●				●			●			
	Good Neighbor Policy		●	●	●	●		●	●	●				●	●			
	Signage Posted (Interior)		●							●	●	●	●		●	●	●	●
	Signage Posted (Exterior)		●					●	●		●	●	●			●	●	
	Keep / Provide Records	●	●		●			●	●		●	●	●	●	●			●
	Transient Occupancy Tax	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Enforcement (Revocation)	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●

COMPARISON OF SHORT-TERM RENTAL REGULATIONS IN CALIFORNIA

Other Use Types & Location Restrictions

Half Moon Bay
- STR must be primary residence (*Exemption:* STRs in commercial zones & existing STRs since Oct 2022, if TOT paid and not multi-family)
- Limits STRs to 1 in duplexes/triplexes, and only if 1 unit is a primary residence
- Limits STRs to 1 in mixed-use zones
- Prohibits STRs in mobile homes, RVs, multi-family units, affordable housing, farmworker housing, ADUs, open space and urban ag zones, smaller residential lots

Newport Beach
- STRs limited to residential zones

Oceanside
- Prohibit STRs in mobile home parks (preserve for affordable housing)
- No new ADUs or primary unit may be rented as STR

Santa Cruz
- Prohibits new, Non-Hosted STRs
- Permits Hosted STRs (up to 250 permits)
- Prohibits STRs in ADUs unless an exception applies

Carpinteria
- Non-Hosted STRs limited to Vacation Rental Overlay Zone

Carlsbad
- STRs limited to Coastal Zone & La Costa Resort & Spal Master Plan area

San Clemente
- Prohibits STRs in affordable housing

Background Summary and Policy Context

Prior Actions to Accommodate Existing Short Term Rentals (STRs) Until New Regulations Take Effect

This City Council priority special project began in 2016 and has involved several California Coastal Commission (CCC) actions, legal challenges, and enforcement considerations as well as processing delays due to the timing of the final court decisions rendered during the COVID 19 pandemic, which required the City Council to postpone work on a new STR ordinance and direct the City's limited resources to address the highest priority public health and safety issues and legal mandates.

Initial Moratorium:
After experiencing a significant increase in the number of STRs operating in residential zones, on April 4, 2016, the City Council adopted a moratorium on new STRs in residential zones and provided for existing, non-conforming STRs to temporarily continue to operate while new regulations are processed. The moratorium ended on November 6, 2017 (when Ordinance 934 was adopted). The moratorium was replaced with a Council-adopted forbearance policy to accommodate STRs in operation prior to April 4, 2016, until new STR regulations take effect (see forbearance discussion below).

STR "7/28 Ordinance" - Ordinance 934:

November 6, 2017 - The City Council adopted Ordinance 934 to establish new STR regulations. This ordinance, also referred to as the "7/28 ordinance", never became effective because Zoning/Local Coastal Program Amendments require CCC certification per the California Coastal Act in order to take effect.

June 7, 2018 – After the CCC conditionally certified Ordinance 934 in June 2018, the City processed an extension. However, while the City was waiting for final resolution of litigation, the conditional CCC approval expired on December 13, 2019.

February 7, 2021 - The court dismissed the final case (City of Del Mar v. California Coastal Commission) because the CCC's conditional approval had expired on December 13, 2019.

Adoption of Forbearance Policy Currently in Effect:
The forbearance policy was adopted by Council Resolution 2017-71 on November 6, 2017, to accommodate STRs in operation prior to April 4, 2016, until new STR regulations take effect. The forbearance has been consistently applied, enforced, and maintained:

Date	City Council Action
Nov 6, 2017	Adopted new STR Ordinance 934 and Resolution 2017-71 to establish Forbearance Policy
Sep 4, 2018	Approved six-month extension to March 2019 (Resolution 2018-61)
Feb 11, 2019	Approved one-year extension to February 2020 (Resolution 2019-09)

Feb 3, 2020	Approved one-year extension to February 2021 (Resolution 2020-05)
Feb 1, 2021	Approved two-year extension to February 2023 (Resolution 2021-04)
Jan 23, 2023	Approved two-year extension to January 2025 (Resolution 2023-02)

What is an STR?
STR's are generally defined as visitor accommodation (commercial activity) in a dwelling unit where the unit as a whole is rented for less than 30 consecutive days. However, some STR operators offer rentals of a portion of the dwelling unit and/or as multiple STR rental options within a single dwelling unit.

General Description of Coastal Act
The Coastal Act requires public access to be protected, provided, and maximized. The CCC considers STRs as a means for visitors to access the coast. The relevant policy Section 30213 of the Coastal Act states "Lower cost visitor and recreation facilities shall be protected, encouraged, and where feasible, provided. Developments providing public recreational opportunities are preferred." The CCC has interpreted that STRs are a type of lower cost visitor accommodation, more affordable than traditional hotels that can facilitate members of the public with low or moderate incomes to access and recreate at the coast. Further, the CCC has taken the position that coastal jurisdictions should expressly accommodate STRs within Local Coastal Program policies and regulations. The CCC has generally interpreted STRs to be both a visitor-serving use and a form of residential use. In terms of length of stay, CCC staff has indicated an expectation in the past that the local regulations accommodate the ability for a weekend getaway to provide visitor opportunities during the most common times individuals are able to travel. That being said, the CCC has expressed recognition that each community is unique and may address STRs differently.

Local Policy Context

Del Mar Community Plan (General Plan)
The Del Mar Community Plan expresses the community's policy vision to guide development. It is the main point of reference for all land use-related decisions. The Community Development section of the Community Plan includes the City's Land Use Element and the most relevant land use policies related to the topics of STRs and housing included below:

> Overall Goal: Preserve and enhance the special character of Del Mar, the elements of which are a village-like community of substantially single family residential character, a picturesque and rugged site, and a beautiful beach.
>
> Community Development Goal 3: Preserve and enhance Del Mar's special residential character and small town atmosphere with its harmonious blending of buildings and landscape in proximity to a beautiful shoreline.

Goal 3 Objective C: Adopt strong positive controls to prevent future commercial development which is incompatible with the existing residential character of the community.

Goal 3 Objective D: Preserve existing and insure adequate housing for diverse age and socio-economic groups within the community.

Goal 3 Objective E: Encourage and facilitate provision of lower cost housing for low- and moderate-income households.

Community Development Goal 5: Preserve the economic integrity of the community.

Goal 5 Objective A: Maintain a balanced philosophy toward commercial growth which permits the City's income to keep pace with its expenditures while insuring compatibility with all other goals and objectives of the Community Plan.

Goal 5 Objective B: Promote those uses of the commercial area which will be of greatest economic benefit to the community while insuring compatibility with all other goals and objectives of the Community Plan.

Goal 5 Objective D: When feasible and appropriate, require an economic analysis on any future proposed community plan revisions.

Community Development Goal 6: Assure continuing public participation in city planning by developing procedures in which citizens can participate in updating General Plan goals and policies and help in implementing programs including consultation and advice on enabling legislation.

City of Del Mar Community Plan - Housing Element (6th Cycle 2021-2029)

The Del Mar Housing Element identifies the following goals, policies, and programs:

- Provide new types of housing opportunities and housing capacity for a greater range of income levels by pursuing development at the State Fairgrounds, promoting accessory dwelling units, and incorporating multiple dwelling unit development in various commercial zones;
- Remove governmental constraints to create new opportunities for affordable housing through modified regulations, incentives, and streamlining of processes;
- Establish a regulatory framework that supports the maintenance and improvement of existing housing, including the preservation of affordable housing;
- Provide equal opportunities and access to housing options within the community for residents of all abilities consistent with the City's overall housing policy goal to "Inspire a more diverse, sustainable, and balanced community through implementation of strategies and programs that will result in economically and socially diversified housing choices that preserve and enhance the special character of Del Mar.";

- Provide affordable housing assistance resources and information to residents, property owners, and individuals seeking to remain living in the community or to relocate to Del Mar; and
- Identify the challenges faced by special needs groups working and/or living in the community and taking actionable steps towards assisting those groups consistent with the City's housing goals.

Housing Element Program 5C commits the City to implement measures to reduce current vacancy rates in units off-site property owners that report the units as unoccupied and having no long term housing tenant.

Local Coastal Program (LCP) Land Use Plan (LUP)
Any proposed land uses must conform with the policies of the Coastal Act. The standard of review for any prospective STR Ordinance will be the City's certified LCP LUP. Relevant LCP policies include:

> LUP Goal IV-A: Provide physical and visual access to coastal recreation areas for all segments of the population without creating a public safety concern, overburdening the City's public improvements, degrading the City's natural resources, or causing substantial adverse impacts to adjacent private properties.
>
> LUP Policy II-6: Encourage visitor-serving and recreation-oriented businesses that blend harmoniously with the traditional small-town character of the community.
>
> LUP Goal V-B: Provide the public with quality overnight accommodations and other visitor-serving facilities which enhance the unique village character of the community.
>
> LUP Policy V-10: The City shall ensure that development of visitor-serving facilities is compatible with surrounding development and is consistent with the policies of this Land Use Plan intended to preserve environmentally sensitive resources.

Regulatory Context – Zoning Code/Certified Local Coastal Program (LCP)

Title 30 of the Del Mar Municipal Code (DMMC) sets forth the City's Zoning regulations. The DMMC Title 30 regulations and associated maps applicable to base zones, overlay zones, permitted/allowed uses, required discretionary permit types, public access, and coastal resources comprise the City's certified LCP implementing ordinances. Until new STR regulations are adopted and become effective, new STR's are only an allowed use in commercial zones, including the Residential-Commercial (RC), Central Commercial (CC), North Commercial (NC), Professional Commercial (PC), Visitor-Commercial (VC), Hotel Specific Plan, and 941 Camino Del Mar Specific Plan zones; and as provided for by development entitlement (i.e., Wave Crest Resort Time Shares and L'Auberge Vacation Villas). STRs are currently not an allowed use in any residential zones, including R1-40, R1-14, R1-10, R1-0B, R1-5, R1-5B, RM-east, RM-West, RM-Central, RM-South, and R2 zones.

Supplemental Data Analysis

Following is a summary of the data presented to the City Council on July 10, 2023, for January 1 – April 30, 2023, compared to supplemental data collected through June 30.

	January 1 - April 30, 2023	**January 1 - June 30, 2023**
Total STRs Advertised	107	125
Ratio of STRs to Units 2,574 units per 2020 Census	4.2% (107 units) not including Wavecrest/L'Auberge units	4.9% (125 units) not including Wavecrest/L'Auberge units
Ownership	36 primary residences 71 with offsite owners	40 primary residences 85 with offsite owners
Average Length of Stay	3.7 days	5 days
Average Rental Rate per Night	$630	$625
Average Occupancy	62%	82%
Bedrooms per Unit	N/A	Ranged from studio to 7-bedroom units
Occupancy per Unit	N/A	Ranged from 2 to 14 visitors maximum
Parking "Amenities"	N/A	Most say "free parking"; some identify "on-street parking"

Locations of Advertised STRs

	Jan-April 2023	**Jan-June 2023**
RM-West Zone	37	(+2) 39
R2 Zone	20	(+4) 24
RM-East Zone	18	(+5) 23
R1-10 Zone	15	(+3) 18
R1-5B Zone	8	(+1) 9
RM-South Zone	7	(+3) 10
CVPP Zone	1	1
BC (R2) Zone	1	1
SUBTOTAL	**107**	**125**
Wavecrest Resort	3	(+3) 6
L'Auberge Villas	6	(+1) 7
TOTAL	**116**	**138**

Melinda Gould

From: Cherie Harris <cherieharris@yahoo.com>
Sent: Tuesday, September 19, 2023 2:48 PM
To: City Clerk Mail Box
Subject: Short Term rentals

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am a homeowner in Del Mar Beach Colony. Why is Del Mar special?? Because it does not **over regulate!!!**

I short term rent one of our properties though a local rental company.

-This provides jobs and income to the community.
-It provides access for others to enjoy the beauty of Del Mar Beach.
-It brings income to the local restaurants and stores.

I oppose your legislation to regulate short term rentals and **oppose**:

- Registration/Licensing/Permits
- Intensity of Use (overall cap and/or limits on concentration by area)
- Transient Occupancy Tax

It is a very quiet community and stories of wild parties in rental properties is greatly exaggerated. Walk through Beach Colony in the summer or any other night after 8pm and you will not hear a sound!!

Cherie Harris
626-375-3681

Melinda Gould

From: mikekhoury@netzero.net
Sent: Friday, September 15, 2023 7:06 AM
To: City Clerk Mail Box; Tracy Martinez; Dan Quirk; David Druker; Terry Gaasterland; Dwight Worden; City Manager Mail Box; Leslie Devaney
Subject: STR

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We own our home in Del Mar and raised our children in this home. We had to move away for an unknown period of time to take care of our elderly parents. Our lifelong plans are to retire and live out the rest of our lives in this home. We would not be able to keep this home if it wasn't for Short-term rentals providing us income to pay for expenses. This allows us to come back and stay in our home throughout the year, and create income during the times we are not there. Please do not limit the ability to allow short-term rentals to residents.

Common sense legislation such as permits (not limited), noise ordinances, occupancy limitations, contact requirements, etc.

Thank you.
Mike Khoury
760-668-0881

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: City Council Consideration of Follow Up Actions Pursuant to the Agreement for Withdrawal of the Referendum Against City Ordinance 973 Relating to Allowable Land Use and Development in the North Commercial Zone Including Short Term Rentals and Condominium Conversions

REQUESTED ACTION/RECOMMENDATION:
It is requested that the City Council consider two follow up actions pursuant to the Agreement executed between the City of Del Mar and Del Mar Hillside Community Group for withdrawal of the Referendum (Attachment A) against the adopted North Commercial Zone Housing Element-Related Ordinance 973 as follows:

- Consider whether to prohibit Condominium Conversions of market rate units developed pursuant to "by-right" development in the North Commercial Zone (NC Zone) as part of the Housing Element Program 4E (Condominium Conversions) code amendments that will be clarified in conjunction with the Inclusionary Housing ordinance currently in process via Housing Element Program 4D; and

- Consider whether to prohibit Short Term Rentals (STRs) in any "by-right" development project in the NC Zone as part of implementation of the special project currently in process to establish new citywide STR regulations and implement Housing Element Program 5C.

Staff recommends that the City Council defer any decisions on limits for Condominium Conversions and STRs in the NC Zone to coincide with the citywide policy discussions and decisions that are forthcoming related to those respective special projects in process.

BACKGROUND:
Ordinance 973 was adopted by the City Council on October 19, 2020, to implement the City's 5th Cycle Housing Element applicable to the planning period years 2013-2021. The

---

City Council Action:

primary purpose of the Ordinance was to establish an allowance for multiple dwelling unit residential use at a density up to 20 dwelling units per acre. Ordinance 973 was necessary to implement the City's Housing Element (Program 2E) and bring the City into compliance with the minimum density requirements required by State Housing law for the purpose of creating new opportunity sites for affordable housing. Ordinance 973 involved processing of amendments to the Del Mar Zoning Code and certified Local Coastal Program (LCP) to modify applicable policies, zoning designations, and mapping. Implementation of Ordinance 973 and the Housing Element also required processing of a separate Resolution to amend applicable policies, land use designations, and mapping in the Del Mar Community Plan (General Plan) to establish consistency with applicable zoning in the Del Mar Municipal Code and certified LCP. For consistency with applicable policies and regulations applicable to the North Commercial Zone, Ordinance 973 also clarified that STRs are an allowed land use in the NC Zone.

It should be noted that a similar ordinance (Ordinance 971) was adopted by the City Council on September 21, 2020, to implement 5th Cycle Housing Element Program 2F in order to amend the Professional Commercial Zone (PC Zone) for the same purpose of allowing housing up to 20 dwelling units per acre for Housing Element implementation and compliance with State law. The PC Zone Ordinance also clarified that STR use is an allowed use in commercial zones, including the NC and PC Zones. The City Council adopted the associated General Plan Amendment for Program 2F (Professional Commercial land use designation) via Resolution 2020-48 on September 8, 2020, and deferred its decision on the General Plan Amendment for the NC Zone Program 2E. The respective Local Coastal Program Amendments/Ordinances for the NC Zone and PC Zone were submitted to the Coastal Commission on November 6, 2020, for certification.

On November 18, 2020, a referendum was filed with the City by Arnold Wiesel (Proponent), entitled "Referendum Against an Ordinance Passed by the City of Del Mar City Council – Ordinance No. 973" (Referendum). The PC Zone Ordinance 971 was not included in the Referendum and remained in process with the Coastal Commission for certification review as required to become effective.

On January 11, 2021, the City Council took the following actions related to the Referendum filed against the adopted NC Zone Ordinance 973:

- Accepted the Certificate of Sufficiency issued by the City Clerk regarding a referendum filed with the City by resident, and registered voter, Arnold Wiesel (Proponent) on November 18, 2020, entitled "Referendum Against an Ordinance Passed by the City of Del Mar City Council – Ordinance No. 973" (Referendum), which sought to repeal Ordinance 973 as adopted by the City Council on October 19, 2020, to implement the City's 5th Cycle Housing Element Program 2E North Commercial Zone Zoning Amendment and Local Coastal Program Amendment as required per State Housing law;

- Considered whether to repeal Ordinance 973 or submit the Referendum to the Del Mar electorate for consideration as part of a special or regular election; and

- Authorized Mayor Gaasterland and Councilmember Druker to reach out to the Referendum Proponent to see if an agreement could be reached to withdraw the Referendum.

On March 15, 2021, the City Council considered a list of requests for Council actions and commitments from the Proponent that were later incorporated into the final Agreement. The City Council also took action to adopt the NC Zone General Plan Amendment via Resolution 2021-12, which amended the North Commercial land use designation to identify specific parcels in the NC zone where multiple dwelling unit residential use is allowed and parcels where multiple dwelling unit use is prohibited as shown on the map of the NC Zone in Attachment B. Settlement of the referendum withdrawal agreement and adoption of the General Plan Amendment for the NC Zone by April 15, 2021, were both necessary actions at the time to implement the 5th Cycle Housing Element and bring the City into compliance with State Housing law.

On September 28, 2021, the final Referendum Withdrawal Settlement Agreement was executed, which included requests for the City Council to consider limits on condominium conversions and short-term rentals (STRs) in the NC Zone that were incorporated into the final settlement agreement and are the subject of this item. The City has already separately addressed other items in the settlement agreement.

In March 2022, the Del Mar City Council adopted Ordinance 987, which amended Ordinance 973 to incorporate modifications required by the Coastal Commission as a condition of final certification approval. In May 2022, the Coastal Commission granted final certification of the LCP amendments applicable to the NC Zone and PC Zone, which is when the respective NC and PC Zoning Ordinances/LCPAs took effect.

DISCUSSION/ANALYSIS:
The requested action relates specifically to the Agreement commitment that the City Council consider whether to process limitations on condominium conversions and short-term rentals (STRs) in the NC Zone.

Should the City proceed with processing new limitations on Condominium Conversions in projects developed "by-right" in the NC Zone?

Pursuant to Section 3.4 of the Referendum Withdrawal Settlement Agreement (Condominium Conversions), the City agreed to explore the legality of amending its condominium conversion ordinances to restrict condominium conversion of market rate units that were developed pursuant to "by-right" development; and "within two years of execution of this Agreement, to hold a public hearing to consider whether to restrict condominium conversion by amendment to its ordinances and to address the potential

amendment's CEQA and Coastal Act compliance, Consultant retention, Citywide application, community workshops and related public noticing processes."

