

# Table of Contents

12-15-2025 Regular Meeting Agenda .....	2
Item 1 - 12-1-2025 Minutes .....	8
Item 2 - 12.15.25 List of Demands Packet .....	11
Item 4 - FY 2025-26 Asphalt Roadway Repairs .....	28
Item 5 - EP25-075 Approval Resolution .....	42
Item 6 - Tyler Technologies Agreement for ERP Pro SaaS .....	71
Item 7 - Emergency Funding for Repair along San Dieguito Drive .....	161
Item 8 - Reclassification of One Accounting Technician .....	168
Item 9 - Ordinance Related to Single-Use Disposable Food Service Ware .....	175
Item 10 - TTM18-004 Extension (La Atalaya, 690 Serpentine) .....	196
Item 12 - Selection of the Mayor and Deputy Mayor 2026 .....	241
Item XIE and XIIA - Council Liaison Report - Martinez .....	248



# Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall

1050 Camino del Mar, Del Mar, California 92014

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

## Regular Meeting

**Monday, December 15, 2025 at 4:30 PM**

**Terry Gaasterland**  
Mayor

**Tracy Martinez**  
Deputy Mayor

**Dan Quirk**  
Council Member

**John W. Spelich**  
Council Member

**Ashley Jones**  
City Manager

**Leslie E. Devaney**  
City Attorney

**Sarah Krietor**  
Administrative Services  
Manager/City Clerk

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

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

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

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

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

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

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

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

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

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

**1. Approval of Minutes: Regular Meeting December 1, 2025**

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

**2. Ratification of List of Demands dated December 15, 2025**

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

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

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

**4. Construction Contract with Portillo Concrete, Inc. for Fiscal Year 2025-26 Asphalt Roadway Repairs**

Recommended Action: Staff recommends that the City Council: 1) Award a \$75,000 construction contract to Portillo Concrete, Inc. (Attachment A) for Fiscal Year (FY) 2025-26 asphalt roadway repairs; and 2) Authorize the City Manager to execute the contract.

Reference: Clerk's File No. 406-1

**5. Approval of Encroachment Permit 25-075 – A Request to Retain Existing Unpermitted Planter Walls, Brick Columns, and Associated Improvements within the Public Right-of-Way at 1639 Luneta Drive; Applicant: 1639 LLC**

Recommended Action: Staff recommends that the City Council adopt a Resolution (Attachment A) reflecting prior Council direction and making findings to approve a Long-term Major Encroachment Permit (EP) 25-075 to retain existing unpermitted encroachments within the public right-of-way adjacent to 1639 Luneta Drive.

Reference: Clerk's File No. 802-1

**6. Approval of an Agreement with Tyler Technologies for ERP Pro Software as a Service**

Recommended Action: Staff recommends that the City Council: 1) Approve a Software as a Service (SaaS) Agreement between the City of Del Mar and Tyler Technologies, Inc. (Attachment A) for the implementation of a new Enterprise Resource Planning system; and 2) Authorize the City Manager to negotiate and execute the final Agreement, in consultation with the City Attorney, and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance by the vendor.

Reference: Clerk's File No. 406-1

**7. Approval of Emergency Funding for Storm Drain and Roadway Repair along San Dieguito Drive**

Recommended Action: Staff recommends that the City Council: 1) Approve \$131,000 in emergency funding for construction and inspection services for the emergency work related to the Emergency Storm Drain and Roadway Repair along San Dieguito Drive; 2) Ratify any prior authorization by the City Manager to facilitate the emergency repairs; and 3) Authorize the City Manager to execute any documents necessary to complete the work.

Reference: Clerk's File No. 901-5, 906-5

**8. Proposed Reclassification of Finance Division Accounting Position**

Recommended Action: It is recommended that the City Council adopt a Resolution (Attachment A) authorizing reclassification of one Accounting Technician I/II position to an Accountant I/II position and amending the Fiscal Year 2025-2026 Management, Professional and Confidential Compensation Plan to reflect this change (Exhibit A to Attachment A).

Reference: Clerk's File No. 504-1

VIII. PUBLIC HEARING

**9. Introduction of an Ordinance to Repeal and Replace Chapter 11.40 of the Del Mar Municipal Code to Prohibit the Use of Expanded Polystyrene and Single-Use, Non-Compostable Disposable Food Service Ware Citywide, and Single-Use Plastic Beverage Bottles at City Facilities and City-Sponsored Events**

Recommended Action: Staff recommends that the City Council introduce an Ordinance (Attachment A) to repeal and replace Del Mar Municipal Code (DMMC) Chapter 11.40 to prohibit the use of expanded polystyrene and single-use, non-compostable disposable food service ware; the sale of expanded polystyrene coolers and ice chests or other food containers; and the use of single-use plastic beverage bottles at City facilities and City-sponsored events.

Reference: Clerk's File No. 401-4

**10. Tentative Tract Map TTM18-004, Extension of Time Request for a Three-Year Extension of Time for an Eight-Lot Subdivision Reconfiguration of 18.1 acres known as "La Atalaya"**

**Applicant/Owner: La Atalaya, LLC**

**Assessor Parcel Numbers (APNs): 299-200-65-00, 299-261-43-00, 299-261-42-00, 299-261-14-00, 299-192-24-00, 299-200-64-00, 299-200-62-00, and 299-200-63-00**

Recommended Action: Staff recommends that the City Council adopt a resolution approving a three-year extension of Tentative Tract Map TTM18-004 (Attachment A).

Reference: Clerk's File No. 301-1

IX. COUNCIL MEETING RECESS

X. CITY COUNCIL OTHER BUSINESS

**11. 2025 Mayor Comments - Year End Review**

Recommended Action: Receive comments from outgoing Mayor Gaasterland.

Reference: Clerk's File No. 401-1

## **12. Selection of the 2026 Mayor and Deputy Mayor**

Recommended Action: Staff recommends the City Council appoint from among its members a Mayor and Deputy Mayor to serve for a one-year period beginning on December 16, 2025, through December 2026 in accordance with Council Policies 100 and 118.

Reference: Clerk's File No. 401-1

## **XI. REGIONAL ORGANIZATION REPORTS**

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

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

## **XII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS**

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

- A. Del Mar Community Connections (Martinez/Spelich)  
Recommendation: Receive Written Report (Martinez)
- B. Del Mar Village Association (Gaasterland/Martinez)
- C. Finance Committee (Gaasterland/Spelich)
- D. Housing Subcommittee (Gaasterland/Martinez)
- E. Human Resources Subcommittee (Gaasterland/Martinez)
- F. Legislative Subcommittee (Gaasterland/Martinez)

- G. Measure Q Citizen Oversight Committee (Quirk/Gaasterland)
- H. Parks and Recreation Committee (Martinez/Quirk)
- I. Del Mar Railroad Subcommittee (Gaasterland/Martinez)
- J. Lagoon Committee (Gaasterland/Spelich)
- K. Planning Process Subcommittee (Includes Sea-Level Rise Adaptation Plan Implementation (Gaasterland/Spelich)
- L. Shores Park Master Plan Ad-Hoc Advisory Committee (Gaasterland/Spelich)
- M. Sustainability Advisory Committee (Martinez/Gaasterland)
- N. Traffic and Parking Advisory Committee (Quirk/Spelich)
- O. Undergrounding Program Advisory Committee (Gaasterland/Spelich)
- P. Other Committee-Subcommittee Reports

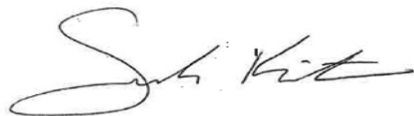
**XIII. UPCOMING AGENDA ITEMS**

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

<b>January 6, 2026</b>
Award of Contract with HdL Companies for Sales, Use and District Tax Services
Award of Contract with ClearSource Financial Consulting for Cost Allocation Plan and Comprehensive User Fee Study
Second Reading of New Plastics Ordinance
De Novo Hearing Variance 24-003
2026 City Council Local Appointments
Cost Sharing Agreement with City of Solana Beach for Fire Management Transition Services

**XIV. CERTIFICATION**

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 10th day of December, 2025 at approximately 2:50 p.m.



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

12/10/2025  
Date



**CITY OF DEL MAR  
CITY COUNCIL REGULAR MEETING MINUTES  
DECEMBER 1, 2025  
City of Del Mar Town Hall  
1050 Camino del Mar, Del Mar California 92014**

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

**CALL TO ORDER**

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

**ROLL CALL**

Present: Mayor Terry Gaasterland; Deputy Mayor Tracy Martinez; Councilmembers Dan Quirk (arrived at 4:36 p.m.) and John Spelich

**CITY ATTORNEY CLOSED SESSION REPORT**

None.

**PLEDGE OF ALLEGIANCE**

Mayor Gaasterland led the Pledge of Allegiance.

**PUBLIC ORAL COMMUNICATIONS**

Mayor Gaasterland opened public oral communications, and Janet Wilson spoke. Mayor Gaasterland closed public oral communications.

**CITY COUNCIL COMMUNITY ANNOUNCEMENTS**

Deputy Mayor Martinez reminded everyone that the Del Mar Village Association (DMVA) will host a Christmas Tree lighting event on Sunday, December 5, 2025, at 5 p.m. adjacent to L'Auberge.

**CITY MANAGER'S REPORT**

City Manager Ashley Jones reported on the City's partnership with the Jacob and Cushman Food Bank on a canned food drive, with collection containers located at the Beach Safety Center and City Hall through December 17, 2025.

**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 DEPUTY MAYOR MARTINEZ, SECONDED BY COUNCILMEMBER SPELICH TO APPROVE THE CONSENT CALENDAR ITEMS 1 THROUGH 6. (VOTE 4-0)**

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

**ITEM 1: APPROVAL OF MINUTES: REGULAR MEETING NOVEMBER 17, 2025 (CLERK'S MINUTES BOOK)**

Council approved the minutes, on consent.

**ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED DECEMBER 1, 2025 (CLERK'S FILE NO. 201-3)**

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

**ITEM 4: APPOINTMENTS TO THE SUSTAINABILITY ADVISORY COMMITTEE (CLERK'S FILE NO. 401-5)**

Council appointed Chelsea Nelson and Susan Leckband as voting members to the Sustainability Advisory Committee to serve full three-year terms beginning on December 1, 2025, and ending on December 31, 2028, on consent.

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

Council reappointed Michael Minter as a voting member to the Finance Committee to serve a second full three-year term effective December 1, 2025, and ending on December 31, 2028, on consent.

**ITEM 6: APPROVAL OF TASK ORDERS WITH STEPHEN DALTON ARCHITECTS AND KEYSER MARSTON ASSOCIATES INC. TO COMPLETE FEASIBILITY STUDIES AND CONCEPTUAL DESIGNS FOR THREE POTENTIAL AFFORDABLE HOUSING SITES ON 22ND DISTRICT AGRICULTURAL ASSOCIATION PROPERTY IN THE CITY OF DEL MAR IN ACCORDANCE WITH THE CITY'S CERTIFIED 6TH CYCLE HOUSING ELEMENT PROGRAM 3A (CLERK'S FILE NO. 406-1)**

Council approved a \$67,000 Task Order with Stephen Dalton Architects and a \$175,000 Task Order with Keyser Marston Associates Inc. to complete feasibility studies and conceptual designs for three potential affordable housing sites on 22nd District Agricultural Association property in the City of Del Mar; and authorized the City Manager to execute the Task Orders, on consent.

**CITY COUNCIL OTHER BUSINESS**

**ITEM 7: PAVEMENT AND TRAFFIC STRIPING IMPROVEMENTS FOR JIMMY DURANTE BOULEVARD (CLERK'S FILE NO. 901-6)**

A presentation was provided by Principal Engineer Karen Falk and City traffic engineering consultant Ryan Zellers, President with Zone Traffic Engineering, Inc.

Council questions and discussion focused on whether the Fairgrounds reviewed and provided input on the proposed design; whether the Fairgrounds is required to put together a traffic plan for major events; roadway condition on Camino Del Mar going north from Del Mar Heights; process for speed surveys to reevaluate the speed limits; whether the plans include the addition of a cross walk; desire to have the Traffic and Parking Advisory Committee (TPAC) review the proposed project; whether the repaving will occur before or after the Stratford South undergrounding project; and whether Stratford North will be repaved after undergrounding is complete.

There were no public speakers for the item.

**ITEM 8: UPDATE ON PENDING CALIFORNIA COASTAL COMMISSION ACTION TO APPROVE POST- CERTIFICATION MAPS FOR THE CITY OF DEL MAR’S CERTIFIED LOCAL COASTAL PROGRAM (CLERK’S FILE NO. 1502-14)**

A presentation was provided by Principal Planner Amanda Lee.

Council questions and discussion focused on the California Coastal Commissions (CCC) jurisdictional authority and the City permit authority area and what triggered the CCC to initiate this map clean up.

There were no public speakers for the item.

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

City Council representatives reported on the Clean Energy Alliance; San Diego Association of Governments (SANDAG) Board of Directors; North County Transit District; Regional Solid Waste Association; San Dieguito River Valley Regional Open Space Park JPA; Del Mar Community Connections; Del Mar Village Association; Housing Subcommittee; Human Resources Subcommittee; Lagoon Committee; Planning Process Subcommittee; Shores Park Master Plan Ad-Hoc Advisory Committee; Sustainability Advisory Committee; and Undergrounding Program Advisory Committee.

**ADJOURNMENT**

Mayor Gaasterland adjourned the meeting at 6:18 p.m.