There is only one project location at this point in time where the requested limitation being contemplated could apply; and that development permit was already approved by the City. The permit is currently in process of Coastal Commission action as part of the appeals process provided by the Coastal Act. The project includes 50 units total, including 10 deed-restricted lower income affordable units that could not be converted to market rate condominiums. Currently, there are no additional sites where the requested prohibition would apply during the Housing Element planning period through April 2029.

California Government Code Sections 65583.2(h) and (i), identifies that "by-right" development of multi-family dwelling units is not subject to discretionary or CEQA review. Currently, if a condo conversion of market rate rental units developed pursuant to these by-right provisions is proposed in a future application, that application would be subject to discretionary approval for conversion of the rental units to condominiums; and any affordable rental units within such a project would be subject to an affordability covenant restricting the units to affordable rental units for at least 55 years because the City's existing condominium conversion regulations would preclude affordable units subject to such covenants from being converted to market rate condominiums. The existing regulations are consistent with the City's policy objectives in the Del Mar Community Plan and Housing Element to protect affordable housing and prevent a loss of existing housing stock. While the City's existing older rental housing developments provide some naturally occurring affordable housing options that are intended to be preserved, by comparison the new market rate rental units that are developed through a "by-right" process, per the focus of the Referendum Agreement, are anticipated to be units for above moderate households that demand a higher rent than the existing older rental housing stock.

Staff recommends that the City Council defer any decisions on limits for condominium conversions in the NC Zone to coincide with the citywide housing-related policy discussions and decisions that are forthcoming. City staff anticipates having public drafts available for review and processing via the Planning Commission and City Council in early 2024. As part of this effort the City will be clarifying the existing condominium conversion regulations as part of Housing Element Program 4E (Condominium Conversions), which is being processed together with amendments to the City's Inclusionary Housing ordinance (Housing Element Program 4D) because the two regulation types are currently comingled in the same code section in Del Mar Municipal Code Chapter 24.40 (Conversion of Residential Property). A prohibition on condo conversions is generally not recommended. Owners have expressed that they want the flexibility to sell condos to help offset the cost of providing rent-restricted units. As such, the requested narrow prohibition in the NC Zone that would be applicable to one affordable housing project could be viewed as a governmental-imposed impediment to affordable housing production that is counter to the goals and objectives of the adopted Housing Element.

Should the City proceed with processing new limitations on STRs in "by-right" development in the NC Zone?

Pursuant to Section 3.5 of the Referendum Withdrawal Settlement Agreement (Regulation of Short Term Rentals), the City agreed "within two years of execution of this Agreement, the City will hold a public hearing to consider whether to prohibit short term rentals in any "by-right" development within the North Commercial Zone as part of its citywide short term rental regulations."

A prohibition on STRs in the NC Zone is not recommended as STR use is a commercial use that is currently an allowed use in the NC Zone and other commercial zones. The change requested by the Referendum to prohibit STRs in the NC zone is inconsistent with the existing citywide approach to regulation of STRs and could result in an impediment to the creation of affordable housing units since the prohibition would apply only to projects that include deed-restricted affordable housing units. Owners citywide have expressed they want the flexibility for STR use of a portion of their market rate units in multiple dwelling unit development to help offset the cost of providing rent-restricted units. As identified above, there is only one project location at this point in time where the requested limitation being contemplated could apply; and that affordable housing development permit was already approved by the City. The lower income units within the project will be limited to use by the income-qualified tenants and could not be used as STRs. As such, the requested prohibition on STRs specific to the affordable housing project could be viewed as a new governmental-imposed constraint that is counter the goals and objectives of the adopted Housing Element.

It is recommended that the City Council wait to determine how STRs will be allowed in multiple dwelling unit projects, including any "by-right" development projects, in conjunction with the policy and regulation discussions currently in process related to the City's special project to establish new citywide STR regulations. Pending City Council direction as part of a separate item on October 2, 2023, City staff anticipates having a public draft of the STR regulations available for review and processing via the Planning Commission and City Council in early 2024. These efforts will also include measures per Housing Element Program 5C to reduce current vacancy rates and protect the character of neighborhoods in residential zones through creation of new opportunities for STRs in commercial zones and maintaining the use of most dwelling units in residential zones for long term housing.

HOUSING IMPACT:
This item relates to Housing Element implementation and compliance with State Housing law. Ordinance 973 was adopted by the City Council on October 19, 2020, to implement the City's 5th Cycle Housing Element applicable to the planning period years 2013-2021. The 2021 Referendum Settlement Agreement provided the City with a means to establish compliance with State Housing law. Implementation of new limitations on Condominium Conversions and STRs applicable to proposed housing development in one commercial

zone (NC Zone), as requested by the Referendum Proponents, could result in creation of new impediments to the creation of affordable housing units counter to the intent of the City's certified Housing Element.

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

ENVIRONMENTAL IMPACT:
The proposed City Council action does not constitute an "approval" or a "project" under the definitions set forth in California Environmental Quality Act (CEQA) Guidelines Sections 15352 and 15378 because no direct or indirect changes to the physical environment would occur. CEQA requires that the City adequately assess the environmental impacts of projects (as defined in Public Resources Code Section 21065) and reasonably foreseeable activities that may result from projects prior to the approval of the same. Any project developed as a result of the City Council's action that requires the City or the City Council's discretionary approval resulting in a physical change to the environment will be analyzed in accordance with CEQA prior to such approval. The current City Council action in no way limits the exercise of the City or the City Council's sole and absolute discretion. Therefore, no further CEQA review is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This item relates to multiple items on the City Council Goal & Priorities List for Fiscal Year 2023-24 including Housing Element implementation and the special project to create new citywide short-term rental regulations.

ATTACHMENT
Attachment A – Referendum Withdrawal Agreement
Attachment B – Map of NC Zone

AGREEMENT BETWEEN THE CITY OF DEL MAR AND THE DEL MAR HILLSIDE COMMUNITY GROUP FOR WITHDRAW OF REFERENDUM AGAINST CITY OF DEL MAR CITY COUNCIL ORDINANCE 973

PARTIES

The Parties to this Agreement are the City of Del Mar ("City"), a lawfully organized and Chartered City in accordance with the laws of the State of California, and The Del Mar Hillside Community Group ("Association"), an unincorporated association formed by local Del Mar City residents concerned about environmental quality and the quality of life in and around the Del Mar area.

RECITALS

1.1 **WHEREAS**, the City, pursuant to California Government Code section 65863 is required to create and maintain a capacity of adequate sites that can accommodate its regional share of housing including affordable housing for lower income household; and

1.2 **WHEREAS**, the City's 5th Cycle Housing Element (2013-2021, ending April 15, 2021) requires the City to allow density up to 20 dwelling units per acre in the City's North Commercial and Professional Commercial zones; and

1.3 **WHEREAS**, on October 19, 2021, in order to meet the City's housing obligations pursuant to Government Code 65863 and satisfy its obligation under the 5th Cycle Housing Element, the City adopted Ordinance 973; and

1.4 **WHEREAS**, Ordinance 973 would allow for residential development at up to 20 units per acre within the North Commercial zone Commercial zoned properties; and

1.5 **WHEREAS**, on November 18, 2020, the Association filed a referendum to repeal Ordinance 973 (Referendum). On January 11, 2021, the Referendum was certified as having sufficient signatures to place the Referendum on the local ballot; and

1.6 **WHEREAS**, the Referendum is known as "Referendum Against an Ordinance Passed by the City of Del Mar City Council - Ordinance 973;" and

1.7 **WHEREAS**, the City faces additional penalties by the State Department of Housing and Development if the City does not timely implement its housing elements and if the Referendum should pass it would jeopardize the City's ability to timely meet the State's mandates; and

1.8 **WHEREAS**, the Association is willing to withdraw its Referendum if the City is willing to take the actions set forth in this Agreement.

NOW THEREFORE, the Parties resolve to work together to achieve the following obligations:

AGREEMENT

2.1 Each Party has provided valuable consideration in exchange for the promises made herein. The City hereby agrees to take the actions set forth in this Agreement in return for the Association's agreement to withdraw the Referendum. The Association agrees to withdraw the Referendum (consistent with the Ca. Election Code, Div. 9. Chap. 3, Article 2, Section 9237.2) in return for the City fulfilling the obligations set forth in the Agreement. Both Parties agree that it is in the City's best interest that decertification of the City's Housing Element be avoided. Therefore, the Parties agree to the following.

CITY'S OBLIGATIONS

3.1 ***Objective Design Standards***

The City on March 25, 2021, conducted a hearing and on April 5, 2021, adopted the Housing Element Implementation Overlay Zone (HEI-OZ) to implement 5th Cycle Program 2G before April 15, 2021, which includes objective design standards which will be applicable to By-Right development within any area designated for By-Right development pursuant to Housing Element programs subject to Government Code 65583.2(h) and (i). Within the North Commercial Zone, two of 16 parcels are effected by a required rezone program in the City's 5th Cycle Housing Element referred to as Program 2G. Specifically, Program 2G authorizes by right multiple dwelling unit residential development of 20-25 dwelling units per acre with an affordable component on two vacant parcels at intersection of Jimmy Durante Boulevard and San Dieguito Drive.

In addition, the City's 6th Cycle Housing Element contains Program 6G which involves the development of objective design standards for multiple dwelling unit development which would be applicable to all by right multiple dwelling unit development citywide as required by Government Code 65583.2(h) and (i), State Density Bonus law, and/or Senate Bill SB35. . The City hereby agrees to affirm inclusion of Program 6G in the adoption of its 6th Cycle Housing Element and agrees to identify this program as a priority program and allocate the necessary budget to facilitate development of the objective design standards. However, recognizing that if the HEI-OZ is adopted with objective design standards included, the City anticipates requiring a Local Coastal Program Amendment (LCPA) to modify the HEI-OZ as part of Program 6G implementation.

3.2 ***Building Height***

The City hereby confirms that pursuant to the City's existing development standards that building height is measured from existing or finished grade, whichever is lower, including projects constructed in the floodplain project areas.

3.3 ***Discretionary Review Design Standards***

The City agrees and confirms that its Design Review Ordinance ("DRO") and existing zoning codes will be applied in all discretionary actions, unless otherwise pre-empted by State law, and include the following:

A. Rooftop equipment will be required to be within the 26-foot height limit.

B. Noise limits are included in the City's Noise Ordinance. There are no restrictions which preclude rooftop machinery. However, such machinery are subject to review pursuant to the City's DRO and screening of rooftop machinery is required by the City's existing zoning standards.

C. All exterior lighting is subject to review pursuant to the City's DRO and can be conditioned to be low intensity and downward directed.

D. The City's parking code requires onsite parking for all development to be consistent with the City's parking code.

E. Rooftop decks are currently not prohibited but are subject to review under the City's DRO and are subject to the City's height requirements.

3.4 ***Condo Conversion – By Right Development***

Pursuant to Government Code section 65583.2(h) and (i) By-Right development of multi-family dwelling units is not subject to discretionary or CEQA review. Rental multi-family dwelling units developed pursuant to the By-Right provisions could be subject to future conversion to condominiums. The City agrees that these by-right conversions would be contrary to its affordable housing programs.

The City will ensure that all By-Right affordable rental units are not subject to conversion and will be subject to an affordability covenant restricting the units to affordable rental units for at least 55 years.

The City has existing ordinances which regulate condominium conversions citywide. The goal of the ordinance is to prevent the "loss of housing stock that might otherwise occur" as a result of condominium conversion. The City agrees that rental units are a form of affordable housing which should be preserved. Therefore, the City agrees to explore the legality of amending its condominium conversion ordinances to restrict condominium conversion of market rate units developed pursuant to "By-Right" development. Specifically, the City agrees to:

A. Within two years of execution of this Agreement, the City will hold a public hearing to consider whether to restrict condominium conversion by amendment to its ordinances and to address the potential amendment's CEQA and Coastal Act compliance, Consultant retention, Citywide application, community workshops and related public noticing processes.

3.5 ***Regulation of Short Term Rentals***

The City acknowledges that Short Term Rentals can reduce the City's housing stock and impact the City's ability to meet its housing obligations, including affordable housing units. The City's current short term regulations were not accepted by the Coastal Commission and the City is considering development and adoption of short term rental regulations which would be acceptable to the Coastal Commission. Any prohibition on short term rentals citywide, including the North Commercial zone will be subject to approval of the Coastal Commission.

It is, however, important to note that the affordable housing units within By-Right developments are restricted by affordable housing covenants that preclude conversion from affordable to market rate or to short term rentals. The City hereby agrees that:

A. Within two years of execution of this Agreement, the City will hold a public hearing to consider whether to prohibit short term rentals in any by-right development within the North Commercial zone as part of its citywide short term rental regulations.

3.6. ***Wildfire Evacuation Plan***

On April 19, 2021 the City Council directed staff to proceed with producing a Wildfire Evacuation Plan ("Plan") for the North Commercial Zone/San Dieguito Drive area of the Del Mar community. Within three months of execution of this Agreement, the Del Mar Fire Department will host a community workshop to provide information to residents on wildfire preparedness and solicit public input on a wildfire evacuation plan for the North Commercial Zone/San Dieguito Drive area. Within nine months of execution of this Agreement, the City will develop a Plan and present it to the City Council to consider for adoption. The Plan will include the quantitative and qualitative elements necessary to ensure public safety, including ensuring adequate ingress and egress during emergencies. It will be at least as comprehensive as the attached Olivenhain Fire District's Wildfire Evacuation Plan (Attachment A), and may include additional information or may not include information not relevant to the City.

3.7. ***Delivery of Public Road Standards/ San Dieguito Drive Conversion***

Within six months following adoption of this Agreement, the City will work with property owners of the private section of San Dieguito Drive to determine to what degree the road is used for public purposes; to determine options for how to best address the below standard condition of the private road; and to consider the potential for future dedication of the road to the City for ongoing maintenance and improvement as a public road, including precise information on what road standard may need to be met.

3.8. ***Traffic and Parking Control – David Way***

David Way is a public street and gate installations on public streets are not likely to be approved within the Coastal Zone. The City will implement parking control measures in accordance with its current policies and procedures. Parking control measures may require a Coastal Development Permit and are subject to appeal by the California Coastal Commission. Such parking measures will require authorization from all property owners within the affected areas and review and approval by the City's Fire Department and Public Works Department.

3.9. ***Confirm that the City Code Noise Standards Apply***

The City confirms that any new project that has project features such as pools or other noise generating equipment will be required to comply with the City's Noise Ordinance and its Design Review Standards, as applied.

ASSOCIATION'S OBLIGATIONS

4.1. Withdrawal of Referendum

The Association will withdraw the Referendum by no later than ten (10) business days after the Parties execute this Agreement.

GENERAL CONDITIONS

5.1. Reviewed by Counsel

This Agreement has been fully reviewed by the Parties hereto and their respective counsel. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

5.2. This Agreement is a Settlement of All Claims

The Parties agree that this Agreement constitutes a settlement, compromise and full accord and satisfaction of disputed claims and shall not be treated as an admission of liability or fault by any Party, for any purpose. The Parties also agree and acknowledge that each of them deny any wrongdoing on their part or that of their agents, employees, elected officials or others associated with them, past and/or present, and specifically deny any and all of the allegations as set forth by Dispute.

5.3. Entire Agreement

The Parties further declare and represent that this Agreement contains the entire agreement between them and that the terms of this Agreement, including the RECITALS, are contractual and not a mere recital.

5.4. Attorney Fees-Prevailing Party

Each Party will be entitled to recover from any other party any attorneys' fees and costs, including investigative costs, incurred to enforce its rights in the duties or obligations created within this Agreement, or incurred as a result of the failure of any Party to perform its obligations or duties as set forth in this Agreement. Without limiting the generality of the foregoing, if any litigation, arbitration, mediation, administrative action or other proceeding in a court of competent jurisdiction ("Proceeding") is initiated by any Party against any other Party to enforce, interpret, or otherwise obtain judicial, quasi-judicial, or administrative relief in connection with this Agreement, the prevailing Party(ies) in such Proceeding shall be entitled to recover from the unsuccessful Party(ies) all costs, expenses, and reasonable attorneys' fees relating to or arising out of (a) such Proceeding (whether or not such Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from any such Proceeding.

5.5. No Waiver from Breach of Agreement

No waiver by any Party of any breach of this Agreement by any other Party shall operate or be construed as a waiver of any other breach or any subsequent breach, whether material or otherwise. No waiver by any Party of any breach of this Agreement by any other Party shall be effective unless it is in writing and signed by the Party claimed to have waived such breach.

5.6. Written Amendments are Required

This Agreement may be amended only by a written instrument executed by all the Parties hereto.

5.7. Parties Warrant

The Parties, and each of them, represent and warrant that:

A. They have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any right or claim being hereby released, or any portion thereof, or any interest therein; and

B. They are the sole owner of the rights and claims which are alleged or constitute the claims being hereby released; and

C. They are executing this Agreement voluntarily, without undue influence or coercion by any person or entity, with a full understanding of the terms of this Agreement, and by advice of counsel.

D. The representative signing this agreement on behalf of the Del Mar Hillside Association warrants that they are authorized to sign this Agreement on behalf of the Association.

5.8. Severability

Should any court, arbitrator, or tribunal of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality, and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

5.9. Interpretation

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one Party.

5.10. Entirety

Except as expressly referenced in this Agreement, the Parties agree that this Agreement contains the entire agreement between them with respect to the matters addressed in this Agreement.

5.11. Required Actions of the Parties

The Parties shall promptly execute any and all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement, or to complete and carry out its intent.

5.12. Counterparts

This Agreement may be executed in one or more counterparts and shall become effective as to each Party immediately following execution of the Agreement by that Party, provided neither Party may enforce this Agreement unless it has also agreed to be bound by it by executing and providing the executed Agreement to the other Party. This Agreement can also be signed through electronic signatures and shall be deemed valid as an original signature. In the event an executed original signature page signed by either Party is transmitted by facsimile, electronic mail or photocopied, a received facsimile transmission, electronic mail document or photocopy of the signature page together with a copy of the remaining pages of this Agreement shall constitute an "original" as that term is defined by California Evidence Code section 255, and shall be fully effective and binding as to the signatory.

5.13. Change in Laws and Certification of Housing Element

Parties acknowledge that this agreement is subject to changes in laws, particularly State laws related to housing and zoning, and certification requirements of the State's Department of Housing and Community Development related to the City's Housing Element. The Parties specifically recognize and accept these risk of these changes as they may apply to the implementation of the Agreement.

DEL MAR HILLSIDE ASSOCIATION

BY: _____ DATED: 9/27, 2021

ITS: Arnold Wiesel
Name, Title

CITY OF DEL MAR

BY: _____ DATED: 9/28, 2021
Terry Gaasterland, Mayor

APPROVED AS TO FORM:

_____
Leslie E. Devaney, City Attorney

ATTEST:

_____
Sarah Krietor, Acting City Clerk

For Official Use Only

CITY OF ENCINITAS
FIRE DEPARTMENT

OLIVENHAIN EVACUATION PLAN

I. EVACUATION DATA

JURISDICTION: City of Encinitas

LOCATION: North-eastern portion of Encinitas; (SDCO Evacuation Map P.157).
Note: Throughout the text, the acronym SDCO Evac Map is used to denote reference to the San Diego County Evacuation Planning Map Book

Sheriff Evacuation Zones 5050-5023,4920-4923, 4820-4823, 4720-4723

CONTACTS: WEEKDAYS AFTER-HOURS

City of Encinitas: Refer to Emergency Telephone Numbers List

DECISION TO EVACUATE:

It is the responsibility of each affected jurisdiction within the San Diego County Operational Area (OA) to make the decision as to whether to issue an evacuation order for their residents in the event of a wildfire. The Incident Commander decides what neighborhoods to evacuate and the Sheriff's Department carries out those orders.

ESTIMATED NUMBER OF PEOPLE THREATENED ("exposed population"):

Evening and Weekend Population: 5866

Daytime Population: 5240 (based on SANDAG estimate and 2000 census data)

ESTIMATED NUMBER OF PEOPLE THAT MAY REQUIRE TRANSPORTATION ASSISTANCE (Approximately 7% of exposed population; Refer to Homebound Vulnerable Residents List for specific addresses)**:**

411 persons

ESTIMATED EVACUATION TIME: (based on exposed population of 5866, estimated roadway capacity of 1,000 v.p.h. and an average occupancy of 1.5 persons per vehicle)**:**

Evening and Weekend: 3 hours, 55 minutes
Daytime: 3 hours, 42 minutes

OTHER THREATENED AREAS IN THE HAZARD ZONE:

1.	Highways and Thoroughfares	**OPEN/CLOSED**	**FROM/TO**

a. Rancho Santa Fe Road
b. Lone Jack Road
c. Fortuna Ranch Road
d. El Camino Del Norte

AFFECTED JURISDICTIONS:

1. City of Encinitas
2. City of Carlsbad
3. County of San Diego (Elfin Forest, Harmony Grove, and Rancho Santa Fe)

AFFECTED AREAS:

Wildfire would result in widespread damage to the eastern portion of Encinitas (Olivenhain). The affected area would include structures east of Ranch Santa Fe Road, north of Encinitas Blvd. and south of Olivenhain Rd., as well as neighborhoods running on either side of Manchester Avenue including Mira Costa College.

WARNING ACTIVATION:

In the event of a wildfire, advise the Sheriff's Department, Encinitas Fire Department, Public Works Department, and Encinitas EOC to begin evacuation of the affected areas. City of Encinitas will advise the San Diego County Sheriff's Department to begin evacuations away from the hazard areas, including unique institutions as indicated on the following page.

Note: The facilities listed below comprise only a partial listing of institutions/agencies that may be impacted in the event of local wildfire. It is the responsibility of each jurisdiction to notify all residents, schools, hospitals, businesses and all other facilities/individuals within the affected areas of an evacuation order. The Public Safety Grid coordinates cited throughout this document are from the San Diego County Evacuation Planning Map Book.

KEY FACILITIES AND UNIQUE INSTITUTIONS WITHIN THE HAZARD AREA:

City of Encinitas - **NOTIFICATIONS TO BE MADE BY CITY OF ENCINITAS (refer to Emergency Telephone Numbers sheet for additional numbers):**

1. Olivenhain Guest Home (medically fragile patients), 350 Cole Ranch Road, Encinitas, (760) 753-5082 or 760-717-3117 (24 hour)

2. Mira Costa College (San Elijo Campus) 3333 Manchester Avenue, Encinitas (760) 795-6640 (MCPD Dispatch)

3. Olivenhain Municipal Water District, 1966 Olivenhain Rd., Encinitas (760)753-0155

4. Pilot Management (management company for homeowners association near Double LL Ranch /Lone Jack gate) (760) 635-1405

5. 4-Points Management Agency (management company for Wildflower Estates homeowners association) (760) 632-8661

6. San Elijo Lagoon County Park and Ecological Reserve 2710 Manchester Avenue, Encinitas (858) 495-5162

7. Olivenhain Pioneer Elementary School (Encinitas Union School District) 8000 Calle Acervo, Carlsbad, 92009 (760) 944-2000 or 518-6890

8. Households identified on the Homebound or Vulnerable Residents List or Map

PUBLIC NOTIFICATION AND COMMUNICATIONS

Initial Notification

The initial public notification shall provide basic information including:

- Whether to evacuate or shelter-in-place
- Areas to be evacuated
- Why and when residents should evacuate
- The time required for evacuation efforts
- Designated evacuation routes
- What residents should take from their homes
- How pets will be accommodated
- Other information deemed appropriate

Public Alert and Warning Methods

- AlertSanDiego Mass Notification system
  https://www.blackboardconnect.com/login
  Username:(All Chief Officers & Emergency Managers have their own user names)
  Password: (Each user has own password)
- Sheriff's Emergency Notification System – Wireless Emergency Alert (WEA)
- Local Emergency Override System (for Cox cable)
  (760) 305-8912, access code 482, brief tone then press #
- Emergency Alert System (EAS) through County OES
  - Television
  - Radio
- Emergency vehicles equipped with public address (PA) systems, including lifeguard vehicles
- Sheriff's ASTREA helicopter PA system
- Personnel equipped with bullhorns
- City website (activate static emergency page)
- City social media sites – Facebook, Twitter, Nextdoor
- Door-to-door canvassing
  - Emergency officials
  - Volunteers (CERT, Senior Patrol)
- Programmable message signs (Public Works—2 total)
- 2-1-1 information line

MODES OF TRANSPORTATION

The primary mode of transportation that will be used during jurisdictional evacuation efforts will be privately owned automobiles. The City and OA will use available resources, Memorandums of Understanding and Agreement (MOUs/MOAs) with public and private transportation agencies, and mutual aid to procure, coordinate, and provide adequate means of transportation for those people that do not own or have access to automobiles, have disabilities which limit their transportation options, or have other special needs.

TRAFFIC CONTROL POINTS:

No.	Location	SDCO Evac. Map	Responsible Agency
1.	Double LL Ranch Rd. & Paseo Esmerado	4921 A-1	Sheriff or Fire Department (open gate)
2.	Dove Hollow Road & Lone Hill Lane	4922 A-1	Public Works (directional signage)
3.	Lone Jack Road & Double LL Ranch Road	4921 C-1	Public Works (directional signage)

4.	Lone Jack Road & Fortuna Ranch Road	4921 C-2	Public Works (directional signage)
5.	Cole Ranch Road @ Lone Jack Road	4820 C-2	Public Works (directional signage)
6.	Cole Ranch Road @ El Camino Del Norte	4820 C-2	Public Works (directional signage)
7.	Rancho Santa Fe Rd. & Olivenhain Rd. (closed to s/b traffic onto Rancho Santa Fe Road)	4920 B-2	Carlsbad PD
8.	Rancho Santa Fe Rd. & Avenida La Posta (traffic signal set to flash)	4820 C-2	Sheriff
9.	Rancho Santa Fe Rd. & Lone Jack Road	4820 C-2	Sheriff
10.	Rancho Santa Fe Rd. & El Camino Del Norte	4820 C-2	Sheriff
11.	Rancho Santa Fe Rd. & Encinitas Blvd. (closed to n/b traffic onto Rancho Santa Fe Road). Traffic signal set to flash	4720 B-2	Sheriff
12.	El Camino Del Norte and Val Sereno Drive	4821 A-2	Sheriff

EVACUATION ROUTES:

Scenario "A" Event (wildfire is outside city limits, approaching east from Harmony Grove or Rancho Santa Fe)

Exposed population north of Dove Hollow Road/Double LL Ranch Road will be evacuated via the Double LL Ranch Rd. gate. Evacuation routes are as follows:

No.	Location	SDCO Evacuation Planning Map(s)
1.	S/B on Copper Crest Road (to Lone Jack Road)	4921 C-1
2.	South-west on Lone Hill Lane (to Lone Jack Road)	4921 C-1
3.	S/B on Lone Jack Road	4921 C-1
4.	S/B on Lone Hill Lane (to Dove Hollow Rd.)	4921 C-1
5.	W/B on Dove Hollow Road	4921 D-1
6.	W/B on Double LL Ranch Road	4921 C-1

Exposed population south of Dove Hollow Road /Double LL Ranch Road will be evacuated via Lone Jack Road and El Camino Del Norte:

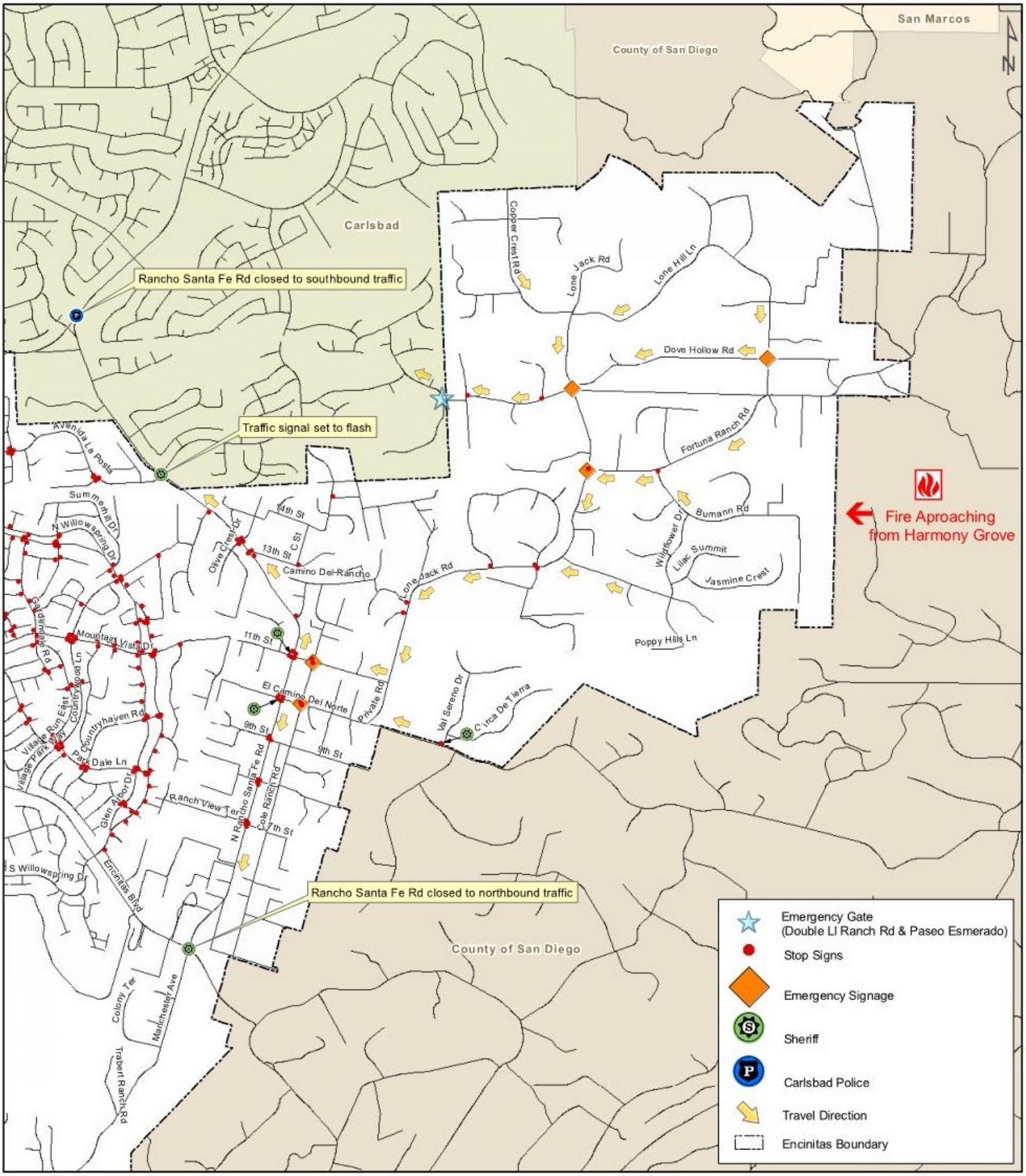
1.	S/B on Rancho Summit Dr. (to Fortuna Ranch Road)	4922 B-1
2.	W/B on Fortuna Ranch Road (to Lone Jack Road)	4921 C-2
3.	S/B on Western Springs Road (to Fortuna Ranch Road)	4921 D-2
4.	W/B on Bumann Road (to Fortuna Ranch Road)	4921 D-2
5.	North on Wildflower Drive (to Fortuna Ranch Road)	4921 D-2
6.	W/B on El Camino Del Norte	4722 A-1, B1
7.	W/B Camino Del Rancho	4821 B-1
8.	S/B on Rancho Santa Fe Rd.	4820 C-1, C-2

Traffic exiting Lone Jack Road and streets to the north will be directed north (no left turn) using on Rancho Santa Fe Road.

Traffic exiting El Camino Del Norte and streets to the south will be directed south (no right turn) on Rancho Santa Fe Road.

If necessary, a utility access road from Morning Sun Drive to Village Park Way is available to direct traffic off Rancho Santa Fe Road.

Due to the narrow roadways and need to possibly deploy firefighting resources to the affected areas, contra flow operations is not an effective option for evacuating residents.


San Marcos
County of San Diego
Carlsbad
Rancho Santa Fe Rd closed to southbound traffic
Traffic signal set to flash
Rancho Santa Fe Rd closed to northbound traffic
Fire Aproaching from Harmony Grove
Copper Crest Rd
Lone Jack Rd
Lone Hill Ln
Dove Hollow Rd
Fortuna Ranch Rd
Bumann Rd
Wildflower Dr
Lilac Summit
Jasmine Crest
Poppy Hills Ln
Lone Jack Rd
Camino Del Rancho
Olive Crest Dr
14th St
13th St
C St
11th St
El Camino Del Norte
Private Rd
Val Sereno Dr
Circa De Tierra
9th St
Avenida La Posta
Summerhill Dr
N Willowspring Dr
Mountain Vista Dr
Countryhaven Rd
Pack Dale Ln
Ranch View Ter
N Rancho Santa Fe Rd
Cole Ranch Rd
7th St
S Willowspring Dr
Encinitas Blvd
Colony Ter
Manchester Ave
Trabert Ranch Rd
Emergency Gate
(Double LI Ranch Rd & Paseo Esmerado)
Stop Signs
Emergency Signage
Sheriff
Carlsbad Police
Travel Direction
Encinitas Boundary

Scenario A

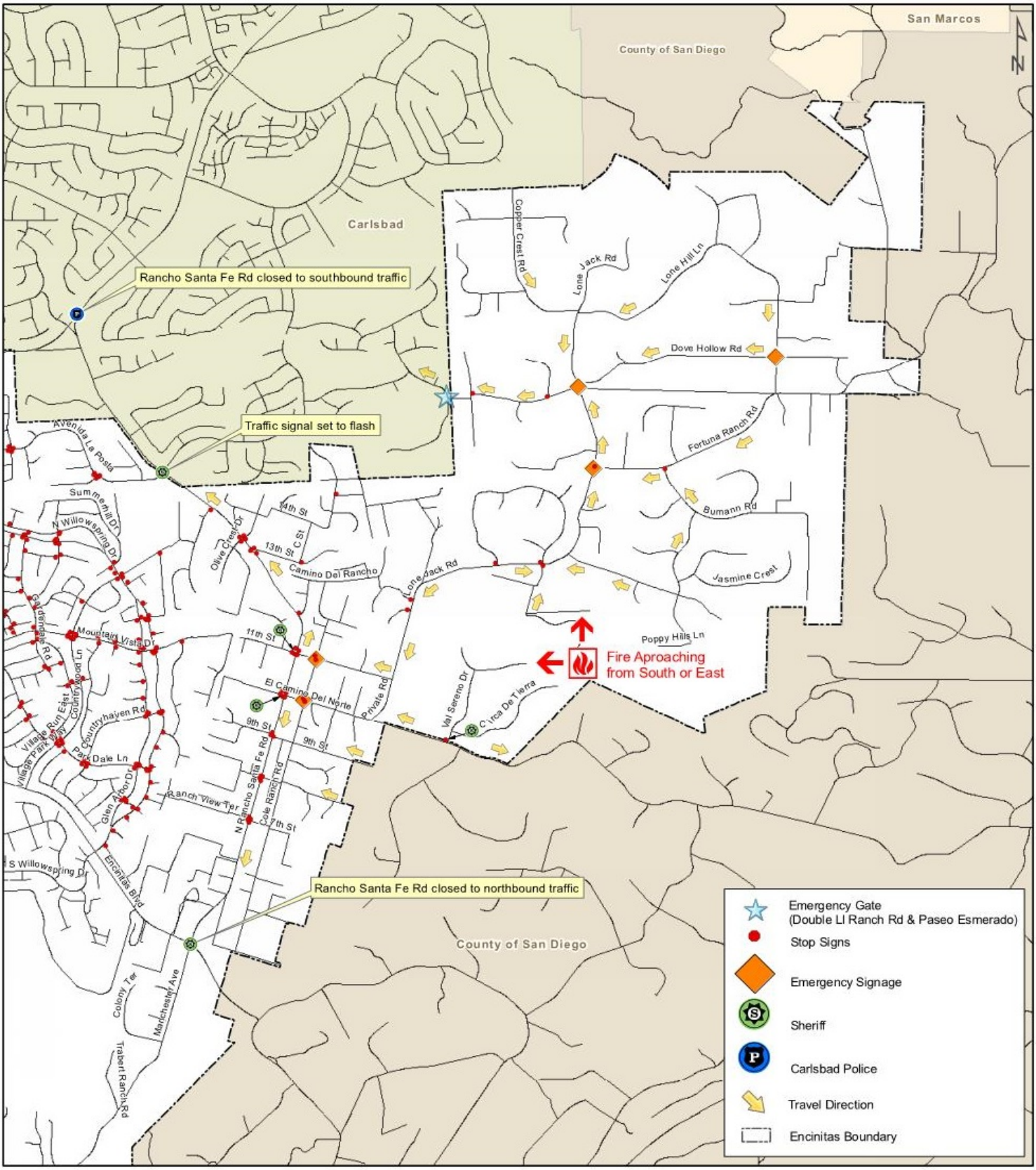
Scenario B Event (wildfire is in Escondido Creek in or near city limits and approaching from the south or east)

Exposed population north of 3000 block of Lone Jack Road will be evacuated via the Double LL Ranch Rd. gate. Evacuation routes are as follows:

No.	Location	Thomas Brother Map(s)
1.	S/B on Copper Crest Road (to Lone Jack Road)	4921 C-1
2.	South-west on Lone Hill Lane (to Lone Jack Road)	4921 C-1
3.	S/B on Lone Jack Road	4921 C-1
4.	S/B on Lone Hill Lane (to Dove Hollow Rd.)	4921 C-1
5.	W/B on Dove Hollow Road	4921 D-1
6.	W/B on Double LL Ranch Road	4921 C-1
7.	S/B on Rancho Summit Dr. (to Dove Hollow Road)	4922 B-1
8.	W/B on Fortuna Ranch Road (to Lone Jack Road--North)	4921 C-2
9.	North/North-west on Bumann Road (to Fortuna Ranch Rd)	4921 C-1
10.	N/B on Wildflower Drive (to Bumann Road)	4921 C-1
11.	East on Wildflower Valley Drive (to Lone Jack Road—North)	4821 C-1
12.	N/B on Brookside Lane (to Lone Jack Road—North)	4821 B-1
13.	N/B on Lone Jack Road (3000 block and higher)	4821 B-1,4921 C-2

Exposed population south of 3000 block of Lone Jack Road will be evacuated via Lone Jack Road and El Camino Del Norte:

1	S/B on Lone Jack Road (2900 block and lower)	4821 A-1
2.	S/B on Val Sereno Drive (to El Camino Del Norte)	4721 A-1
3.	W/B on El Camino Del Norte	4721 B-1, A-1
4.	E/B on 9th Street (to Rancho Santa Fe Road)	4820 C-2
5.	S/B on Rancho Santa Fe Rd.	4720 C-1


San Marcos
County of San Diego
Carlsbad
Rancho Santa Fe Rd closed to southbound traffic
Traffic signal set to flash
Rancho Santa Fe Rd closed to northbound traffic
Fire Aproaching from South or East
Copper Crest Rd
Lone Jack Rd
Lone Hill Ln
Dove Hollow Rd
Fortuna Ranch Rd
Bumann Rd
Jasmine Crest
Poppy Hills Ln
Avenida La Posta
Summerhill Dr
N Willowspring Dr
14th St
13th St
C St
Olive Crest Dr
Camino Del Rancho
Lone Jack Rd
11th St
Mountain Vista Dr
Gardendale Rd
Countrywood Ln
Countryhaven Rd
Village Run East
Village Park Way
Park Dale Ln
Glen Arbor Dr
El Camino Del Norte
Private Rd
Val Sereno Dr
Circa De Tierra
9th St
9th St
N Rancho Santa Fe Rd
Cole Ranch Rd
Ranch View Ter
7th St
S Willowspring Dr
Encinitas Blvd
Colony Ter
Manchester Ave
Trabert Ranch Rd
County of San Diego
Emergency Gate (Double Ll Ranch Rd & Paseo Esmerado)
Stop Signs
Emergency Signage
Sheriff
Carlsbad Police
Travel Direction
Encinitas Boundary

Scenario B

RESOURCES

Type 2 Barricades
Solar panel signal board (2)
Sign bags

AREA SECURITY

Access back into evacuated areas should be initially limited to:

- Emergency service and public works personnel
- Utility companies engaged in restoring utility services
- Contractors restoring damaged buildings, clearing roads and removing debris
- Commercial vehicles

ACCESS CONTROL POINTS

Intersection	**S.D.County Evacuation Maps**
Rancho Santa Fe Rd. & Olivenhain Rd. (closed to s/b traffic onto Rancho Santa Fe Road)	4920 A-1
Rancho Santa Fe Rd. & Encinitas Blvd. (closed to n/b traffic onto Rancho Santa Fe Road). Traffic signal set to flash	4720 B-2

SHELTER ESTIMATE (Approximately 20% of exposed population):

1173 persons
512 dogs (based on average 1.69 per household)
664 cats (based on average of 2.19 per household)
282 horses

POTENTIAL MASS CARE CENTERS:

Due to the unpredictability of wildfires and how they can spread rapidly, there will need to be flexibility in identifying shelters that are safely located outside the hazard zones.