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Sarah Krietor, Administrative Services Manager/  
City Clerk



**LIST OF DEMANDS**  
**CITY OF DEL MAR**  
*for*  
**City Council Meeting**  
**December 15, 2025**

Vendor Payment Checks	\$ 168,450.37
Voids	-
Electronic Fund Transfers (EFT)	725,581.09
Electronic Wires	182,848.49
Total	<u><u>\$ 1,076,879.95</u></u>

Approved by: 

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Marco Camacho  
Finance Manager/Treasurer

Date: 12/9/25

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Approved by:

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Terry Gaasterland  
Mayor

Date:

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Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7340	11/26/2025	zep01	ACUITY SPECIALTY PRODU	9012067259	11/17/2025	CLEANING SUPPLIES FIRE	1,100.57	1,100.57
	Voucher:	7340						
7341	11/26/2025	cha71	CHARTER COMM HOLDINGS	189125601	11/14/2025	INTERNET CH NOV	1,390.13	
	Voucher:	7341						
			189125701	11/14/2025	CH FIBER TO FIRE NOV	412.74		
			189125801	11/14/2025	VIDEO TRANSPORT/PEG CH NO	335.35		
			189112801	11/14/2025	VIDEO TRANSPORT/PEG NOV	335.35		
			189125501	11/14/2025	PUBLIC WIFI CH NOV	119.99		
			189125401	11/14/2025	DMTV INTERNET NOV	119.99		
			189125201	11/14/2025	INTERNET TV STUDIO NOV	93.34	2,806.89	
7342	11/26/2025	coa21	COAST NEWS GROUP	00159154	11/7/2025	AD - PUBLIC HEARING	147.25	
	Voucher:	7342						
			00159155	11/7/2025	AD - ORDIN INTRO	54.25	201.50	
7343	11/26/2025	dev02	DEVANEY PATE MORRIS & C	11115	11/14/2025	LEGAL FEES OCT	2,806.00	2,806.00
	Voucher:	7343						
7344	11/26/2025	dix01	DIXIELINE LUMBER CO	06-0620991	11/6/2025	OPERATING SUPP PW	201.47	
	Voucher:	7344						
			06-0620780	11/5/2025	MAINT SUPPLIES PW	95.63		
			06-0620530	11/4/2025	MAINT SUPPLIES PW	55.28		
			06-0621014	11/6/2025	OPERATING SUPP PW	46.86		
			06-0621397	11/11/2025	OPERATING SUPP PW	33.81	433.05	
7345	11/26/2025	duk01	DUDEK	202508760	10/27/2025	SD LAGOON ENGR SVCS SEP	17,484.27	
	Voucher:	7345						
			202508899	10/27/2025	SD LAGOON ENV SVCS SEP	9,612.50	27,096.77	
7346	11/26/2025	nha01	NHA ADVISORS, LLC	01853	11/14/2025	UP FINANCING - TO #3	47,500.00	47,500.00
	Voucher:	7346						
7347	11/26/2025	par51	PARKWOOD LANDSCAPE M	110137	9/30/2025	LANDSCAPE SRVCS PW SEP	14,289.00	
	Voucher:	7347						
			110138	9/30/2025	LANDSCAPE SRVCS - SHORES	490.00	14,779.00	
7348	11/26/2025	pho01	PHOENIX GROUP INFO SYS	102025036	11/17/2025	CITE SRVCS - OCT	22,132.86	22,132.86
	Voucher:	7348						
7349	11/26/2025	pru01	PRUDENTIAL OVERALL SUP	132342681	10/31/2025	UNIFORMS PW - 10/31	112.48	
	Voucher:	7349						
			132345251	11/14/2025	UNIFORMS PW - 11/14	70.52		
			132344071	11/7/2025	UNIFORMS PW - 11-7	70.52		
			132345249	11/14/2025	MATS PW - 11/14	15.47		
			132345250	11/14/2025	SHOP TOWELS PW - 11/14	4.41		
			131018532	11/13/2025	UNIFORMS REFND PW - 11/13	-1.20		
			131018512	11/6/2025	UNIFORM REFUND PW - 11/6	-41.96	230.24	

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7350	11/26/2025	tru09	TRUE NORTH COMPLIANCE DM25-10	11/12/2025	BLDG CODE PC INSP OCT	27,629.25	27,629.25
	Voucher:	7350					
7351	11/26/2025	gan04	WILLIAM GANDER, DBA RES DM-RT20251105	11/5/2025	SOLAR MONITORING OCT	200.00	200.00
	Voucher:	7351					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							146,916.13

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140426	11/26/2025	adt02	ADT SECURITY SERVICES	1178492955	11/13/2025	ALARM 1700 COAST DEC/FEB	257.94
		Voucher: 140426		1178495507	11/13/2025	ALARM PW DEC	140.86
140427	11/26/2025	ame50	AMERICAN MEDICAL RESPC	DMF09082025-01	9/8/2025	AMBULANCE SUPP FIRE	145.46
		Voucher: 140427					145.46
140428	11/26/2025	bab03	BABCOCK LABORATORIES,	CK50340-10666	11/7/2025	WATER TESTING	156.09
		Voucher: 140428					156.09
140429	11/26/2025	doo03	CASTLE SERVICES INC, DB/	29140	10/8/2025	DOOR MAINT FIRE	368.06
		Voucher: 140429					368.06
140430	11/26/2025	cin02	CINTAS	5302525808	11/12/2025	FIRST AID KIT SUPP PW	228.93
		Voucher: 140430		5302861012	11/13/2025	FIRST AID KIT SUPP CH	40.67
140431	11/26/2025	cit07	CITY OF SAN DIEGO	1000434793	10/30/2025	WATER TREATMENT SEP	32,273.42
		Voucher: 140431					32,273.42
140432	11/26/2025	coa10	COASTAL LIVESCAN SERVIC	43571	10/31/2025	LIVESCAN SRVCS OCT	124.00
		Voucher: 140432					124.00
140433	11/26/2025	cou01	COUNTY OF SAN DIEGO	11062025	11/6/2025	PARKING BAIL OCT	28,353.50
		Voucher: 140433					28,353.50
140434	11/26/2025	del06	DEL MAR AUTOMOTIVE SER	051333	11/21/2025	VEHICLE MAINT PW	112.88
		Voucher: 140434					112.88
140435	11/26/2025	dun02	DUNN-EDWARDS PAINTS	2082A35599	11/13/2025	PAINT SUPPLIES CS	52.08
		Voucher: 140435					52.08
140436	11/26/2025	fri06	FRIEDMAN & SPRINGWATEF	1000994	11/7/2025	UG CONSULT SRVCS	2,432.00
		Voucher: 140436					2,432.00
140437	11/26/2025	gra02	GRAINGER	9702769267	11/6/2025	SM TOOL/EQUIP PW	317.79
		Voucher: 140437					317.79
140438	11/26/2025	int09	GREGORY CONLEY, DBA IN1	495	11/9/2025	SCADA MAINT OCT	3,595.32
		Voucher: 140438					3,595.32
140439	11/26/2025	haw01	HAWTHORNE MACHINERY C	PS001011309	11/6/2025	CATERPILLAR REPAIR PW	71.43
		Voucher: 140439		PS040118335	10/31/2025	CATERPILLAR REPAIR PW	36.75
				PC000105647	11/6/2025	CATERPILLAR RFND PW	-36.41
140440	11/26/2025	fir12	PAUL ROTTENBERG, DBA FI	2025-326	11/15/2025	FIRE STATS PROG OCT	125.00
		Voucher: 140440					125.00
140441	11/26/2025	por10	PORTABLE STORAGE CORP	169916	11/20/2025	STORAGE CS DEC	176.00
		Voucher: 140441					176.00
140442	11/26/2025	sdg01	SAN DIEGO GAS & ELECTRI	0042 2198 4063 2	11/14/2025	UTILITIES OCT	4,219.31
		Voucher: 140442					4,219.31

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140443	11/26/2025	sig12	SIGNA DIGITAL SOLUTIONS	41949999	10/12/2025	COPIER CH OCT	812.64
	Voucher:	140443		41204304	6/11/2025	COPIER CH JUN	812.64
				42133834	11/11/2025	COPIER PW NOV	138.74
140444	11/26/2025	sta09	SWRCB, ATTN: AFRS	SW-0328095	11/16/2025	SWRCB ANNUAL PERMIT PW	565.00
	Voucher:	140444					1,764.02
140445	11/26/2025	ter11	TERMINIX COMMERCIAL	464679479	10/7/2025	PEST CONTROL CH - OCT	159.00
	Voucher:	140445		464675428	10/7/2025	PEST CONTROL CS - OCT	128.26
				464679421	10/7/2025	PEST CONTROL LIBRARY - OCT	113.26
				464675410	10/7/2025	PEST CONTROL PHCC - OCT	109.18
140446	11/26/2025	the50	THE RAEL FAMILY TRUST	20251106	11/19/2025	WATER METER REFUND	1,520.86
	Voucher:	140446					509.70
140447	11/26/2025	usb03	US BANK CORP PYMT SYST	4246 0445 5565 0	10/22/2025	US BANK CHARGES OCT	16,803.43
	Voucher:	140447					16,803.43
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>94,354.09</b>



34 checks in this report.

Grand Total All Checks: 241,270.22

**Bank : qusbnk GENERAL ACCOUNT US BANK**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4183	11/28/2025	irs01	IRS, UNITED STATES TREAS	Ben182705	11/28/2025	FEDERAL TAX: PAYMENT	40,593.12	40,593.12
		Voucher: 4183						
4184	11/28/2025	per01	PERS	Ben182707	11/28/2025	PERS CONTRIBUTIONS: PAYMEN	56,408.37	56,408.37
		Voucher: 4184						
4185	11/28/2025	edd01	EMPLOYMENT DEVELOPME	Ben182709	11/28/2025	STATE TAX: PAYMENT	11,659.82	11,659.82
		Voucher: 4185						
4186	11/28/2025	per02	PERS 457	Ben182711	11/28/2025	CALPERS 457 DEFERRED COMF	3,026.49	3,026.49
		Voucher: 4186						
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>111,687.80</b>	

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

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
7352	11/28/2025	mis07	107413 STATE ST BANK & TF Ben182701	11/28/2025	401A PLAN: PAYMENT	555.16	555.16
		Voucher:	7352				
7353	11/28/2025	mis08	303845 STATE ST BANK & TF Ben182693	11/28/2025	MISSION SQUARE 457B: PAYMEI	9,152.09	9,152.09
		Voucher:	7353				
7354	11/28/2025	mis09	803808 STATE ST BANK & TF Ben182703	11/28/2025	RETIREMENT HEALTH SAVINGS	748.81	748.81
		Voucher:	7354				
7355	11/28/2025	uni21	DEL MAR CITY EMPLOYEES Ben182695	11/28/2025	DMCEA DUES: PAYMENT	273.00	273.00
		Voucher:	7355				
7356	11/28/2025	nat15	NATIONAL BENEFIT SERVICE Ben182699	11/28/2025	SEC. 125 FLEXIBLE SAVINGS AC	1,856.19	1,856.19
		Voucher:	7356				
7357	11/28/2025	par21	U.S. BANK PARS FFC 674602 Ben182697	11/28/2025	PUBLIC AGENCY RETIREMENT S	1,570.59	1,570.59
		Voucher:	7357				
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>14,155.84</b>

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10 checks in this report.

Grand Total All Checks: 125,843.64



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Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7358	12/1/2025	lif06	GEN DIGITAL INC.	10010633632	11/15/2025	VOL LIFELOCK BENEFITS	135.92	135.92
	Voucher:	7358						
7359	12/1/2025	leg04	LEGALACCESSPLANS USA,	59188	11/1/2025	VOL LEGAL EASE INSURANCE: F	143.60	143.60
	Voucher:	7359						
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>279.52</b>	

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
8130	12/1/2025	hea02	HEALTH NET	BFG29ADEC25	11/15/2025	HEALTH INS DEC	45,110.56	45,110.56
	Voucher:	8130						
8131	12/1/2025	kai01	KAISER PERMANENTE	475311837668	11/10/2025	HEALTH INS DEC	15,700.01	15,700.01
	Voucher:	8131						
8132	12/1/2025	mut01	MUTUAL OF OMAHA	001986023463	11/12/2025	AD&D LIFE B&D DEC	4,682.82	4,682.82
	Voucher:	8132						
8133	12/1/2025	pri11	PRINCIPAL FINANCIAL GROU	1003938-10001DE	11/16/2025	DENTAL/VISION INS DEC	5,613.30	5,613.30
	Voucher:	8133						
8134	12/1/2025	sun11	SUN LIFE ASSURANCE CO, (	915639-0001DEC	11/13/2025	FF LIFE INS DEC	54.00	54.00
	Voucher:	8134						
140448	12/1/2025	cap01	CAPF CA PUBLIC SAFETY AI	Ben182691	11/19/2025	CAPF: PAYMENT	234.00	234.00
	Voucher:	140448						
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>71,394.69</b>	

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8 checks in this report.