NOTE: ***The need for activation to Mass Care Centers will be as recommended by local jurisdictions and as designated by the American Red Cross.***

Facility		Capacity
1.	Encinitas Community Center	318
2.	Oak Crest Middle School	127
3.	San Dieguito Academy	299

TEMPORARY HORSE/LIVESTOCK SHELTERS

1. Oakcrest Middle School (notify San Dieguito Union School District)
2. San Diego County Fairgrounds

POTENTIAL TRANSPORTATION/TEMPORARY EVACUATION POINTS (used to collect and transport people without transportation resources to evacuation points)

1. Olivenhain Town Hall, 423 Rancho Santa Fe Road, Encinitas (4720 C-2)

2. Little Oaks Park (Lone Jack Road at Crystal Ridge Road) (4821 A-1)

INITIAL COMMAND POSTS:

1. Encinitas Sheriff's Station, 175 N. El Camino Real, Encinitas, 760-966-3500 (4819 B-2)

2. Encinitas Emergency Operations Center (EOC) 505 S. Vulcan Avenue, Encinitas, [redacted] (4717 C-1)

3. Operational Area EOC, 5555 Overland Avenue, San Diego, [redacted] (2825 D-2)

POTENTIAL STAGING AREAS:

1. Oakcrest Park, 675 Balour Dr., Encinitas (4718 D-1)

2. San Dieguito High School, 800 Santa Fe Dr. (4718 B-2)*

3. Mira Costa College, 3333 Manchester Avenue (4519 B-2)

4. Paul Ecke Sports Park, 200 Saxony Rd. (4818 A-2)

5. Encinitas Community Center, 1140 Oakcrest Park Road* (4718 D-1)

* Also a potential mass care center

II. EVENTS AND EMERGENCY STATUS

EVENT	STATUS
Red Flag Warning	Review Plans and Procedures
Wildfire progressing west from Escondido, Poway or Rancho Bernardo	Initiate Phased Evacuation or order a Voluntary Evacuation
Wildfire(s) in San Marcos, Harmony Grove, Elfin Forest, Carlsbad or Rancho Santa Fe	Scenario A (refer to map) Mandatory Evacuation
Wildfire begins in Olivenhain. (Escondido Creek), Rancho Santa Fe	Scenario B (refer to map) Mandatory Evacuation
Wildfire threat has ceased	Repopulation

III. ACTIONS

A. CITY ACTIONS:

Fire Department

- Fire Duty Chief will verify that a wildfire affecting Olivenhain is imminent or has occurred.

- Duty Chief will notify the Sheriff's and request traffic control and evacuation operations and request that both Double LL Ranch Road emergency access gates be opened and secured in an open position using the cellular access control or knox key. If Sheriff's personnel are unavailable, Fire Prevention personnel or CBD #2216 can open both gates.

- Duty Chief will notify Public Works and request traffic control for the area and directional signage be placed along evacuation routes and stop signs bagged.

- Duty Chief will notify the Fire Chief.

- Upon notification by Fire Chief, City Manager (or designee) will activate the Emergency Operations Center (EOC).

- If necessary, activate the Community Emergency Response Team (CERT) to assist Sheriff's with traffic control.

- If necessary, the Encinitas Fire Department and Lifeguards can assist the Sheriff's Department with public notification and evacuation activities. Fire engines (6), chief officer (4) and lifeguard vehicles (3) are equipped with vehicle public address systems.

Public Works Department

- Institute traffic control measures. Deploy directional signage and message boards.

- Bag stop signs (stop signs are identified on the maps). Post signs on cross streets at four way stops indicating that through traffic does not stop.

- Post road closures on appropriate Web EOC status boards.

Traffic Engineering

- Develop and implement traffic control plan.

- Monitor traffic flow.

- Notify the City of Carlsbad of potential traffic impacts.

Emergency Operations Center

- Notify the Operational Area of the activation.

- Utilize AlertSanDiego Mass Notification System upon the issuance of an evacuation order and provide public information.

- Contact special facilities such as nursing homes and hospitals that may be impacted and request that they review and be prepared to implement their evacuation plans.

- Contact the American Red Cross for potential and confirmed evacuation and shelter needs of displaced population.

- Contact the San Diego County Fairgrounds for potential and confirmed evacuation and shelter needs for large animals (particularly horses), if necessary.

- Coordinate mutual aid necessary for evacuation.

- Establish Inter-jurisdictional coordination with the City of Carlsbad.

B. SHERIFF'S DEPARTMENT (LAW ENFORCEMENT) ACTIONS:

Law enforcement agencies are responsible for providing security, traffic control and evacuation operations within their areas of responsibility. The Sheriff's Department is responsible for directing evacuation activities within cities that have contracted with the Sheriff's Department for law enforcement services, in the unincorporated areas in their jurisdictions and when mutual aid is requested from allied agencies.

- Provide evacuation notification and advisory to unsafe areas.

- Identify transportation and evacuation points.

- Coordinate relocation of people to safe areas with other agencies.

- Search vacated areas to ensure that all people have received warnings.

- Provide initial field situation reports and updates from field units and Aerial Support to Regional Enforcement Agencies.

- Coordinate the provision of transportation resources to special needs populations.

- Provide traffic control measures for the evacuation effort (including the use of Senior Patrol volunteers).

- Provide security and access control to vacated areas.

- Coordinate information with Sheriff's Office, C.H.P. and Carlsbad Police Departments concerning evacuation from affected areas, including unique institutions as indicated on previous pages.

C. COUNTY OES ACTIONS

- Coordinate evacuation efforts with local jurisdictions that may be affected by the evacuation.

- Coordinate the release of warnings, instructions and other emergency public information related to the evacuation effort, including the use of AlertSanDiego and Wireless Emergency Alert (WEA) Mass Notification systems to provide information on affected areas and the location of mass care centers, road closures, and exit/evacuation routes.

- Coordinate with the Humane Society and County Animal Services to provide support with the transportation of large animals.

- Assist in re-entry, recovery operations and planning with other agencies as requested.

IV. PROCEDURES AND RESPONSIBILITIES

A. ALERTS AND WARNING

In responding to a wildfire, precautionary alerts are made by telephone to the affected jurisdictions. ***Numbers below are confidential and are <u>not</u> to be given out to the public*** **(refer to Emergency Telephone Numbers sheet for additional numbers)*:***

NORTHCOMM	[redacted]
Sheriff's Communications	[redacted]
Sheriff's Watch Commander	[redacted]
CHP Communications	[redacted]
City of Encinitas	[redacted]
City of Carlsbad Police Department	[redacted]
American Red Cross	[redacted]
San Diego Humane Society	[redacted]
Rancho Santa Fe Patrol	[redacted]
San Dieguito Union High School District	[redacted]
Encinitas Union School District	[redacted]

B. SITUATION ANALYSIS AND PRELIMINARY HAZARD/DAMAGE REPORT

1. As soon as possible, a situational analysis is done by the following agencies:

   a. The Encinitas Sheriff's Station, Public Works, Fire, Engineering, Development Services Departments and the Red Cross will perform ground damage surveys of the affected area within the city boundaries.

   b. Damage survey information is reported to the City EOC and the Operational Area.

2. The County OES coordinates the Situation Reports and the Hazard/Damage Assessment information with the affected agencies as listed under Section IV A, Alerts and Warnings.

C. EVACUATION

1. Evacuation is coordinated by the law enforcement agencies involved. CHP assists all agencies with routing and traffic control. For further information on evacuation procedures for the county area, see Annex C, San Diego County Operational Area Emergency Operations Plan.

2. Evacuation warning information may be disseminated via a variety of methods including, but not limited to: AlertSanDiego, WEA, helicopter, patrol units, City social media sites, news media, etc.

D. REPOPULATION

1. Provide ample time for residents' re-entry into evacuation area.

2. Repopulation efforts should be coordinated through the OA EOC and protocol effectively communicated with Law Enforcement and the National Guard.

IV. REFERENCES

Unified San Diego County OA Emergency Plan, Annex Q (Evacuation), September 2018
H.R. 2360, Department of Homeland Security Appropriations Act, 2006
Department of Homeland Security Preparedness Directorate No. 197
California Penal Code 409.5 (a) and (c)
Pets Evacuation and Transportation Standards Act of 2006

Locations in NC Zone Where Multiple Dwelling Unit Development is Prohibited

To assure priority for coastal-dependent and coastal-related development that avoids impacts to sensitive wetland habitat and the San Dieguito River and Lagoon, multiple dwelling unit residential use shall be prohibited on the North County Transit District (NCTD)-owned wye property (APN 299-071-02-00) located on the west side of Jimmy Durante Boulevard (labeled parcel 1) and parcels labeled 12-16 located north of San Dieguito Drive on the east side of Jimmy Durante Boulevard (299-100-32-00, 299-100-33-00, 299-100-34-00, 299-100-35-00, 299-100-36-00). Multi-unit development is an allowed use on the interior parcels labeled 2-11.



No.*	APN (as of Jan. 2022)	Owner	Address
1	299-071-02	NCTD	N/A
12	299-100-32	City of Del Mar	N/A
13	299-100-33	NCTD	N/A
14	299-100-34	2201 Del Mar LLC	2201 San Dieguito Drive
15	299-100-35	Scarab Group	2195 San Dieguito Drive
16	299-100-36	S.C. Edison	N/A

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Approval of Conceptual Design for the 20th Street Lifeguard Tower Driveway Project

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council approve the conceptual design for the 20th Street Lifeguard Tower Driveway Project (Attachment A).

DISCUSSION/ANALYSIS:
The 20th Street lifeguard tower is a City facility accessible off Ocean Front from an existing concrete driveway on the southern half of the 20th Street public beach access. The northern half of the 20th Street public beach access was recently vacated by the adjacent property owner of 2004 Ocean Front, and remains stabilized with crushed gravel. The vacation was a development condition wherein the owner of 2004 Ocean Front was required to transfer fee title ownership of a small portion of their property, which was already encumbered by a City street easement, to the City of Del Mar. The City is now planning to develop the northern half of the 20th Street public right-of-way as an extension of the existing 20th Street lifeguard tower driveway, which will provide more usable area for the City and improved beach access for the public.

On March 6, 2023, City Council approved a Task Order with Michael Baker International (MBI) to perform engineering design services at both the conceptual and final design phases for the development of the 20th Street Lifeguard Tower Driveway Project (Attachment B). Staff and MBI have developed the conceptual design included as Attachment A for City Council consideration. The improvements are designed to create more usable area for the City and will include a driveway extension, removable bollards, landscape strip, and improved public beach access.

While an engineer's estimate has not been provided for this conceptual design phase, approximately two years ago, the City received two construction proposals for the driveway extension (exclusively) which ranged between $28,500 and $31,000. Based on Council direction to develop a more aesthetically integrated design that also incorporates drought tolerant landscaping and irrigation as well as removable bollards, the City did not

City Council Action:

move forward with that work. However, the proposals previously received for only the driveway extension component of the work helps to provide some basis of potential cost for the project.

An engineer's estimate will be provided as part of the final design phase for the project, which will provide an estimate of cost based on regional cost data for other public projects. However, the actual cost of the project will be determined by the construction market, based on a legally required competitive public bidding process that the City must undertake to select a contractor for the project. Per State law, the City is required to select the lowest responsive bid received.

If approved, staff will proceed with the necessary project approvals, which include Administrative Design Review. After these approvals, the next steps include the development of the final plans, specifications, and an engineer's estimate for public bidding before the award of a construction contract.

PRIOR CITY COUNCIL REVIEW:
On June 19, 2023, City Council approved an additional $55,000 for the 20th Street Lifeguard Tower Driveway Project in the Fiscal Year 2023-2024 Operating and Capital Budget. On March 6, 2023, City Council approved a $30,000 Task Order with MBI to perform engineering design services at both the conceptual and final design phases for the development of the 20th Street Lifeguard Tower Driveway Project; and authorized the City Manager to execute the Task Order. On June 20, 2022, City Council adopted a resolution amending the Fiscal Year 2022-2023 Operating and Capital Budget, which established $30,000 in funding for the 20th Street Lifeguard Tower Driveway Assessment and Initial Design.

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item. A total of $85,000 has been previously allocated to the account for this project, which is sufficient to cover the cost of the engineering design services at both the conceptual and final design phases by MBI, and approximately $55,000 toward the cost to construct the improvements. Any budget adjustments needed for construction would occur as part of a future agenda item at the time the contract for construction is awarded by the City Council.

ENVIRONMENTAL IMPACT:
Pursuant to the California Environmental Quality Act (CEQA), the proposed project has been analyzed and determined to be Categorically Exempt pursuant to CEQA Guidelines in accordance with Section 15304 (minor public or private alterations in the condition of land, in that the existing condition is crushed gravel and the proposed project consists of minor grading and construction of a concrete driveway with related minor landscaping), and, in the alternative, that it is Categorically Exempt from CEQA per Guidelines section 15303 (new construction of small structures, as this project also proposes additional new bollards at the driveway entrance to preserve public safety access to the lifeguard tower),

and, further, determines that none of the exceptions in CEQA Guidelines section 15300.2 apply here because the proposed action does not include a sensitive mapped area, a scenic highway, a hazardous waste site, or a historic resource.

NEXUS TO CITY COUNCIL GOALS & PRIORITIES:
This item is listed as a Tier 2 City Council priority for FY 2023-2024 and FY 2024-2025.

ATTACHMENTS:
Attachment A – Conceptual Design
Attachment B – Task Order with Michael Baker for Engineering Design Services



IRRIGATION STATEMENT

THE IRRIGATION SYSTEM SHALL BE FULLY AUTOMATIC, ELECTRONICALLY CONTROLLED, PERMANENT, BELOW-GRADE SYSTEM THAT COMPLIES WITH WATER CONSERVATION REQUIREMENTS. LOW PRECIPITATION DRIP TUBING, A RAIN SENSOR, AND A WEATHER BASED SMART IRRIGATION CONTROLLER TO PROMOTE WATER CONSERVATION.

WATER USE CALCULATIONS:
TOTAL LANDSCAPE AREA = 557 SF

MAXIMUM APPLIED WATER ALLOWANCE (MAWA)
MAWA = ETO X 0.45 X LA X 0.62 = GALLONS PER YEAR
MAWA = 41.6 X 0.45 X 557 X 0.62 = 6,465 GALLONS PER YEAR

ESTIMATED TOTAL WATER USE (ETWU)
ETWU = ETO X KL X LA X 0.62 / IE
ETWU = 41.6 X 0.3 X 557 X 0.62 / 0.85 = 5,070 GALLONS PER YEAR

GRADING STATEMENT

FINISH SURFACE GRADING:
CUT: 16 CY
FILL: 10CY
NET: 6CY CUT
MAX ELEVATION DIFFERENCE = 1.2' (14.4")

NOTES:
1. NEW CONCRETE DRIVEWAY AREA = 1,750 SF
2. NO NEW OR MODIFIED LIGHTING PROPOSED AT THIS TIME

PLANT LEGEND



ACHILLEA MILLEFOLIUM /
YARROW
LOW WATER USE
1 GAL CONTAINER SIZE



DUDLEYA EDULIS /
DUDLEYA
LOW WATER USE
1 GAL CONTAINER SIZE



JUNCUS PATENS /
CALIFORNIA GRAY RUSH
LOW WATER USE
5 GAL CONTAINER SIZE

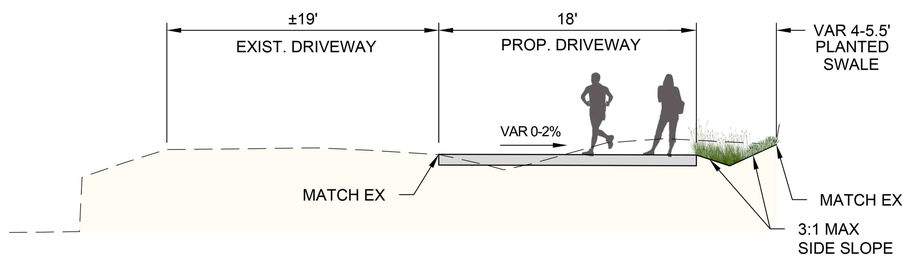


LEYMUS CONDENSATUS 'CANYON PRINCE' /
GIANT WILD RYE
LOW WATER USE
5 GAL CONTAINER SIZE

DEMOUNTABLE POSTS



SECTION A



Michael Baker INTERNATIONAL

20TH STREET LIFEGUARD STATIONS IMPROVEMENTS - 20TH STREET AND OCEAN FRONT
CONCEPTUAL LANDSCAPE PLAN

CITY OF DEL MAR
AUGUST 2023

CITY OF DEL MAR

March 6, 2023

Michael Baker International
Attn: Tim Thiele
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
TThiele@mbakerintl.com

SENT VIA EMAIL

RE: TASK ORDER & NOTICE TO PROCEED FOR THE 20TH STREET LIFEGUARD TOWER DRIVEWAY – ENGINEERING DESIGN SERVICES (ACCOUNT 21.7000.7051)

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed Consulting Services Agreement between the City of Del Mar and Michael Baker International (Consultant), the term for which is December 7, 2020, to December 7, 2023.