Grand Total All Checks: 71,674.21



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7360	12/5/2025	cal81	CALLTOWER INC	202872265	11/25/2025	TELEPHONE DEC	238.47	238.47
	Voucher:	7360						
7361	12/5/2025	cha71	CHARTER COMM HOLDINGS	189123101	11/14/2025	LIFEGUARD FIBER NOV	490.13	
	Voucher:	7361		8448 41 006 0171	11/13/2025	PUBLIC WIFI PHCC NOV	341.45	
				189125301	11/14/2025	CH FIBER TO LFGRDS NOV	490.13	
				189123001	11/14/2025	LFGRD CABLE/INTERNET NOV	100.00	1,421.71
7362	12/5/2025	cor15	CORONADO MOBILE STORA	DEC-25	12/1/2025	STORAGE CONTRS DEC	255.00	255.00
	Voucher:	7362						
7363	12/5/2025	del02	DEL MAR BLUE PRINT CO, I	633920	11/20/2025	PRINTING SRVCS CH	44.04	44.04
	Voucher:	7363						
7364	12/5/2025	del14	DEL MAR VILLAGE ASSOCIA	6	12/4/2025	DMVA AGRMNT OCT	33,516.55	33,516.55
	Voucher:	7364						
7365	12/5/2025	dev02	DEVANEY PATE MORRIS & C	11113	11/14/2025	LEGAL FEES OCT	3,185.50	
	Voucher:	7365		11114	11/14/2025	LEGAL FEES OCT	1,293.20	
				11122	11/17/2025	LEGAL FEES OCT	390.40	
				11121	11/17/2025	LEGAL FEES OCT	146.40	
				11118	11/17/2025	LEGAL FEES OCT	24.50	
				11123	11/17/2025	CITY ATTORNEY OCT	40,301.60	
				11119	11/17/2025	LEGAL FEES OCT	7,693.50	
				11120	11/17/2025	LEGAL FEES OCT	3,666.00	56,701.10
7366	12/5/2025	dix01	DIXIELINE LUMBER CO	06-0622527	11/19/2025	OPERATING SUPP CS	321.43	
	Voucher:	7366		06-0618646	10/20/2025	MAINT/REPR SUPP PW	133.66	
				06-0623360	11/26/2025	OPERATING SUPP FIRE	83.27	
				06-0618880	10/21/2025	TOOLS PW	61.57	
				06-0622207	11/18/2025	OPERATING SUPP PW	15.21	
				06-0622045	11/18/2025	OPERATING SUPP PW	8.15	
				06-0623404	11/28/2025	OPERATING SUPP CS	7.62	630.91
7367	12/5/2025	hel04	HELIX ENVIRONMENTAL PL	130988	11/13/2025	X1A CREST CNYN UG	5,136.04	5,136.04
	Voucher:	7367						
7368	12/5/2025	mik03	MIKHAIL OGAWA ENGINEER	12260	11/3/2025	SEWER PROG SUPP OCT	7,689.07	
	Voucher:	7368		12259	11/3/2025	FOG SRVCS OCT	4,517.50	
				12258	11/3/2025	DM TRASH DEVICE OCT	67.14	12,273.71
7369	12/5/2025	pac28	PACIFIC MOBILE STRUCTUF	INV-00494395	12/1/2025	MOBILE OFFICE PW DEC	249.04	249.04
	Voucher:	7369						

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7370	12/5/2025	pho01	PHOENIX GROUP INFO SYS' 1020251036	11/17/2025	ADMIN CITE SRVCS - OCT	985.09	985.09
	Voucher:	7370					
7371	12/5/2025	red04	REDFLEX TRAFFIC SYSTEM INV0112259	11/30/2025	RED LIGHT CAMERA NOV	5,441.49	5,441.49
	Voucher:	7371					
7372	12/5/2025	san12	SAN DIEGO COUNTY SHERII 11252025	11/25/2025	LAW ENF OCT	249,860.92	249,860.92
	Voucher:	7372					
7373	12/5/2025	san03	SAN DIEGO COUNTY WATEF 1025-2	11/12/2025	RAW WATER OCT	192,070.80	192,070.80
	Voucher:	7373					
7374	12/5/2025	tow05	TOWNSEND PUBLIC AFFAIR 24440	12/1/2025	LEGISLATIVE SRVCS DEC	4,500.00	4,500.00
	Voucher:	7374					
7375	12/5/2025	wex01	WEX BANK 0496-00-496745-1	11/23/2025	GAS & OIL CS NOV	904.73	904.73
	Voucher:	7375					
<b>Sub total for EFT GENERAL ACCOUNT US BANK:</b>							<b>564,229.60</b>

Bank : qusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140449	12/5/2025	adt02	ADT SECURITY SERVICES	1179750482	11/19/2025	ALARM 1658 COAST DEC/MAR	155.64	155.64
		Voucher:	140449					
140450	12/5/2025	sbc03	AT&T	9391054486	11/20/2025	TELEPHONE NOV	185.90	
		Voucher:	140450	9391026230	11/20/2025	TELEPHONE NOV	64.54	
				9391031506	11/20/2025	TELEPHONE NOV	63.33	
				9391026231	11/20/2025	TELEPHONE NOV	63.33	
				9391026228	11/20/2025	TELEPHONE NOV	32.45	409.55
140451	12/5/2025	azt02	AZTEC LANDSCAPING INC, I	J2195	11/12/2025	JANITORIAL SUPP OCT	198.16	198.16
		Voucher:	140451					
140452	12/5/2025	bab03	BABCOCK LABORATORIES,	CK50968-10666	11/18/2025	WATER TESTING	635.00	635.00
		Voucher:	140452					
140453	12/5/2025	chi03	CHICAGO TITLE COMPANY	73725003882-2	11/20/2025	CLTA POLICY PH	6,371.00	6,371.00
		Voucher:	140453					
140454	12/5/2025	com20	COMFORT SOLUTIONS GRC	1629	11/19/2025	BI-ANN HVAC MAINT PW	1,664.00	1,664.00
		Voucher:	140454					
140455	12/5/2025	del06	DEL MAR AUTOMOTIVE SER	051230	11/14/2025	VEH MAINT PW #83	555.96	555.96
		Voucher:	140455					
140456	12/5/2025	gal02	GALLS LLC	033040376	11/3/2025	UNIFORMS CS	17.00	17.00
		Voucher:	140456					
140457	12/5/2025	ats01	GARDA CL WEST LOCKBOX	10833782	12/1/2025	ARMORED SRVCS DEC	754.63	754.63
		Voucher:	140457					
140458	12/5/2025	gra02	GRAINGER	9714784213	11/17/2025	SM TOOLS/EQUIP PW	217.76	217.76
		Voucher:	140458					
140459	12/5/2025	hol18	HOLMES, ROBERT M	12012025	12/1/2025	CITATION REFUND	54.00	54.00
		Voucher:	140459					
140460	12/5/2025	nea02	NEAL ELECTRIC CORP	90051	10/28/2025	STEP LIGHTS PHCC	7,485.00	7,485.00
		Voucher:	140460					
140461	12/5/2025	nor21	NORTH COUNTY CONCRETE	3490	11/13/2025	CONCRETE SRVCS PW	375.00	375.00
		Voucher:	140461					
140462	12/5/2025	pac05	PACIFIC PIPELINE SUPPLY	S100482705.001	11/12/2025	WATER METER PARTS	543.43	
		Voucher:	140462	S100482704.001	11/13/2025	WATER METER PARTS	391.71	935.14
140463	12/5/2025	rcp01	RCP BLOCK & BRICK INC.	33500564	11/13/2025	SAND/PALLETS PW	842.78	842.78
		Voucher:	140463					
140464	12/5/2025	san138	SAN DIEGO ELEVATOR & LIF	11763	11/18/2025	QTLY ELEV MAINT PHCC	150.00	
		Voucher:	140464	11805	11/21/2025	QTLY ELEV MAINT LG NOV	150.00	300.00

Bank : qusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140465	12/5/2025	san112	SAN DIEGO HUMANE SOCIE DEC-25	12/1/2025	ANIMAL SRVCS DEC	4,388.00	4,388.00
		Voucher: 140465					
140466	12/5/2025	sco15	SCOTTY, FRANK A 11242025	11/24/2025	CITATION REFUND	86.00	86.00
		Voucher: 140466					
140467	12/5/2025	sny04	SNYDER, KELLE 11242025	11/24/2025	PHCC EVENT REFUND	800.00	800.00
		Voucher: 140467					
140468	12/5/2025	soc06	SOCAL TRUCK ACCESSORIE INV-50548	11/3/2025	FORD MAINT PW	557.32	557.32
		Voucher: 140468					
140469	12/5/2025	sup12	SUPERIOR TANK SOLUTION 3046C	11/17/2025	TANK CLEANING REPAIRS	34,200.00	
		Voucher: 140469	3047	11/17/2025	VENT HOOD RPLCMNT	4,500.00	38,700.00
140470	12/5/2025	ter01	TERMINIX INT CO LTD, PART 466141769	11/19/2025	PEST CONTROL FIRE - NOV	85.86	85.86
		Voucher: 140470					
140471	12/5/2025	uli02	ULINE 200670129	11/17/2025	OPERATING SUPP PW	365.93	365.93
		Voucher: 140471					
140472	12/5/2025	und01	UNDERGROUND SERVICE A 25-260561	9/1/2025	CA STATE FEES	67.58	67.58
		Voucher: 140472					
140473	12/5/2025	uni31	UNITED SITE SRVCS OF, CA 114-14156119	11/13/2025	PORTABLE RESTROOM - NOV	1,450.85	
		Voucher: 140473	114-14156122	11/13/2025	PORTABLE RESTROOM - NOV	565.25	
			114-14156121	11/13/2025	PORTABLE RESTROOM - NOV	265.25	2,281.35
140474	12/5/2025	ver03	VERIZON WIRELESS 570653198-00008	11/18/2025	TELEPHONE NOV	354.28	
		Voucher: 140474	570653198-00006	11/18/2025	TELEPHONE NOV	239.57	
			872374736-00004	11/18/2025	TELEPHONE NOV	226.20	
			570653198-00009	11/18/2025	TELEPHONE NOV	40.42	
			570653198-00007	11/18/2025	TELEPHONE NOV	38.01	898.48
140475	12/5/2025	cal86	VULCAN MATERIALS CO 4652913	9/30/2025	OPERATING SUPP PW	631.93	
		Voucher: 140475	4471072	9/10/2025	OPERATING SUPP PW	465.34	1,097.27
140476	12/5/2025	wax02	WAXIE'S ENTERPRISES, LLC 83645080	11/18/2025	JANITORIAL SUPPLIES	1,467.16	
		Voucher: 140476	83642066	11/17/2025	JANITORIAL SUPPLIES	1,236.27	
			83635996	11/13/2025	JANITORIAL SUPPLIES	704.32	3,407.75
140477	12/5/2025	act03	WILLIAMS SCOTSMAN INC 9025013634	11/15/2025	MOBILE OFFICE PW DEC	156.12	156.12
		Voucher: 140477					
<b>Sub total for GENERAL ACCOUNT US BANK:</b>							<b>73,862.28</b>

45 checks in this report.

Grand Total All Checks: 638,091.88





# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: December 15, 2025

SUBJECT: Construction Contract with Portillo Concrete, Inc. for Fiscal Year 2025-26  
Asphalt Roadway Repairs

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Award a \$75,000 construction contract to Portillo Concrete, Inc. (Attachment A) for Fiscal Year (FY) 2025-26 asphalt roadway repairs; and 2) Authorize the City Manager to execute the contract.

## BACKGROUND:

The City performs small area asphalt repairs every fiscal year to address safety concerns and maintain the integrity of the City's paved streets. This work restores the pavement network by focusing on repairing potholes after they emerge, repairing damage to pavement caused by the roots of nearby trees, and pavement restoration after City staff repair underground infrastructure. Separately, the City proactively budgets for larger paving projects as part of the City's annual workplan and budget setting processes.

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

## DISCUSSION/ANALYSIS:

The City maintains and regularly updates a list of future necessary pavement repairs. Enough locations have been identified that City staff recommend issuing a contract for FY 2025-26 to perform small area asphalt roadway repairs. Staff conducted a procurement process in accordance with DMMC Chapter 7.20 – Alternative Bid Procedures for Public Works Projects and negotiated a contract with Portillo Concrete,

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## City Council Action:

Inc. (Portillo) in the amount of \$75,000. Portillo is a local contractor with California license classifications A (general engineering), B (general building), and C-8 (concrete). Portillo has contracted with the City several times over the last few years and has demonstrated reliability, responsiveness, and provided excellent service and quality of work.

The scope of work and locations to be addressed as part of this contract are included in Attachment A of the construction contract with Portillo Concrete, Inc. (Attachment A).

**FISCAL IMPACT:**

The total cost of the work to be performed is \$75,000. There is no fiscal action to be taken by the Council related to this agenda item. Sufficient funds are available for the project in the FY 2025-26 Operational and Capital Budget as presented in the table below:

<b>Account #</b>	<b>Account</b>	<b>Budget</b>
20.5845.3200	Street Maintenance	\$ 60,000
44.7000.7009	TransNet (DM-01)	\$ 15,000
<b>TOTAL</b>		<b>\$ 75,000</b>

**ENVIRONMENTAL IMPACT:**

The proposed City Council action does not constitute a “project” under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. While the Council action to award a construction contract is not subject to CEQA, the asphalt roadway repair work to be completed is Categorical Exempt in accordance with CEQA Guidelines 15301(c) in that the work to be performed includes the maintenance and repair of existing facilities.

**ATTACHMENTS:**

Attachment A – Construction Contract with Portillo Concrete, Inc.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

**RECITALS**

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **FY 2025-26 Asphalt Roadway Repairs** hereinafter referred to as the “Project.”

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

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

**1. CONTRACTOR'S OBLIGATIONS.**

- 1.1 Contractor shall perform the scope of work shown in 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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

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

**2. CONTRACT AMOUNT AND SCHEDULE.**

- 2.1 **Total Amount.** Compensation to Contractor shall be provided on a time and materials basis or pre-approved negotiated price in accordance with Section 1.5 above not-to-exceed \$75,000. The Agreement allows for a 15% markup on labor, 15% markup on CALTRANS Equipment Rental Rates, and 10% markup on materials. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Contractor in advance. Contractor acknowledges that it is not guaranteed any particular amount of work. Normal processing time for payment is thirty (30) days after City's receipt of invoice.
- 2.2 Contractor agrees to complete the Work on FY 2025-26 Asphalt Roadway Repair project prior to June 30, 2026, per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice To Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

**3. TERMINATION OF CONTRACT.**

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

**4. STATUS OF THE CONTRACTOR.**

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

**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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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:

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

**11. NOTICES.**

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

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

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

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

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

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

**16. ATTACHMENTS.**

The following Contract Documents are attached hereto:

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

**17. NON-DISCRIMINATION.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

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

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

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

**20. NO WAIVER.**

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

**21. SEVERABILITY.**

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

**22. CONFLICTS BETWEEN TERMS.**

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

**23. SIGNING AUTHORITY.**

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

**ATTACHMENT A – SCOPE OF WORK**

The Contractor will review and confirm priorities at the pre-construction meeting with the City of Del Mar Public Works staff. Work will be sequenced to ensure the highest priority locations are completed first. The anticipated locations of the work are summarized in the table below.