Consultant shall execute tasks related to the 20th Street Lifeguard Tower Driveway, as described in the Consultant's proposal dated January 30, 2023, and included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **$30,000**. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and Tasks 1 through 3 shall be completed by April 30, 2023, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A.

The primary contact for this Task Order and invoicing is Martin Boyd, Project Manager II, who can be reached at mboyd@delmar.ca.us and (858) 375-9531.

Please sign and return an original copy of this Task Order to Nestor Machado, Management Analyst, via mail to City of Del Mar, 1050 Camino del Mar, Del Mar, CA 92014 and email a PDF copy to nmachado@delmar.ca.us.

Approved by:
City of Del Mar

3/8/2023
Ashley Jones — Date
City Manager

Accepted by:
Michael Baker International

3-7-23
Tim Thiele — Date
Vice President

cc: Joe Bride, Public Works Director
Martin Boyd, Project Manager II
Mariel Cairns, Management Analyst

Exhibit A: MBI - Engineering Design Scope of Work for 20th Street Lifeguard Tower Driveway

Michael Baker
INTERNATIONAL

We Make a Difference

January 30, 2023

Joe Bride
Public Works Director / City Engineer
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

Re: 20th Street Lifeguard Station Driveway Improvements

Dear Joe:

Pursuant to your request, the Michael Baker International team is pleased to provide you with this proposed scope of services and fee estimate for the above-mentioned project.

Below is a summary breakdown of the tasks we would undertake to prepare the final construction documents for the 20th Street lifeguard station driveway improvements located at the intersection of 20th Street and Ocean Front. A detailed scope of services is attached, and fee estimate is provided below.

Our staff is ready to commence upon your approval of our scope of services. If you have any questions about this scope of services or fee estimate, please feel free to contact me at 858-442-5597.

Sincerely,

Tim Thiele

Tim Thiele, PE
Contract Manager

MBAKERINTL.COM

5050 Avenida Encinas, Suite 260 | Carlsbad, CA 92008
Office: 760.476.9193 | Fax: 760.476.9198

City of Del Mar
January 30, 2023

City of Del Mar As-Needed Professional Services Agreement
Proposal for 20th Street Lifeguard Station Driveway Improvements

Project Understanding

The 20th Street Lifeguard Station in the City of Del Mar has an existing 20-foot driveway that the City has requested improvement plans to widen in order to accommodate additional parking in front of the building. Additionally, the property on the north side of the lifeguard station was recently re-developed and the City has expressed interest in installing a landscape buffer adjacent to the north property line. The anticipated improvements to the lifeguard station property includes;

- Widening of the existing driveway
- Site grading
- Removable bollards at the east entrance to the driveway
- Sidewalk section adjacent to the north side of the building
- Relocation and re-establishment of connection of the existing water meter and backflow preventer
- Landscaping and irrigation improvements adjacent to the north property line.

Michael Baker International will survey the existing site and develop improvement plans to address the City's goals for the property as outlined above. The following tasks are needed to complete this scope of work.

Scope of Services

This scope has been prepared in response to the City's request for Michael Baker International to provide final construction documents (plans, specifications, and estimate) and for the construction of 20th Street Lifeguard Station Driveway Improvements

Task 1: Field Survey and Topographic Mapping

Michael Baker will provide field surveys and topographic mapping by conventional ground survey. The scope provided here is suitable for planning purposes:

- Research survey maps filed at the County Surveyor's Office.
- Perform field surveys of geodetic control, City benchmark to meet project datum of NGVD29 and NAD83 per City of Del Mar Record of Survey 12921.
- Survey ground sufficient to obtain 1-foot ground contours, fixed features such as concrete, fences, buildings, retaining walls, visible utilities, and trees having a trunk diameter of 8 inches or larger.
- Perform a field boundary survey of existing survey monuments needed to establish the project rights of way.
- Provide a topographic survey at 1" = 20' scale with 1 - foot contours of the property and adjacent existing improvements.

Task 2: Right-of-Way Mapping

Michael Baker will prepare base mapping files for use in planning and preliminary design. The services of preparing a mapping base will include:

- Monuments found to establish the project boundary/rights of way.
- Right of Way lines at the site with bearings and distances
- Mapping reference information regarding the subject and adjoining parcels
- Easements only if shown on record maps. This is city right of way so title report is not applicable, and easements are not expected.

Preliminary research shows that this site is within City Right of Way. This scope and fee excludes the preparation of a Record of Survey. Should a Record of Survey become necessary, that will be negotiated under separate agreement. Field survey results can trigger Conditions pursuant to Section 8762 of the Business and Professions Code (Land Surveyor's Act), State of California, that can require a Record of Survey to be filed if a field boundary survey is performed and there exist: any material discrepancies in the survey are discovered, monuments are set for property corners, or lines are established that are not already established on recorded maps. The Owner is hereby notified that a Record of Survey is required to be filed with the County Surveyor's Office and recorded for this project site.

Task 3: Conceptual Design

Michael Baker will prepare one color rendered concept plan to illustrate the design intent of the new limits of driveway, planting limits, planting material and color photographs of the proposed plants. Water efficient landscape calculations will be provided with this task to demonstrate compliance with water conservation requirements. The concept will also include a statement describing the proposed irrigation design.

This scope includes addressing one (1) round of comments on the conceptual design prior to approval.

Task 4: Final Design Plans, Specifications, and Estimate

Following the approval of the conceptual design, Michael Baker will prepare improvement plans, specifications and estimate of probable construction cost for the proposed driveway and landscaping improvements. Milestone submittals are assumed to be at the 90% and Final completion stages for City review. The following plan sheet groups are anticipated to be included in this set;

- Title Sheet and General Notes (1)
- Improvement and Grading Plan (1)
- Erosion Control Plan (1)
- Planting Plan and Details (1)
- Irrigation Plan and Details (1)

Is it assumed the project is a Standard Development Project as the improvements are assumed to create or replace less than 5,000 square feet of impervious area. A Standard Project intake form and SWQMP checklist will be provided with each submittal.

An Opinion of Probable Construction Costs will be prepared based on the improvement plans. The construction cost estimate will include bid item description, bid unit, bid quantity, unit price, and total price for each bid item. Unit costs will be based on the most current cost information from recent, similar projects compiled by MBI using California Prevailing Wage.

Special Provisions portions of the construction specifications suitable for bidding and awarding of the Contract for the improvements designed by MBI. The specifications will be prepared in the 2021 "Greenbook" Standard Specifications for Public Works Construction format. MBI will submit

the specifications in Microsoft Word format. It is assumed the City will prepare the front-end specifications.

This scope includes addressing one (1) plan-check cycle, a final submittal and a response to comments matrix.

Task 5: Project Management

MBI will provide general project management and project correspondence for the project with monthly progress reports during project design phases or active months thereafter, including a description of work complete, a description of work remaining, and a summary of expenditures to date. Also included are typical project correspondence and communications for an assumed six months.

MBI shall meet with and coordinate items related to the scope of work with the City Public Works Department and design team members through concept and design phase of project. This item shall include preparing meeting agendas, organizing the meetings, and preparing meeting minutes as appropriate. One (1) meeting is assumed in this scope.

Assumptions Used in Scope Development

- Permitting services and permitting support consultation is not included
- Front end specification will be prepared by the City.
- No meetings with individual property owners are included in this scope of work.
- Monument preservation is not included in this scope of work.
- Record of Survey is not included in this scope of work.
- It is assumed that no traffic control plans will be required.
- It is assumed the improvements will be a Standard Development Project and will not be subject to Priority Development Project stormwater requirements
- No Hydrology/Hydraulics report will be prepared as the any increase in stormwater runoff as a result from the improvements is assumed to be negligible and follow the existing drainage pattern.
- City will take the lead on bidding the project for construction. Bidding support services are not included in the scope described herein.
- Acquisition of right-of-way and/or Temporary Construction Easements (TCE) as well as acquisition consultation services are not included

Cost Estimate

Michael Baker proposes to complete the work outlined in Scope of Services and invoice the City monthly on a percentage of completion basis in accordance with the following cost estimate:

ITEM	WORK TASK	FEE
Task 1	Field Survey and Topographic Mapping	$5,800
Task 2	Right-of-way Mapping	$6,900
Task 3	Conceptual Design	$3,400
Task 4	Final Plans, Specifications and Estimate	$12,500
Task 5	Project Management	$1,400
	COST ESTIMATE TOTAL	*$30,000*

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: October 2, 2023

SUBJECT: Approval of Recommended Design Alternative (Phase I) and Task Order with Michael Baker International to Perform Engineering Design Services (Phase II) for the Hoska Alley Project

REQUESTED ACTION/RECOMMENDATION:
Staff recommends the City Council: 1) Approve further design of Alternative 2 from the Phase I Hoska Alley Developmental Alternatives Analysis (Attachment A); 2) Approve a $41,100 Task Order (Attachment B) with Michael Baker International (MBI) to proceed with Phase II Final Plans, Specifications, and Estimate (PS&E) for the development of Hoska Alley; and 3) Authorize the City Manager to execute the Task Order.

DISCUSSION/ANALYSIS:
An undeveloped alley exists on City right-of-way between 8th and 9th Streets from Hoska Drive to Camino del Mar (Hoska Alley). The alley's western portion, approximately 450 feet, is undeveloped and only accessible on foot due to various encroachments from ten (10) residential properties. The eastern portion of the alley, which is approximately 300 feet, provides vehicular access to approximately ten (10) residential properties (Attachment B). The alley's eastern portion also contains a water main with services/meters to approximately 14 properties.

The original subdivision maps for the hillside portion of the City, some of which date back to the early 1900's, contained many alleys, most of which have never been improved due to reasons mostly related to challenging topography. These alleys are in fact dedicated City right of way. In the case of Hoska Alley, while it was never formally improved and remains in an undeveloped and remains in an unimproved condition, the upper portion of the alley was made accessible for vehicles and has been utilized as such over time. Over the years, Hoska Alley residents have requested that the City take steps to improve the alley to address dust and drainage issues.

As part of the City Council goal setting session in 2022, the Council identified completion of a Phase 1 Engineering Assessment on Hoska Alley as a Tier 2 work plan item for staff, and funds for related work and potential future construction were allocated in the City's Fiscal Year 2022-23 and FY 2023-2024 capital improvement budgets.

City Council Action:

On January 9, 2023, the City Council approved a $49,000 Task Order with Michael Baker International (MBI) to conduct an engineering assessment and provide initial design alternatives and cost projections (Phase I) for the development of Hoska Alley (Attachment A). The assessment included hydrologic and hydraulic studies to determine the proposed storm water runoff quantities and impacts to downstream drainage infrastructure. MBI developed three (3) alternatives, including a recommended alternative (Alternative 2), which will ensure that drainage from the alley continues along the public right-of-way to the existing conveyance system at the intersection of Camino Del Mar and 9th Street.

Alternative 2 consists of removing and replacing the existing storm drain inlet and abandoning an existing drainage pipe and trench that flows across private property to 8th Street. A new 10-inch high-density polyethylene (HDPE) pipe will convey storm water to a storm drain curb outlet on to Camino del Mar.

Alternative 1 is very similar to Alternative 2 with the addition of a 12-inch reinforced concrete pipe (RCP) along Camino del Mar to a storm drain inlet at 9th Street. Alternative 1 is not recommended because of its higher cost and greater public impacts due to trenching along Camino del Mar. Alternative 3 is also similar to Alternative 2 but includes the addition of a drywell and smaller 6-inch HDPE pipe. Similarly, Alternative 3 is not recommended due to the drywell system's higher maintenance cost, potential for mosquitos, and the additional cost and time of obtaining a geological evaluation to determine the permeability of the soil for the proposed drywell system.

All three of the conceptual design alternatives are estimated within the same general range of cost from $538,630 to $591,215, which is further detailed on pg. 12 of Attachment A. It is important to note that these estimates are based on the concept level designs and are provided for budget planning purposes. Once the final design for the project is complete, MBI will provide an updated cost estimate. MBI develops project cost estimates based on current regional cost data for other public projects. However, the actual cost of the project will be based on bids received as part of the legally required competitive public bidding process that the City must undertake per State law to select a contractor for the project. Award of a contract for construction of the project must be approved by the City Council in order to proceed.

There are several encroachments along the western portion of the alley which conflict with the proposed improvements. Two (2) encroachments are active encroachment permits issued by the City. These residents will be required to either remove the encroachments before construction and reinstall the encroachments after construction or make accommodations for the City to complete the project while they remain in place. The remaining non-permitted encroachments will require removal prior to construction, and residents may apply for long term encroachment permits prior to any reinstallations.

The City has an agreement in place with MBI for as-needed civil engineering services. As such, staff recommends issuing MBI a Task Order to proceed with final PS&E for Hoska Alley (Phase II). If approved, the Phase II work is scheduled for completion by April 2024 pending environmental review and dry utility coordination. Phase II work includes final plans,

specifications, and an engineer's estimate for public bidding and eventual construction. The proposed Task Order, which includes a total cost for services of $41,100 (Exhibit 1), is included as Attachment B.

PRIOR CITY COUNCIL REVIEW:
On June 19, 2023, City Council approved an additional $400,000 for the Hoska Alley Development in the Fiscal Year 2023-2024 Operating and Capital Budget.

On January 9, 2023, Council approved a $49,000 Task Order with Michael Baker International (MBI) to conduct an engineering assessment and provide initial design alternatives and cost projections for the development of Hoska Alley.

On June 20, 2022, City Council adopted a resolution amending the Fiscal Year 2022-2023 Operating and Capital Budget, which established $100,000 in funding for the Hoska Alley Development.

On September 7, 2021, City Council discussed potential improvements to an existing undeveloped public alley, known as Hoska Alley, located between 8th Street and 9th Streets.

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item. There are sufficient funds available in the Fiscal Year (FY) 2023-2024 Operating and Capital Budget to perform the MBI Phase II Task Order work.

ENVIRONMENTAL IMPACT:
The action being considered is statutorily exempt in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15262 (Feasibility and Planning Studies) for approval of the consultant to prepare final design plans and specifications. In addition, this action is categorically exempt from CEQA in accordance with Section 15061(b)(3), as the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that the preparation of final engineering design plans and specifications could have a significant effect on the environment.

NEXUS TO CITY COUNCIL GOALS & PRIORITIES:
This item is listed as a Tier 2 City Council priority for FY 2023-2024 and 2024-2025.

ATTACHMENTS:
Attachment A – Hoska Alley Developmental Alternatives Analysis
Attachment B – MBI Task Order
Exhibit 1 to Attachment B – Hoska Alley Phase II PS&E Scope of Work

Michael Baker INTERNATIONAL

We Make a Difference

Hoska Alley Developmental Alternatives Technical Memorandum

TO:	Martin Boyd, Project Manager, City of Del Mar
FROM:	Michael Baker International
DATE:	September 22, 2023
SUBJECT:	Hoska Alley Developmental Alternatives Analysis

An undeveloped alley exists on City Right-of-Way (ROW) between 8th and 9th Streets, from Hoska Drive to Camino del Mar (Hoska Alley). Over the years, Hoska Alley residents have requested assistance from the City in improving the alley to address dust and drainage issues. The public alley easement is heavily encroached on by private property owners west of 410 8th Street. Michael Baker International was tasked with assessing the existing conditions to quantify the storm water run-on and run-off in the affected area and propose three alternatives to mitigate the drainage issue for the ultimate condition of paving the alley. This technical memorandum describes the study assumptions, data sources, calculation methods, and alternatives development process for suggested improvements to Hoska Alley in Del Mar.

Table of Contents

1.0 Existing Drainage Analysis 2
2.0 Alternatives Analysis 3
3.0 Preliminary Cost Estimate 12
4.0 Hoska Alley Surface Improvements 14
5.0 Discussion and Recommended Alternative 14
Attachment 1 14
References 15

1.0 Existing Drainage Analysis

The study limits consist of the contributing drainage area to the inlet at the end of Hoska Alley. Rainfall on Hoska Drive east of the alley bypasses the alley through the curb and gutter system that ties into a concrete ribbon gutter that continues towards Highland Avenue and 9th Street. Runoff that reaches the alley either directly falls on the alley and drains towards the inlet or is from portions of the adjacent residential lots. An existing conditions drainage exhibit is included in **Figure 1**. After runoff reaches the inlet, a short private drain which conveys flow towards a concrete v-ditch in the backyard of the property on 406 8th Street. The ditch conveys flow towards the street where it then outlets on 8th Street. Flow from 8th Street travels west to Camino Del Mar before joining the conveyance MS4 system at 9th Street.

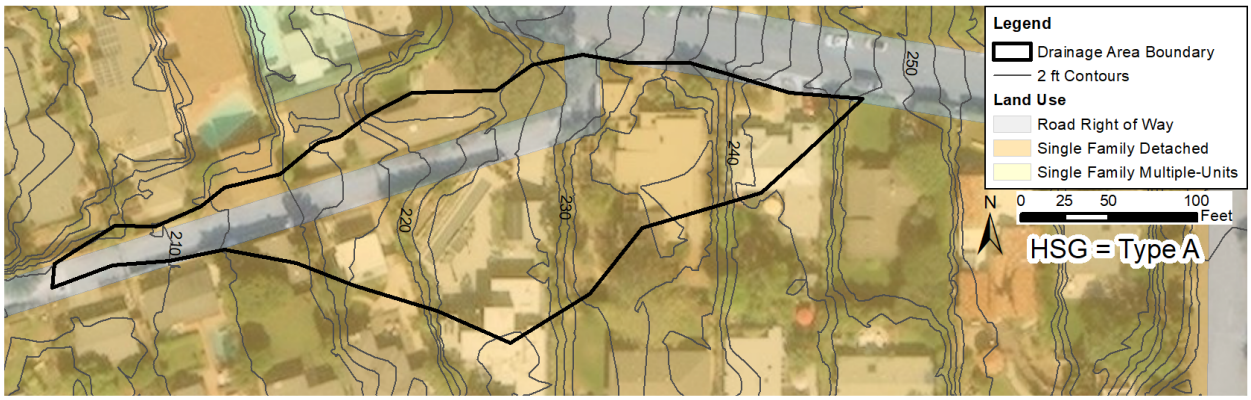


Figure 1. Existing Drainage Area

Topographic data was obtained from the Del Mar 2-foot contour shapefiles. Soil data was taken from the USGS Web Soil Survey and determine to be in hydrologic soil group "B". This soil group has moderately low runoff potential and is good for use with infiltration facilities. Land Use data was obtained from Del Mar and consisted of single-family detached and road right of way. The existing drainage infrastructure consists of approximately 50 lineal feet of concrete ribbon gutter that turns down Hoska Alley. The rest of Hoska Alley is decomposed granite with no delineated drainage infrastructure. At the end of the alley is a Type "G" inlet with an 8-inch PVC pipe outlet. The total contributing drainage area was estimated at 34,280 sf or 0.79 ac.

The existing runoff rate and volume was calculated for the 10-, 25-, and 100-year event. The modified rational method was used given the small drainage area. **Table 1** below presents the results for the existing conditions analysis. The "C" factors for these calculations where derived from the San Diego County Hydrology Manual.

Table 1. Existing Conditions Hydrology

	10-year	25-year	100-year
Flow Rate, cfs	1.36	1.70	2.13
Volume, cf	408	510	638

Further analysis was performed for a proposed condition of paving the existing unimproved alley with asphalt and installing a concrete ribbon gutter to the existing inlet. This would add 4,600 sf of impervious

area to the drainage basin and increase the runoff coefficient. The proposed condition results are presented in **Table 2**.

Table 2. Proposed Conditions Hydrology

	10-year	25-year	100-year
Flow Rate, cfs	1.66	2.07	2.59
Volume, cf	498	622	777

Backup for calculations is provided in **Attachment 1**.

Other proposed improvements were considered to reroute the drainage from its current discharge location on 8th Street and redirect down to Camino Del Mar.

An improvement considered was the construction of a brow ditch to convey the runoff to Camino Del Mar. Unfortunately, since the existing inlet is in a sump the brow ditch would need to travel uphill (in a westerly direction) for approximately 100 feet before continuing down to Camino Del Mar.

The other improvement considered was to bore a drainage pipe westerly down the alley to Camino Del Mar. However, directional boring has drawbacks to consider, such as:

a. Cost: Directional boring can be more expensive than traditional excavation methods. The equipment and expertise required for directional boring can result in higher upfront costs for the project.
b. Limited pipe size and material: Directional boring is generally suitable for installing smaller-diameter pipes, typically in the range of a few inches. It can be challenging to bore large-diameter pipes effectively. Furthermore, the choice of pipe materials may be restricted, as some materials may not be suitable for the drilling process.
c. Limited access and layout constraints: Directional boring requires access points for the drilling equipment at the entry and exit locations. Since the alley has limited access, finding suitable entry and exit points can be challenging. Additionally, the layout constraints, such as existing utilities or obstacles underground, may limit the available drilling paths.
d. Complex planning and expertise requirements: Directional boring requires careful planning and expertise. Detailed surveys and geotechnical studies are necessary to assess the ground conditions and determine the feasibility of the drilling path. Skilled drilling operators with experience in directional drilling techniques are required to ensure the success of the project.
e. Potential for drilling issues: There is a risk of encountering unforeseen challenges during the drilling process, such as encountering hard rock formations, boulders, or other subsurface obstructions. These obstacles can slow down the drilling progress, increase costs, and potentially require additional equipment or techniques to overcome.

2.0 Alternatives Analysis

The ultimate condition for Hoska Alley will be the paving of the existing portion which is currently decomposed granite and the installation of a concrete swale to convey the runoff to a catch basin in a sump within the alley. In conjunction with the ultimate Hoska Alley improvements, three drainage alternatives are presented for consideration by the City:

1. Alternative 1 consists of removing the existing drainage facility at the terminus of the proposed alley improvements and constructing a new double type "I" catch basin per San Diego Regional Standard Drawings (SDRSD) D-29. The catch basin will outlet with a 10" HDPE pipe which will be placed within a non-improved, steep, heavily vegetated alley with encroaching private improvements. The proposed storm drain facility will continue down the unimproved alley and under a 4-foot-high retaining wall that protects a series of utility transformers and communication pedestals. The proposed 10" HDPE storm drain will go under the existing utility facilities and into a new public storm drain facility to be constructed within Camino Del Mar. The 10" HDPE storm drain will then transition to a 12" RCP pipe and head northerly to an existing storm drain inlet. at the southeast corner of Camino Del Mar and 9th Street. A hand-dug open trench is the recommended construction method over directional drilling. A concept diagram of Alternative 1 is included in **Figure 2.**

   This design presents a range of advantages and disadvantages. Below is a more detailed of pros and cons of Alternative 1:

   Pros:

   a. Improved stormwater management: Constructing a 10" HDPE storm drain system allows for efficient management of stormwater runoff. The larger pipe diameter can handle higher flow rates, reducing the risk of flooding, erosion, and damage to surrounding areas. It helps redirect water away from the alley and private improvements, ensuring proper drainage and minimizing the potential for property damage.
   b. Compliance with Standards: Constructing the catch basin per the San Diego Regional Standard Drawings (SDRSD) D-29, and the proposed manhole in Camino Del Mar per SDRSD D-09, ensures that the design and construction of the facility adhere to established guidelines. This compliance helps maintain consistency and quality in storm drainage infrastructure within the city.
   c. Efficient Conveyance: The use of a 10" HDPE pipe allows for efficient conveyance of stormwater from the catch basin to the new public storm drain facility. HDPE pipes are known for their smooth interior walls, which minimize flow resistance, resulting in improved conveyance capacity and reduced energy losses.
   d. Durability and longevity: HDPE pipes are known for their durability and resistance to corrosion, abrasion, and impact. They can withstand harsh weather conditions and the presence of vegetation without compromising their structural integrity. This ensures a reliable and long-lasting storm drain system that requires minimal maintenance.
   e. Compatibility with steep terrain: The flexibility and lightweight nature of HDPE pipes make them well-suited for installation in non-improved, steep locations. They can be easily maneuvered around existing structures, potential tree roots, and other obstacles, minimizing the need for extensive excavation and disruption to the surrounding environment.
   f. Extension of public storm drain facility: Connecting the new storm drain system to an existing storm drain inlet extends the reach of the public stormwater infrastructure. This improves the overall efficiency of the drainage system, enhances stormwater conveyance, and reduces the flooding of Camino Del Mar in a high intensity storm event.

Cons:

f. Construction complexity: Constructing a 10" HDPE storm drain system in a non-improved, steep, heavily vegetated alley with encroaching private improvements can be challenging. Excavation and installation in steep terrain require careful planning, specialized equipment, and skilled labor.
g. Encroachment Issues: The encroachment of private improvements within the alley can complicate the installation of the storm drain facility. It may necessitate negotiations with property owners, removal of encroaching improvements and/or adjustments to the design to accommodate the existing encroachments.
h. Maintenance requirements: While HDPE pipes have low maintenance needs, regular inspections are necessary to identify any potential blockages or damage. Additionally, periodic maintenance activities such as cleaning and debris removal may be required to maintain the system's efficiency.
i. Potential Utility Interference: Passing the proposed 10" HDPE storm drain under the existing utility facilities requires careful coordination, with utility purveyor, to avoid interference or damage to the utility infrastructure. Accurate utility location information, coordination with utility providers, and proper engineering measures are essential to mitigate these risks.
j. Construction Impact on Retaining Wall: The storm drain facility passing under the 4-foot-high retaining wall protecting utility transformers and communication pedestals introduces potential risks to the wall's integrity. The construction process must be carefully planned to avoid compromising the structural stability of the retaining wall.
k. Disruption of traffic along Camino Del Mar (CDM) due to the trenching required to place the proposed 12” RCP pipe from the mid-block between 8th and 9th Street, northerly to 9th Street. Traffic control measure would temporarily remove one travel lane for the duration of work within CDM.
l. No runoff treatment.

In summary, constructing a 10" HDPE storm drain system in a non-improved, steep, heavily vegetated alley with encroaching private improvements, and extending a new public storm drain facility offers benefits such as improved stormwater management, increased capacity, durability, and compatibility with challenging terrain. However, challenges related to construction complexity, vegetation management, cost implications, maintenance requirements, no stormwater treatment and potential disruptions to private improvements must be carefully addressed to ensure a successful and effective stormwater management solution.

Please note that cleanouts are being utilized in all three designs as a method of provide vertical drops in the pipe system where there are grade breaks in the terrain.

Anticipated Cost: $591,215

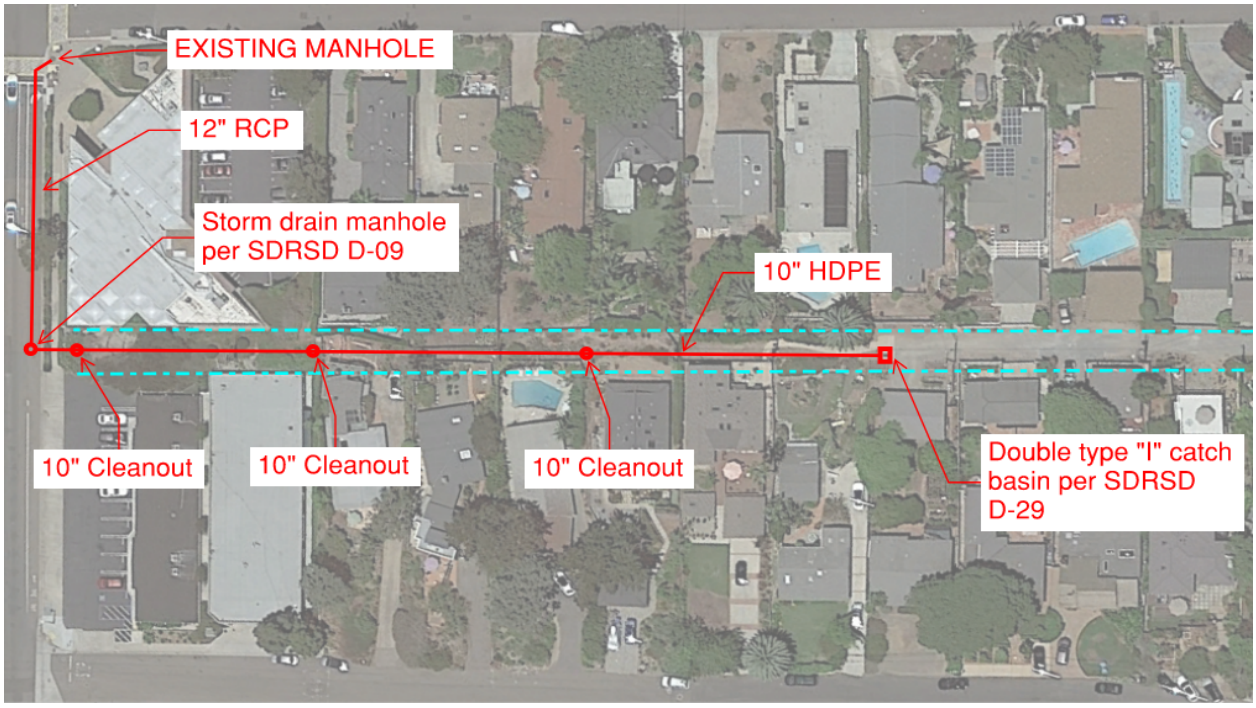


Figure 2. Alternative 1 Concept Sketch

2. Alternative 2 consists of removing the existing drainage facility at the terminus of the proposed alley improvements and constructing a new double type “I” catch basin per San Diego Regional Standard Drawings (SDRSD) D-29. The catch basin will outlet with a 10” HDPE pipe which will be placed within a non-improved, steep, heavily vegetated alley with encroaching private improvements. The proposed storm drain facility will continue down the unimproved alley and to an electrical facility, located east of the sidewalk along Camino del Mar. The existing electrical and telecommunications facility (protected by an existing retaining wall) will need to be removed and relocated to accommodate the shallow 10” HDPE and anticipated double curb outlet. This would not be necessary in Alternative 1 since the pipe would travel under the electrical facility. A concept diagram of Alternative 2 is included in **Figure 3.**

   This design presents a range of advantages and disadvantages. Below is a more detailed of pros and cons of Alternative 2:

   Pros:

   a. Improved stormwater management: Constructing a 10" HDPE storm drain system allows for efficient management of stormwater runoff. The larger pipe diameter can handle higher flow rates, reducing the risk of flooding, erosion, and damage to surrounding areas. It helps redirect water away from the alley and private improvements, ensuring proper drainage and minimizing the potential for property damage.
   b. Compliance with Standards: Constructing the catch basin per the City of San Diego Standard Drawings (SDRSD) D-29, and the proposed curb outlet per SDRSD D-25A in Camino Del Mar, ensures that the design and construction of the facility adhere to established guidelines. This compliance helps maintain consistency and quality in storm drainage infrastructure within the city.

c. Efficient Conveyance: The use of a 10" HDPE pipe allows for efficient conveyance of stormwater from the catch basin to the outlet on Camino Del Mar. HDPE pipes are known for their smooth interior walls, resulting in improved conveyance capacity and reduced energy losses.
d. Durability and longevity: HDPE pipes are known for their durability and resistance to corrosion, abrasion, and impact. This ensures a reliable and long-lasting storm drain system that requires minimal maintenance.
e. Minimal disruption of traffic along CDM for the construction of the proposed curb outlet. The two existing travel lanes will remain open for the duration of work within CDM.
f. Compatibility with steep terrain: The flexibility and lightweight nature of HDPE pipes make them well-suited for installation in non-improved, steep locations. They can be easily maneuvered around existing structures, potential tree roots, and other obstacles, minimizing the need for extensive excavation and disruption to the surrounding environment.

Cons:

a. Construction complexity: Constructing a 10" HDPE storm drain system in a non-improved, steep, heavily vegetated alley with encroaching private improvements can be challenging. Excavation and installation in steep terrain require careful planning, specialized equipment, and skilled labor.
b. Encroachment Issues: The encroachment of private improvements within the alley can complicate the installation of the storm drain facility. It may necessitate negotiations with property owners, removal of encroaching improvements and/or adjustments to the design to accommodate the existing encroachments.
c. Maintenance requirements: While HDPE pipes have low maintenance needs, regular inspections are necessary to identify any potential blockages or damage. Additionally, periodic maintenance activities such as cleaning and debris removal may be required to maintain the system's efficiency.
d. Removal and Reconstruction of Utility Area: The proposed 10” HDPE pipe will need to be near the surface to discharge via two curb outlets. Passing the proposed 10" HDPE storm drain under the existing utility facilities is not possible as in option 1. It will require the removal and reconstruction of the utility facility to construct the surface discharge via the curb outlets. This will require careful coordination, with utility purveyors, to avoid interruption of service during the relocation process.
e. No runoff treatment.

In summary, constructing a 10" HDPE storm drain system in a non-improved, steep, heavily vegetated alley with encroaching private improvements, and extending a new public storm drain facility offers benefits such as improved stormwater management, increased capacity, durability, and compatibility with challenging terrain. However, challenges related to construction complexity, vegetation management, high-cost implications due to relocation of electrical and telecommunication facilities, maintenance requirements, no stormwater treatment and potential disruptions to private improvements.

Anticipated Cost: $551,655

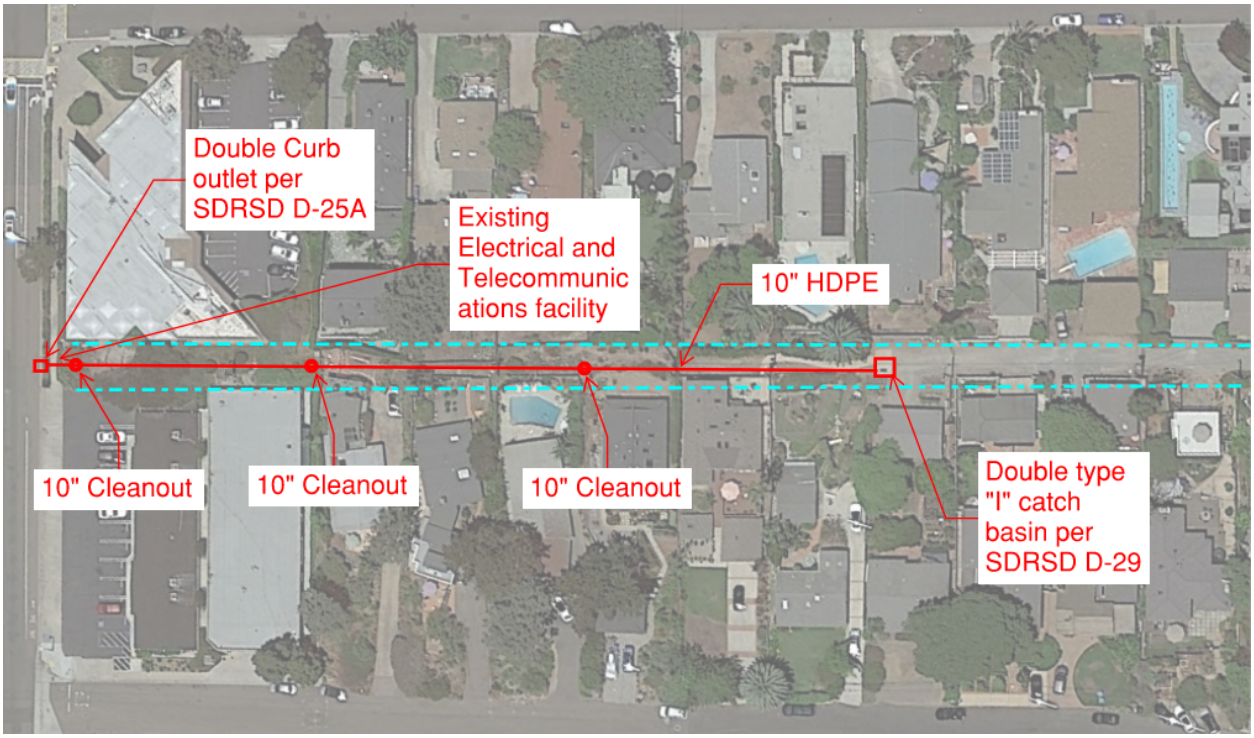


Figure 3. Alternative 2 Concept Sketch

1. Alternative 3 consists of removing the existing drainage facility at the terminus of the proposed alley improvements and constructing a large high-capacity drywell. The drywell will outlet with a 6" HDPE pipe which will be placed within a non-improved, steep, heavily vegetated alley with encroaching private improvements. The proposed storm drain facility will continue down the unimproved alley and under a 4-foot-high retaining wall that protects a series of utility transformers and communication pedestals. The proposed 6" HDPE storm drain will go through the existing utility facilities and outlet onto Camino Del Mar via a new curb outlet. Even though 6" PVC is sometime considered more difficult to maintain, the City has cleaning equipment for many of the 6" VCP sewer mains that still exist in the City. Additionally, this 6" PVC would be an emergency overflow pipe and with the steep slopes will have sufficient cleaning velocity to avoid any sedimentation buildup. The proposed drywell, assuming 14-ft storage depth and 48-inch diameter shaft will mitigate approximately 174 C.F. of runoff. That will reduce runoff to below predevelopment amounts at 603 C.F. An example of a standard drywell detail is included in **Figure 5**. A concept diagram of Alternative 3 is included in **Figure 4.**

   This design presents a range of advantages and disadvantages. Below is a more detailed listing of pros and cons of Alternative 2:

   Pros:

   a. Efficient runoff interception: Constructing a large high-capacity drywell provides the advantage of increased storage capacity for stormwater runoff. Drywells are designed to collect and store excess water, gradually infiltrating it into the surrounding soil. This can

help alleviate potential flooding and reduce the load on the storm drain system during heavy rain events. Drywells also aid in reducing the strain on the existing storm drain infrastructure by diverting and infiltrating runoff on-site.

b. Cost-effectiveness: Drywell construction can be a cost-effective solution for managing stormwater in non-improved, steep, heavily vegetated alleys. Compared to the installation of an extensive storm drain system, drywells typically require less material and labor resulting in potential cost savings.
c. Reduced pipe size and labor costs: Placing a 6" HDPE pipe within a non-improved, steep, heavily vegetated alley allows for the efficient conveyance of drywell overflow. The pipe can navigate through the challenging terrain, accommodating the natural features of the area while still facilitating the controlled outlet of water.
d. Efficient Outlet Design: The proposed 6" HDPE storm drain will pass through the existing utility facilities and outlet onto Camino Del Mar via a new curb outlet. This design provides a direct connection to a public street, allowing for efficient and controlled discharge of stormwater. It can help prevent excessive pooling of water within the alley and improve the overall drainage system's effectiveness.
e. Durability and longevity of HDPE pipes: Utilizing a 6" HDPE storm drain system for overflow purposes provides a durable and long-lasting solution. HDPE pipes are known for their resistance to corrosion, abrasion, and impact, making them suitable for challenging terrains with heavy vegetation. This ensures a reliable stormwater conveyance system with reduced maintenance needs.