<b>Approximate Location / Nearest Address</b>
4th Street & Camino del Mar Intersection
692 Rimini Road
1205 Rimini Road
2061 Seaview + Berm Repair
242 22 <sup>nd</sup> Street – Water Repair
490 Pine Needles – Tree Roots
1201 Cuchara – Tree Roots
1516 Luneta – Tree Roots
444 Van Dyke – Pothole Repair
27th Street alley – grind & overlay
301 Hidden Pines – uneven pavement
120 Cuchara – tree roots around bend
548 Serpentine – Sinkhole Pothole
720 Camino Del Mar
Other high priority locations, as needed

ATTACHMENT A  
**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR  
AND PORTILLO CONCRETE, INC.  
FOR FY 2025-26 ASPHALT ROADWAY REPAIRS**

**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: \_\_\_\_\_



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: December 15, 2025

SUBJECT: Approval of Encroachment Permit 25-075 – A Request to Retain Existing Unpermitted Planter Walls, Brick Columns, and Associated Improvements within the Public Right-of-Way at 1639 Luneta Drive; Applicant: 1639 LLC

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution (Attachment A) reflecting prior Council direction and making findings to approve a Long-term Major Encroachment Permit (EP) 25-075 to retain existing unpermitted encroachments within the public right-of-way adjacent to 1639 Luneta Drive.

## BACKGROUND:

On November 17, 2025, the City Council held a public hearing to consider the Applicant's request to retain the existing planter walls, brick columns with wood slab fencing, and brick paved driveway apron within the public right-of-way on the south side of the property located at 1639 Luneta Drive. The EP request was initiated by a Code Enforcement violation filed against the Applicant.

After reviewing the submitted materials included with the EP packet, staff determined that three out of the six required findings to approve the EP pursuant to Del Mar Municipal Code (DMMC) Section 23.28.070(C) could not be made. Specifically, staff could not make finding 3 which related to the encroachments not having an adverse impact on the welfare of the community, finding 5 which relates to the EP not being a detriment of the interests of the general public, and finding 6 which relates to the encroachments not converting significant area of public property to private use. Therefore, staff's recommendation was to deny the request due to the inability to make the required findings pursuant to DMMC Section 23.28.070(C).

At the hearing, the City Council unanimously determined that all six findings could be made to approve EP25-075 and directed staff to return with a revised Resolution

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City Council Action:

approving the request. The Council proposed findings have been included in the revised Resolution (Attachment A), as described in further detail below.

**DISCUSSION/ANALYSIS:**

Pursuant to DMMC Section 23.28.070, the City Council made the following findings for 3, 5, and 6 in support of the approval of EP25-075 along with staff's findings in support for 1, 2, and 4:

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

The existing planter walls and brick columns have been in place for many years and help retain soil on the property as it sits at a higher elevation than the street due to the topography of the area. City Council approval of the EP will require the removal of the smaller perpendicular wall extension as shown in Attachment B, which will remove a potential pedestrian/vehicular hazard. As a result, the issuance of the EP will not endanger public health, safety or welfare, or the surrounding property.

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

The planter walls and brick columns extend approximately 6'8" to 10' into the right-of-way due to the curve of the roadway. Prior to the Applicant's modification of the planter walls and associated encroachments, miscellaneous vegetation covered the encroachments. There is no parking on the north side of Luneta Drive including adjacent to the planter walls due to the narrow width of the roadway. As the road is only approximately 20' wide, no parking signs are posted to ensure fire apparatus and emergency vehicles can safely navigate through. Therefore, the EP will not unreasonably interfere with the intended use of the right-of-way. The EP conditions of approval will require the relocation of the existing "No Parking" sign and perpendicular wall extension (as discussed above), thereby removing encroachments that will further accommodate emergency vehicles along this segment of Luneta Drive.

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

The Applicant shall submit design plans to incorporate a rolled curb or similar design along the property frontage, subject to review and approval of the City Engineer, that addresses: 1) the removal of the existing smaller perpendicular wall installed by the Applicant; and 2) any required drainage improvements. Therefore, the issuance of the EP will not have an adverse impact on the welfare of the community. Furthermore, the City Council finds that the street frontage asphalt pavement improvements will minimally

widen the street compared to the previous condition that consisted solely of vegetation in the right-of-way, thereby improving the community appearance or aesthetics.

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

The issuance of the EP to retain the planter walls, brick columns, and associated improvements would not change the character of the community, because these encroachments have been in place for many years and are characteristic of other encroachments in the area.

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

As mentioned above in finding 3, the Applicant is required to remove the smaller perpendicular wall and submit design plans subject to the approval of the City Engineer to address the flow of stormwater and drainage onto the street, thereby eliminating a potential safety hazard that would be a detriment of the interests of the general public. In addition, the modification of the planter wall, brick columns, and wood slab fencing have created a visually appealing encroachment that provides a public benefit to the community.

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

Retaining the existing encroachments will not convert significant area of public property to private use. The modified planter walls and associated encroachments are an extension of the front yard of the property and the replacement of vegetation with asphalt paving restores public use of the area, since the brick columns and wooden rail fencing are visually more appealing and give the street more openness.

The revised Resolution approving this EP includes numerous conditions to protect the City's interests. Conditions include revocation of the permit should the City determine there is a need for that portion of the right-of-way in the future and recordation of a covenant against the deed for the property benefited by the approved EP. The recorded covenant includes the requirement for the Applicant's maintenance/responsibility of the encroachments and removal of the encroachments upon demand by the City. In addition, the EP includes conditions to remove the smaller perpendicular wall and that the Applicant work with the City to determine a viable solution for effective stormwater runoff due to the removal of the smaller perpendicular wall per City Council direction.

**FISCAL IMPACT:**

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

**ENVIRONMENTAL IMPACT:**

Pursuant to the California Environmental Quality Act (CEQA), the proposed project has been analyzed and determined to be Categorical Exempt pursuant to CEQA Guidelines Section 15301(Class 1 – Existing Facilities), in that the Project proposes retention of an existing retaining wall. Further, it has been determined that none of the six exceptions to the use of a Categorical Exemption are applicable because the project will not generate any significant environmental impacts. (See: Guidelines Section 15300.2).