Cons:

a. Limitations on capacity: While a drywell can effectively intercept and store a significant portion of runoff, it may have limitations in handling extremely high volumes of water during intense rainfall events. A geotechnical evaluation should be performed to ensure that there are no poor soil drainage or perched water tables, since the effectiveness of a drywell may be reduced. A thorough site assessment should be conducted to ensure the suitability of the proposed location for a high-capacity drywell.
b. Maintenance Requirements: Drywells require regular maintenance to ensure their proper functioning. Over time, sediment and debris can accumulate, potentially reducing the storage capacity and impeding water infiltration. Periodic inspections, cleaning, and sediment removal may be necessary to maintain optimal performance. Potential vector (mosquito) and odor impacts may occur if the proposed drywell is not regularly meniotned.
c. Encroachment Issues: Similar to Alternative 1, Alternative 2 faces the challenge of encroaching private improvements within the alley. Coordination with property owners, acquisition of easements, or design adjustments may be required to accommodate existing structures and ensure a proper installation of the storm drain facility.
d. Safety concerns: Working in a steep, heavily vegetated alley with encroaching private improvements carries safety risks for construction crews. Adequate safety measures must be implemented to protect workers and minimize the risk of accidents or damage to private property.
e. Limited Runoff Treatment: While drywells promote infiltration and natural filtration, they provide limited treatment capabilities compared to more advanced stormwater management techniques. If the runoff contains significant pollutants or contaminants,

additional treatment measures may be required before discharge into the drywell or the existing storm drain system.

f. The existing electrical facility, located east of the sidewalk along Camino del Mar, will need to be partially reconstructed to accommodate the proposed curb outlet for the 6” HDPE pipe. Note, this would not be necessary in Alternative 1 since the pipe would travel under the electrical facility.

In summary, constructing a drywell to intercept the majority of the runoff generated by new alley improvement, along with constructing an overflow 6" HDPE storm drain system and extending a new public storm drain facility, offers benefits such as efficient runoff management, environmental sustainability, adaptability to challenging terrain, durability, and cost-effectiveness. However, challenges including limited infiltration capacity, maintenance requirements, encroachment issues, accessibility constraints, and potential utility interference should be carefully assessed and addressed during the planning and implementation stages. Conducting thorough site evaluations, coordinating with residents, and ensuring proper maintenance procedures are essential to the successful implementation and long-term functionality of the proposed high-capacity drywell storm drainage facility.

Anticipated Cost: $538,630

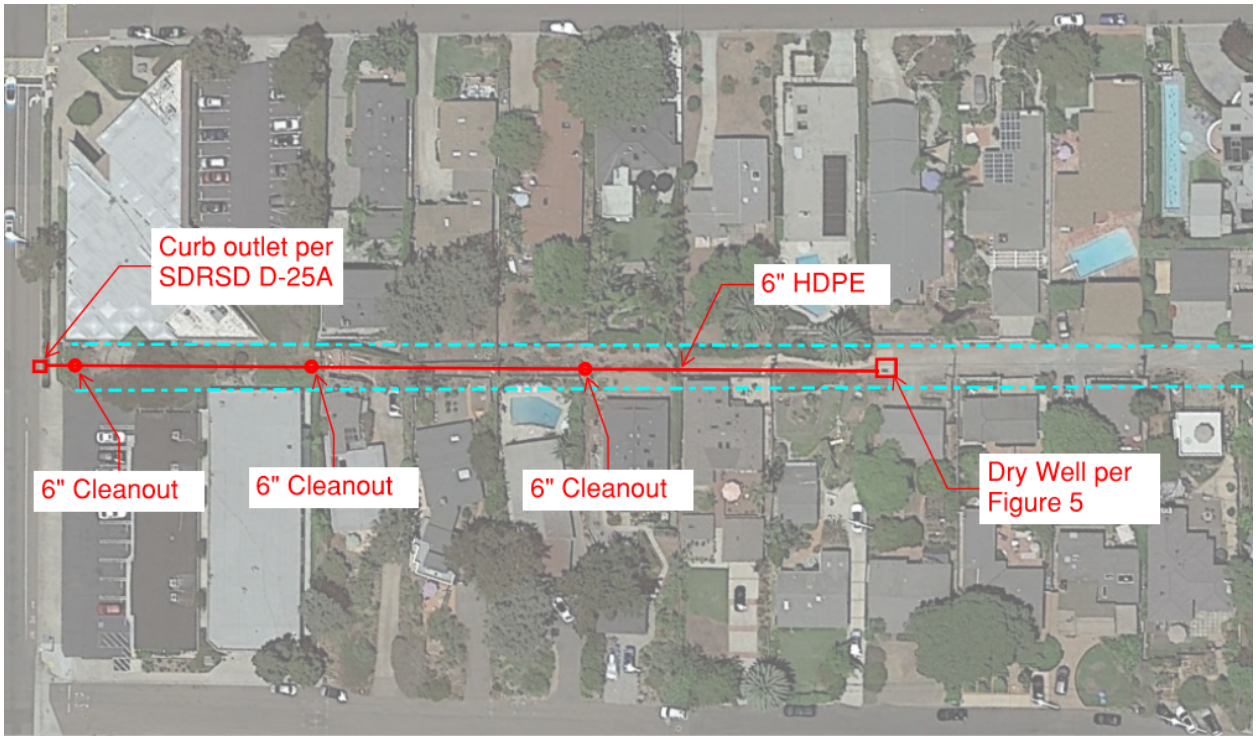


Figure 4. Alternative 3 Concept Sketch

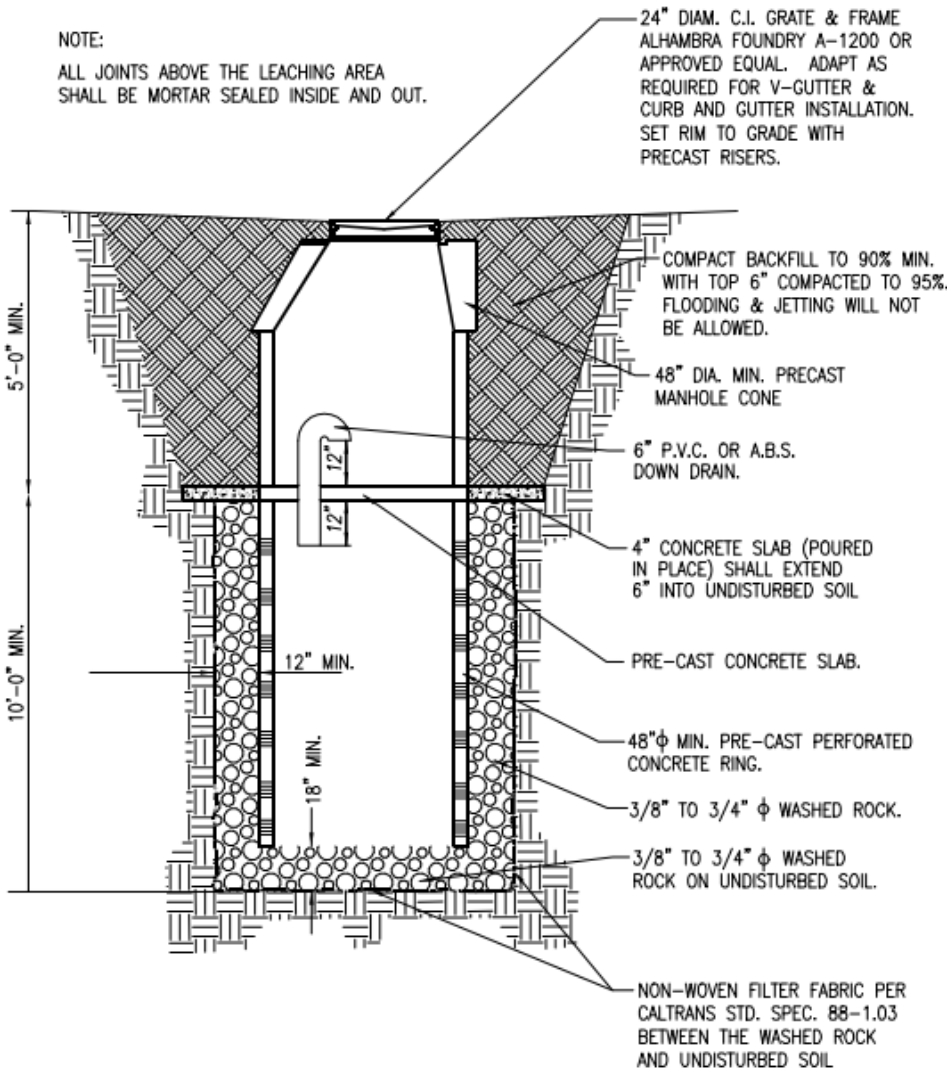


Figure 5. Standard Drywell Detail

f. Preliminary Cost Estimate

Cost estimates for each option are provided in **Table 3** below.

Michael Baker
INTERNATIONAL

HOSKA ALLEY DRAINAGE OPTION
CITY OF DEL MAR PUBLIC WORKS DEPARTMENT
OPINION OF PROBABLE CONSTRUCTION COSTS

Prepared September 2023 Michael Baker
Based on Alternatives 1, 2 & 3 Job Number: 193142

ITEM NO.	DESCRIPTION	QUANTITY/ UNITS		UNIT PRICE	ALTERNATIVE 1 AMOUNT	ALTERNATIVE 2 AMOUNT	ALTERNATIVE 3 AMOUNT
	GENERAL PROVISIONS						
1	Mobilization and Demobilization	1	LS	8% of Const	$21,698.00	$ 19,256.00	$18,452.00
2	Storm Water Pollution Prevention and Erosion Control	1	LS		$12,000.00	$10,000.00	$10,000.00
3	Private Improvement Restoration	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00
4	Survey and Construction Staking	1	LS		$8,000.00	$8,000.00	$8,000.00
5	Traffic Control Plan, Traffic Control Implementation and Construction Staging	1	LS		$19,000.00	$15,000.00	$15,000.00
6	Monument Preservation and Restoration	1	LS	$7,500.00	$7,500.00	$7,500.00	$7,500.00
7	Utility Coordination	1	LS		$12,000.00	$10,000.00	$10,000.00
8	Record Drawing (Stipulated Amount)	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00
	DEMOLITION						
9	Clearing and Grubbing	1	LS		$14,000.00	$14,000.00	$12,000.00
	GRADING						
10	Site Grading and Over Excavation	50	CY	$60.00	$3,000.00	$ 3,000.00	$ 3,000.00
	DRAINAGE IMPROVEMENTS						
11	6" HDPE	475	LF	$70.00	$0.00	$0.00	$33,250.00
12	10" HDPE	475	LF	$100.00	$47,500.00	$47,500.00	$0.00
13	12" RCP	165	LF	$210.00	$34,650.00	$0.00	$0.00
14	6" Cleanout	3	EA	$2,200.00	$0.00	$0.00	$6,600.00
15	10" Cleanout	3	EA	$2,500.00	$7,500.00	$7,500.00	$0.00
16	Type A Cleanout per SDRSD D-09	1	EA	$12,500.00	$12,500.00	$0.00	$0.00
17	Type A Curb Outlet Per SDRSD D-25A		EA	$5,200.00	$0.00	$10,400.00	$0.00
18	Under Utility Excavation	1	LS	$7,500.00	$7,500.00	$0.00	$0.00
19	Reconstruction of Electrical and TeleElectrical and Telecommunication Facility	1	LS	$12,000.00	$0.00	$0.00	$12,000.00
20	Type "I" Catch Basin Per SDRSD D-29	2	EA	$7,250.00	$14,500.00	$14,500.00	$0.00
21	High Capcity Dry Well	1	EA	$50,000.00	$0.00	$0.00	$50,000.00
22	4" Concrete Sidewalk per SDRSD G-07	50	SF	$12.00	$600.00	$600.00	$600.00
23	Lug into existing curb inlet	1	EA	$2,875.00	$2,875.00	$0.00	$0.00
24	Stree Light Relocation	1	EA	$6,200.00	$6,200.00	$6,200.00	$6,200.00
25	Relocation of Electrical and Telecommunication Facility	1	EA	$35,000.00	$0.00	$35,000.00	$0.00
26	Trench Restoration	500	SF	$15.80	$7,900.00	$0.00	$0.00
	UTILITIES						
27	Water main and valve relocation	1	EA	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	MISC						
28	Maintenance per year	1	LS		$7,500.00	$5,000.00	$10,000.00
29	Plans, Specifications and Estimate	1	LS		$25,000.00	$25,000.00	$25,000.00
30	Hoska Alley Surface Improvements (see Estimate in Section 4.0)	1	LS		$199,756.80	$199,756.80	$199,756.80
	Subtotal				**$492,679.80**	**$ 459,712.80**	**$448,858.80**
	20% Contingency				**$98,535.96**	**$91,942.56**	**$89,771.76**
	Estimated Total				**$591,215.76**	**$551,655.36**	**$538,630.56**

Table 3. Cost Estimate for 3 Alternatives

g. Hoska Alley Surface Improvements

Hoska Alley Surface Improvements

CD Cost Estimate

July 7, 2023

MBI

NO	Description of Work	Quantity	Unit	Unit Price	TOTAL
	SURFACE IMPROVEMENTS - HOSKA ALLEY				
A1	MOBILIZATION, per section 9-3.4	1	LS	8% of Const	$14,796.80
A2	CONSTRUCTION SURVEY, per section 2.9	1	LS	$10,000.00	$10,000.00
A3	TRAFFIC CONTROL PLANS, INSTALL & MAINTAIN TRAFFIC CONTROL, per section 7-10	1	LS	$7,500.00	$7,500.00
A4	CONSTRUCTION STAGING, per section 7-8.4	1	LS	$8,000.00	$8,000.00
A5	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND EROSION CONTROL, per section 7-8.6	1	LS	$8,000.00	$8,000.00
A6	PUBLIC NOTIFICATION, per section 7-10.1	1	LS	$2,500.00	$2,500.00
A7	SURVEY MONUMENT PRESERVATION, per section 7-9	1	LS	$5,000.00	$5,000.00
A8	RECORD DRAWINGS (STIPULATED), per section 2-5.3.1.3	1	LS	$2,500.00	$2,500.00
A9	FIELD ORDERS	1	LS	$10,000.00	$10,000.00
B1	DEMOLITION: CURB, GUTTER, PLANTING, IRRIGATION , PAVING AND SITE FURNISHINGS, ETC. (INCLUDES PROTECTION OF EXISTING ITEMS TO REMAIN), per section 300-1	1	LS	$55,000.00	$55,000.00
F1	ASPHALT CONCRETE	76	TN	$180.00	$13,680.00
F2	ASPHALT BASE	99	TN	$75.00	$7,425.00
F3	INSTALL 4" AC DIKE PER SDRSD G-5	90	LF	$23.00	$2,070.00
F4	INSTALL 6" AC DIKE PER SDRSD G-5	82	LF	$29.00	$2,378.00
F5	INSTALL VARIABLE DEPTH HEIGHT AC DIKE PER SDRSD G-5	23	LF	$30.00	$690.00
F6	3'-0" WIDE PCC RIBBON GUTTER	870	SF	$17.50	$15,225.00
F7	INSTALL 2"X12" REDWOOD HEADER	580	LF	$8.00	$4,640.00
F8	INSTALL 24" DEEP ROOT BARRIER	434	LF	$30.00	$13,020.00
F9	ADJUST EXISTING WATER METER	2	EA	$750.00	$1,500.00
F10	UNCLASSIFED EXCAVATION	170	CY	$35.00	$5,950.00
F11	REMOVED DAMAGED ASPHALT PAVEMENT AND REPLACE IN KIND 4" AC OVER 4" AB MINIMUM	102	SF	$16.00	$1,632.00
F12	LANDSCAPE AND IRRIGATION REPAIR, RELOCATION, RESTORATION AND REPLACEMENT	1	LS	$7,500.00	$7,500.00
F13	INSTALL DRAINAGE INLET MARKER	1	EA	$500.00	$500.00
F14	REPOSITION EXISTING PARKING SIGN AS DIRECTED BY THE CITY	1	EA	$250.00	$250.00
	TOTAL				$199,756.80
	CONTINGENCY 15% (GENERAL)				$29,963.52
	GRAND TOTAL				$229,720.32

h. Discussion and Recommended Alternative

In a virtual meeting held on August 19, 2023, between City of Del Mar representatives and Michael Baker International, the decision was reached by the City to proceed with the implementation of Alternative Two for a drainage facility project. Alternative Two entails the removal of the current drainage structure situated at the end of a proposed alley enhancement, to be replaced by a new double-type "I" catch basin conforming to San Diego Regional Standard Drawings (SDRSD) D-29.

The new catch basin will be connected to a 10" HDPE (High-Density Polyethylene) pipe. This pipe will be routed through a non-improved, steep, and densely vegetated alley, complicated by encroachment of existing private structures that infringe upon the area. The intended storm drain installation will extend down this unimproved alley to an electrical facility positioned to the east of the sidewalk along Camino Del Mar.

To facilitate the implementation of the shallow 10" HDPE pipe and the projected double curb outlet onto Camino Del Mar, the existing electrical and telecommunications infrastructure, currently safeguarded by an existing retaining wall, will necessitate relocation after being removed.

The choice of Alternative Two results from careful deliberations during the virtual meeting and considerations of the project's engineering feasibility, environmental impact, and alignment with local standards. This alternative addresses drainage requirements and infrastructure improvements while navigating the challenges posed by the existing landscape and encroachments by private structures.

The justification for the elimination of Alternative One was to reduce the cost and traffic impacts associated with construction within Camino Del Mar. Similarly, Alternative Three was eliminated due to higher maintenance cost associated with the drywell system and the additional cost of obtaining a geological evolutional to determine the permeability of the soil for the proposed drywell system.

In conclusion, Alternative Two has been selected as the preferred course of action for construction. It presents a comprehensive solution to drainage needs, integrating modern standards and accommodating the existing urban context. the Through the coordination of City and Michael Baker representatives, this decision sets the stage for the successful implementation of the project while enhancing the overall infrastructure and stormwater management in the area.

Attachment 1 Hydrology Calculations

This limited hydrology review for Hoska Alley has been prepared to analyze the hydrologic characteristics of the existing and proposed project site. These calculation presents both the methodology and the calculations used for determining the storm water runoff from the project site in the pre-developed (existing) conditions and the post-developed (proposed) conditions produced by the 10-year, 25-year and 100-year, 6-hour storm event.

Area weighted runoff coefficients were calculated using the methodology described in section 3.2.1 of the San Diego County Hydrology Manual and Table 3-1 Runoff Coefficients for Urban Areas. Using the Rational Method Procedure outlined in the San Diego County Hydrology Manual

Calculations – Existing

Q = CIA
Where:

Q = The anticipated runoff in CFS (cubic feet per second)

C = runoff coefficient, ratio of rainfall that produces storm water runoff (runoff vs. infiltration/evaporation/absorption/etc.). The C value used for the existing land-use and unimproved alley was derived from the San Diego County Hydrology Manual Table 3-1. The Land-Use of Low Density Residential (2.9 Dwelling Units per acre or less) with Soil Type B resulted in a value of **C = 0.41.**

I = average rainfall intensity for a duration equal to the Tc for the area (in/hr) $= 7.44\ x\ P_6\ x\ D^{-0.645}$

Where;
P_6 = Adjusted 6-hour storm rainfall amount (inches)
P_6, 10-Year = 1.6”
P_6, 25-Year = 2.0”
P_6, 100-Year = 2.5”

D = Time of concentration (min) = 5 min

A = Drainage Area contributing to the Basin (acres) = 34,276 SF = **0.79 AC**

$Q_{10} = 0.41\ x\ (7.44\ x\ 1.6\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{1.36\ CFS}$

$Q_{25} = 0.41\ x\ (7.44\ x\ 2.0\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{1.70\ CFS}$

$Q_{100} = 0.41\ x\ (7.44\ x\ 2.5\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{2.13\ CFS}$

Calculations – Proposed

Q = CIA
Where:

Q = The anticipated runoff in CFS (cubic feet per second)

C = runoff coefficient, ratio of rainfall that produces storm water runoff (runoff vs. infiltration/evaporation/absorption/etc.). The C value used for the proposed condition was derived using a weighted average of the existing land-use C value (0.41) and the proposed paved road right-of-way land-use C value (0.87) using Soil Group B. See drainage area (A) calculation below. The following C value calculation was used;

$$C = \frac{(0.63\ x\ 0.41) + (0.16\ x\ 0.87)}{0.79} = 0.50$$

I = average rainfall intensity for a duration equal to the Tc for the area (in/hr) $= 7.44\ x\ P_6\ x\ D^{-0.645}$

Where;
P_6 = Adjusted 6-hour storm rainfall amount (inches)
P_6, 10-Year = 1.6”
P_6, 25-Year = 2.0”
P_6, 100-Year = 2.5”

D = Time of concentration (min) = 5 min

A = Drainage Area contributing to the Basin (acres) = 34,276 SF = **0.79 AC**
Low Density Residential = 27,276 SF = 0.63 AC
Paved Road Right-of-way = 7,000 SF = 0.16 AC

$Q_{10} = 0.50\ x\ (7.44\ x\ 1.6\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{1.66\ CFS}$

$Q_{25} = 0.50\ x\ (7.44\ x\ 2.0\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{2.07\ CFS}$

$Q_{100} = 0.50\ x\ (7.44\ x\ 2.5\ x\ 5^{-0.645})\ x\ 0.79 = \mathbf{2.59\ CFS}$

References

“San Diego County Hydrology Manual”, revised June 2003, County of San Diego, Department of Public Works, Flood Control Section.

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at http://websoilsurvey.nrcs.usda.gov.

CITY OF DEL MAR

October 2, 2023 **ATTACHMENT B**

Michael Baker International
Attn: Tim Thiele
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
TThiele@mbakerintl.com

SENT VIA EMAIL

RE: TASK ORDER & NOTICE TO PROCEED FOR THE HOSKA ALLEY DEVELOPMENT – PHASE II ENGINEERING DESIGN SERVICES (ACCOUNT 40.7000.7047)

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed Consulting Services Agreement between the City of Del Mar and Michael Baker International (Consultant), the term for which is December 7, 2020, to December 7, 2023.

Consultant shall execute tasks related to the Hoska Alley Development, as described in the Consultant's proposal dated August 31, 2023, and included as Exhibit 1 to this Task Order. The project cost for this Task Order shall not exceed **$41,100**. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and shall be completed by April 30, 2024, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit 1.

The primary City contact for this Task Order and invoicing is Martin Boyd, Project Manager II, who can be reached at mboyd@delmar.ca.us and (858) 375-9531.

Please sign and return an original copy of this Task Order to Denise Galvan, Management Analyst, via mail to City of Del Mar, 1050 Camino del Mar, Del Mar, CA 92014 and email a PDF copy to dgalvan@delmar.ca.us.

Approved by:
City of Del Mar

_____
Ashley Jones Date
City Manager

Accepted by:
Michael Baker International

_____
Tim Thiele Date
Vice President

cc: Joe Bride, Public Works Director
Martin Boyd, Project Manager II
Mariel Cairns, Management Analyst

Exhibit 1: MBI Proposal for Hoska Alley Drainage Plan and Revision of Hoska Alley Improvement Plans

Michael Baker
INTERNATIONAL

We Make a Difference

August 31, 2023

Martin Boyd
Project Manager
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

Re: Hoska Alley Drainage main line extension and Alley Plan Modification

Dear Martin:

Pursuant to your request, the Michael Baker International team is pleased to provide you with this proposed scope of services and fee estimate for the above-mentioned project.

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

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

Below is a summary of the anticipated costs associated with the tasks:

Our staff is ready to commence upon your approval of our scope of services. If you have any questions about this scope of services or fee estimate, please feel free to contact me at 858-442-5597.

Sincerely,

Tim Thiele

Tim Thiele, PE
Contract Manager

MBAKERINTL.COM

5050 Avenida Encinas, Suite 260 | Carlsbad, CA 92008
Office: 760.476.9193 | Fax: 760.476.9198

City of Del Mar As-Needed Professional Services Agreement
Proposal for Hoska Alley Drainage plan and revision of existing Hoska Alley Improvement Plans

Project Understanding

Hoska Alley and the surrounding area between 8th and 9th Streets in the City of Del Mar has resident encroachments and experienced erosion and drainage concerns. Michael Baker International will design a storm drain facility based on Alternative 2 of assessment memo prepared for the City of Del Mar. The following provides the tasks needed to complete this scope of work.

Scope of Services

This scope has been prepared in response to the City's request presented on our phone conversation on August 18th. The following scope has been developed based on our knowledge of the area, our understanding of the City's needs, and on our experience with similar projects.

Task 1: Topographic and Boundary Survey

Task 1.1 Topography

Michael Baker will provide field surveys and topographic mapping by conventional ground survey. The scope provided here is suitable for planning purposes:

- Research survey maps filed at the County Surveyor's Office.
- Perform field surveys of geodetic control, City benchmark to meet project datum of NGVD29 and NAD83 per City of Del Mar Record of Survey 12921.
- Survey ground sufficient to obtain 1-foot ground contours, fixed features such as concrete, fences, buildings, retaining walls, visible utilities, and trees having a trunk diameter of 8 inches or larger.
- Perform a field boundary survey of existing survey monuments needed to establish the project rights of way.
- Provide a topographic survey at 1" = 20' scale with 1 - foot contours of the property and adjacent existing improvements.
- Provide topographic map of the project site, at 1" = 20' scale with one-foot contour intervals including flight plan preparation, layout of ground control targets, field surveying services to set ground control panels, aerial photogrammetric services, and a compilation of planimetric and topographic features from controlled stereo par photographs to digital medium.

Task 1.2 Boundary

Michael Baker will prepare base mapping files for use in planning and preliminary design. The services of preparing a mapping base will include:

- Monuments found to establish the project boundary/rights of way.
- Alley right of Way lines at the site with bearings and distances.
- Mapping reference information regarding the subject and adjoining parcels.
- Easements only if shown on record maps.

This scope and fee exclude the preparation of a Record of Survey. Should a Record of Survey become necessary, that will be negotiated under separate agreement. Field survey results can trigger Conditions pursuant to Section 8762 of the Business and Professions Code (Land Surveyor's Act), State of California, that can require a Record of Survey to be filed if a field boundary survey is performed and there exist: any material discrepancies in the survey are discovered, monuments are set for property corners, or lines are established that are not already established on recorded maps. The Owner is hereby notified that a Record of Survey is required to be filed with the County Surveyor's Office and recorded for this project site.

Task 2: Hydrology & Hydraulics Report and SWMP

Task 2.1 Hydrology and Hydraulics Report

The Consultant will amend the hydrology and hydraulics report to include calculations that were prepared for the new storm drain facility.

The Hydrology & Hydraulics Report for Hoska alley storm drain with evaluate the 2-year, 25-year; and 100-year design events. The updated report will include:

- Additional, detailed hydrologic analysis of areas tributary Hoska Alley, both in the existing and proposed conditions
- Flooded width analyses of new catch basins to intercept flows from proposed improvements.
- Hydraulic analysis of proposed storm drain system in Hoska Alley
- Coordination between the final drainage plans.

Task 2.2 Standard Storm Water Management Plan

The Consultant will revise the existing Standard Storm Water Management Plan (SWMP). The previous SWMP did not include areas and exhibits of the proposed new storm drain facility.

Task 3: Engineers Estimate

The consultant will update the Engineers estimate to reflect the additional drainage infrastructure. The pipe costs will reflect the depth of pipe and anticipated restraints of the site conditions. Other items such as pavement areas, additional improvements will be updated as a result of this new design.

Task 4: Revisions to Improvement Plans

Consultant will revise the 100% plans to the Hoska Alley to include the new inlets and the proposed 10” HDPE to Camino Del Mar, together with outlet structure. Changes will affect the following plan sheets:

- Demolition Plans
- Street and Utility Improvement Plans
- Plan and profile sheets
- Cross-Sections

Upon editing the plans, the consultant will also update the Civil 3d Model that generates the contours and quantities on the estimate.

Consultant shall incorporate any redesign prepared by the utility agencies of the existing utility area along Camino Del Mar, into the plan set. However, negotiations and extensive coordination with the utility purveyor within the utility area is not part of this scope of work.

Task 5: Revisions to Specifications

The consultant will update the bid schedule and special provisions. The documents shall be coordinated with the latest 100% design plans. This specification and estimate package shall also be coordinated with design changes comments.

Additional Services

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

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

Assumptions

Consultant's obligations are based upon the following understanding:

1) Update the GIS data base is not part of this scope of work.

2) District shall provide the Consultant with digital and hard copies of water service data require complete task one.

EXHIBIT B

Compensation

Michael Baker proposes to complete the work outlined in Scope of Services and invoice the City monthly on a percentage of completion basis in accordance with the following cost estimate:

TASKS and ANTICIPATED COSTS	
Task 1: Topographic and Boundary Survey	$11,000
Task 2: Hydrology & Hydraulics Report and SWMP	$4,200
Task 3: Engineers Estimate	$1,800
Task 4: Revisions to Improvement Plans	$19,300
Task 5: Revisions to Specifications	$3,800
SUBTOTAL:	**$40,100**
REIMBURSABLES	**$1,000**
TOTAL	**$41,100**

EXHIBIT C

Specific Exclusions

1) Pot Holing
2) Negotiating on behalf of the Agency for coordination of utility relocation
3) Preparation of any exhibits not mentioned above.
4) Traffic Control Plans.
5) Negotiating and coordinating with City residents over encroachments within City right-of-way.
6) Construction support.
7) Anything not specifically included in this proposal.

City of Del Mar
Agenda Report

TO: Honorable City Council Members

FROM: Mayor Tracy Martinez and Councilmember Dwight Worden
Via Ashley Jones, City Manager

DATE: October 2, 2023

SUBJECT: Consideration of City Council Meeting Schedule Change

REQUESTED ACTION/RECOMMENDATION:
Mayor Martinez and Councilmember Worden recommend that the City Council evaluate the current meetings days, which are the 1st and 3rd Mondays of each month, as set forth in the Del Mar Municipal Code (DMMC) and discuss whether there is an interest among a majority of the Council to implement changes.

DISCUSSION/ANALYSIS:
Earlier this year, Mayor Martinez expressed an interest in evaluating the current City Council regular meeting days identified in the City's Municipal Code to determine whether a majority of the City Council would be interested in making any changes. At that time, Councilmember Worden agreed to second the request, noting that he didn't know whether he'd be interested in making a change, but was willing to have a discussion among the Council.

Background
From 1959 (Ordinance 1) through May 1981, the Del Mar City Council met on Tuesdays. On May 19, 1981, the City Council adopted Ordinance 322, which amended the regular meeting day from Tuesday to Monday, among other changes. Since then various ordinances have amended DMMC 2.20.040 to alter the Council meeting frequency, start time, and location, such as when the Town Hall was completed.

DMMC Section 2.20.040(A), states that, "Regular meetings of the City Council shall be held on the first and third Monday of each month," and further states that, "The City Council may, by resolution, designate another date, time, and location for a regular meeting." Each year, the City Council adopts a Resolution setting the regular meeting schedule with most meetings being on the 1st and 3rd Monday of each month. However, the City Council does deviate from this schedule to accommodate holidays and to facilitate a Council recess in August.

City Council Action:

Information for Consideration

To assist the City Council with this discussion, staff provided some information below for the Council to take into consideration when determining whether or not to amend the current Council regular meeting schedule.

Regional Survey - Council Meeting Schedules

Staff surveyed the nineteen (19) other cities/County in San Diego and determined that a majority of these agencies hold meetings on Tuesday. The breakdown is eleven (11) jurisdictions hold meetings on Tuesdays (12 including the City of San Diego), six (6) hold meetings on Wednesday. Other than the City of Del Mar, only the City of San Diego meets on Monday and San Diego meets on Tuesdays as well. Given this regional data, moving to a Tuesday Council meeting schedule would better align the Council meeting schedule with the majority of agencies in the region.

Administrative Amendments & Timing

If the City Council wishes to transition to a different meeting day, staff recommends that the transition be on a trial basis for 2024, similar to what the City did when the meeting start time was moved from 6:00 p.m. to 4:30 p.m. The Council could adopt a resolution setting the 2024 City Council meeting schedule, and evaluate whether to make the change permanent prior to the end of the calendar year. Additionally, staff would need to coordinate any change to the Council meeting schedule with Del Mar Television to ensure they are available and adequately staffed to broadcast on alternative Council meetings days.

To formally change the City Council regular meeting schedule on a permanent basis an ordinance amending DMMC 2.20.020 must be adopted by the City Council. Based on public noticing requirements for adoption of an ordinance, the earliest date to bring an ordinance forward for introduction would be November 13, 2023, with the second reading and adoption on December 4, 2023. The ordinance would not be effective until 30 days after adoption, which would be January 4, 2024.

Lastly, if the meeting date is changed, the City will need to conduct a review of City Council policies and resolutions that may need to be updated to reflect the new meeting date. As an example, City Council Policy 107 - No Scheduled Council Meeting the Day Prior to City Election Day would need to be amended.

Public Outreach

The City's website and other public facing documents would need to be amended to reflect a change in the City Council meeting days. The public is used to the City Council's Monday meeting schedule and staff anticipates a robust public outreach effort would be needed to inform the public of this change. The Del Mar Weekly, e-blasts, notice in the paper, and website updates could all be used to get the word out.

Potential Impact to Other Public Meetings

Staff also assessed how changing the City Council meeting day may impact other City and/or regional public meetings. Staff assessed whether any regional meetings, such as the North

County Transit District and San Diego Association of Governments (SANDAG) would conflict with a Tuesday or Wednesday meeting schedule.

With regard to a Tuesday meeting schedule, the only conflict identified by staff is with the CSA-17 Advisory Committee meetings, which are held the first Tuesday of every month at 4:00 pm. Other meeting schedules to be aware of are the City's Planning Commission, who meets the second Tuesday of each month, and the Design Review Board who meets the fourth Wednesday of each month. Other City committee schedules that could be impacted, but easily addressed, are the Traffic and Parking Advisory Committee (TPAC) who typically meet on a third Tuesday of the month on a quarterly basis, and the Finance Committee, who typically meets on a fourth Tuesday of the month on a quarterly basis.

City Council & Public Agenda Review
More and more often, staff are being heavily impacted by receiving Council questions and public red dots on Monday mornings or later, with little time to evaluate and respond prior to the Council meeting on Monday afternoon. If meetings were adjusted to another day such as Tuesday, this would provide the Council with more time to review the agenda packet, and staff would have additional time to respond to Council questions, red dots, adjust presentations in response to incoming communications, and be better prepared for the Council meeting overall. However, if the Council meeting day is adjusted, staff would request that the Council commit to providing all agenda related questions to staff no later than 1 p.m. the day prior to the meeting. For example, 1 p.m. Monday would be the cut off for the Tuesday Council meeting.

Additionally, if the Council meeting date were to change, the City would plan to continue with the practice of holding closed session prior to the regularly scheduled Council meeting, and staff would plan to continue to distribute the agenda packet on Wednesdays prior to the Council meeting.

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

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This is an operational item and is not related to the City Council's Goals and Priorities.

ATTACHMENTS:
Attachment A - DMMC 2.20.040 Regular Meetings

Chapter 2.20 CITY COUNCIL

2.20.010 Election and Tenure.

The electors of the City of Del Mar shall elect Councilmembers at the General Municipal Election held every two years. The General Municipal Election shall be consolidated with the Statewide General Election held in November of even numbered years. Councilmembers shall serve a term of four years, staggered to result in two seats being open at one election and three seats being open at the next election.

(Ord. No. 322; Ord. No. 371; Ord. No. 680)

2.20.020 Presiding Officer.

A. City Council shall meet at their usual place of meeting on the first Tuesday in December after the General Municipal Election, provided that the Elections Official has certified the election, and shall pass a resolution reciting the fact of the election, shall install the newly elected officers and shall choose one of its members as Mayor and one of its members as Deputy Mayor.

B. The Mayor, and the Deputy Mayor, shall serve a term of one year, or until a successor for each position is chosen. Three affirmative votes shall be required to choose or change the Mayor or Deputy Mayor.

C. In addition to the powers and duties of a Councilmember, the Mayor, or in the Mayor's absence, the Deputy Mayor, shall be the presiding officer of the City Council.

(Ord. No. 680)

2.20.030 Compensation.

A. Councilmembers shall receive a salary of $300.00 per month. (Adopted by a vote of the people 4/12/1988.)

B. Upon the submission of an itemized account, any Councilmember may be reimbursed for the actual and necessary expenses incurred in the performance of official duty.

2.20.040 Regular Meetings.

A. Regular meetings of the City Council shall be held on the first and third Monday of each month, commencing at 4:30 p.m. in the Town Hall, 1050 Camino del Mar. If a regular meeting falls on a holiday, the regular meeting shall be held on the next business day.

B. The City Council may, by resolution, designate another date, time, and location for a regular meeting.

(Ord. No. 951 , § 1, 8-5-2019)

2.20.050 Rules of Procedure.

The City Council may, from time to time, adopt by resolution, rules of procedure for the conduct of meetings. These resolutions shall be compiled and maintained by the City Clerk and made available to the public and to the City Council during every meeting.

2.20.060 Orderly Conduct.

A. Any person who fails to comply with a direction given by the presiding officer for the purpose of maintaining order at a City Council meeting shall be guilty of a misdemeanor.

B. All persons shall comply with the meeting procedures announced by resolution of the City Council and no person shall interfere with or interrupt a City Council meeting.

C. The presiding officer may designate a member of the County Sheriff's Department as Sergeant at Arms who shall carry out the directions of the presiding officer, to include making arrests as directed by the presiding officer.