**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 – Resolution Approving EP25-075
- Attachment B – Photograph of Perpendicular Wall to be Removed
- Attachment C – November 17, 2025, Agenda Report

## RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ENCROACHMENT PERMIT 25-075 TO PERMIT EXISTING PLANTER WALLS, BRICK COLUMNS, AND ASSOCIATED IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY ON THE SOUTH SIDE OF THE PROPERTY AT 1639 LUNETTA DRIVE (APN: 299-220-44-00) IN DEL MAR, CALIFORNIA

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

WHEREAS, 1639 LLC (Applicant) has filed an application for an Encroachment Permit (EP25-075) seeking approval to permit existing planter walls, brick columns, wood slab fencing, and a smaller perpendicular wall within the public right-of-way, adjacent to 1639 Luneta Drive (Project); and

WHEREAS, the property does not have an approved Encroachment Permit for the existing planter walls and associated improvements within the public right-of-way on the south side of the property; and

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

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

WHEREAS, in accordance with requirements of the California Environmental Quality Act (CEQA), this project is listed among the classes of projects determined to have less than significant adverse effect on the environment and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Class 1 – Existing Facilities in that the project proposes to permit an existing retaining wall and associated improvements; and

WHEREAS, on November 17, 2025, the City Council of the City of Del Mar held a duly noticed public hearing to review the referenced entitlements, and at which time all persons desiring to be heard were heard; and

WHEREAS, at the November 17, 2025, City Council meeting, the City Council approved the request to permit the existing encroachments and directed staff to return with an approval resolution for the encroachments; and

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

- a. Drawings developed by the Applicant;
- b. Written information submitted with the application;
- c. Agenda Report, dated November 17, 2025, and December 15, 2025, incorporated by reference as though fully set forth herein; and
- d. Additional information submitted and testimony provided during the hearing on November 17, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar that Encroachment Permit EP25-075 is hereby approved based on the following findings in DMMC Chapter 23.28.070(C):

**Findings:**

1. The existing planter walls and brick columns have been in place for many years and help retain the soil on the property as it sits at a higher elevation than the street due to the topography of the area. City Council approval of the EP will require the removal of the smaller perpendicular wall extension thereby, removing a potential pedestrian/vehicular conflict. As a result, the issuance of the EP will not endanger public health, safety or welfare, or the surrounding property.
2. The planter walls and brick columns extend approximately 6'8" to 10' into the right-of-way due to the curve of the roadway. Prior to the Applicant's modification of the planter walls and associated encroachments, miscellaneous vegetation covered the encroachments. There is no parking on the north side of Luneta Drive including adjacent to the planter walls due to the narrow width of the roadway. As the road is only approximately 20' wide, no parking signs are posted to ensure fire apparatus and emergency vehicles can safely navigate through. Therefore, the EP will not unreasonably interfere with the intended use of the right-of-way. The EP Conditions of approval will require the relocation of the existing "No Parking" sign and perpendicular wall extension, thereby removing encroachments which will further accommodate emergency vehicles along this segment of Luneta Drive.
3. The Applicant shall submit design plans to incorporate a rolled curb or similar design along the property frontage subject to review and approval of the City Engineer that addresses: 1) the removal of the existing smaller perpendicular wall installed by the Applicant; and 2) any required drainage improvements. Therefore, the issuance of the EP will not have an adverse impact on the welfare of the community. Furthermore, the City Council finds that the frontage asphalt pavement improvements provide minimally improved street width in lieu of the previous condition of vegetation, thereby improving the community appearance or aesthetics.
4. The issuance of the EP to retain the planter walls, brick columns, and associated improvements would not change the character of the community, because these encroachments have been in place for many years and are characteristic of other encroachments in the area.

5. As mentioned above in finding 3, the Applicant is required to remove the smaller perpendicular wall and submit design plans subject to the approval of the City Engineer to address the flow of stormwater and drainage onto the street therefore, eliminating a potential safety hazard that would be a detriment of the interests of the general public. In addition, the modification of the planter wall, brick columns, and wood slab fencing have created a visually appealing encroachment that provides a public benefit to the community.
6. Retaining the existing encroachments will not convert significant area of public property to private use. The modified planter walls and associated encroachments are an extension of the front yard of the property and the replacement of vegetation with asphalt paving restores public use of the area, since the brick columns and wooden rail fencing are visually more appealing and give the street more openness.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council that approval of EP25-075 shall be subject to the following conditions:

**Document Conditions:**

DC-1 *[Recordation of a Covenant]*

Within sixty (60) days of final EP approval, the applicant shall record a covenant (at the applicant's expense) against the deed for the property benefited by the approved Encroachment Permit setting forth the terms and conditions of the Permit, including the requirement for applicant's maintenance/responsibility and removal of the encroachment upon demand by the City. The covenant shall run with the land and shall be binding on future owners and assigns. The form and content of the covenant shall be to the satisfaction of the City Attorney and City Manager.

**Special Conditions:**

SP-1 *[Encroachment Permit Revocation]*

At the City's discretion, the Encroachment Permit may be revoked at any time and the property owner will be required to remove the private improvement from the City right-of-way.

SP-2 *[Removal of Smaller Perpendicular Wall]*

The Applicant is required to remove the smaller perpendicular wall extending approximately 2' beyond the parallel wall. The Applicant shall also remove, and relocate the existing, "No Parking Sign" at the discretion of the City Engineer.

SP-3 *[Design Review Permit]*

The Applicant shall obtain a design review permit and submit design plans that incorporate a rolled curb or similar design along the property frontage, subject to review and approval of the City Engineer, in order to remedy the removal of the

smaller perpendicular wall for effective stormwater runoff. The design plans shall also address on site drainage to ensure compliance with the Del Mar Municipal Code standards.

**General Encroachment Conditions:**

**GEP-2 [EP – Indemnification]**

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

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

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

- A) If an unknown underground facility is encountered, work shall cease immediately, and both the City Engineer's office, Public Works and the utility believed to own the facility shall be notified. Work shall not proceed until permission is granted by the City Engineer's office and a solution to the underground obstruction is resolved by the Engineer of Work.

**GEP-4[EP - Compliance with Conditions]**

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

**GEP-5[EP - Revocation of permit due to noncompliance with conditions]**

This permit may be revoked by the City if noncompliance is noted to the applicant and satisfactory action is not taken by the applicant or his/her agents to achieve compliance within twenty-four (24) hours of notice.

**GEP-7 [EP - Permit Expiration/Potential for Permit Extension]**

This permit and the authorization for use/work within a City right-of-way herein granted shall expire one year from the date of approval, on **December 15, 2026**. The permittee may request a single Extension of Time of an approved Encroachment

Permit by submitting a written request to the City Manager setting forth the reason that substantial work on the permit cannot be commenced by the scheduled expiration date. The City Manager shall grant the extension unless he/she determines that there has been a change in circumstances since the time of the original grant of the permit which would create an inconsistency between the proposed encroachment and the provisions of DMMC Chapter 23.28. No extension shall be granted for a period greater than one (1) year.

**GEP-9***[EP - Compliance with CAL-OSHA]*

The permittee shall obey and enforce all safety orders, rules, regulations, and recommendations of the Department of Industrial Relations of the State of California, CAL-OSHA, applicable to the work and shall comply with all applicable laws, ordinances, codes, and regulations. Any omission on the part of the City Engineer's office to specify protective measures or devices in the Encroachment Permit shall not excuse the permittee from complying with all applicable requirements of law.

**GEP-10***[EP - Timely Performance of Work]*

If any part of the work performed under an Encroachment Permit is not completed within the period indicated in either the submitted application materials or the conditions of approval of the Encroachment Permit, the City may notify the person performing the work, in writing, to complete the work within forty-eight (48) hours thereafter, legal holidays excepted. If the work is not completed within this time period, the Public Works shall have full power to perform the work, including such measures as will restore the disturbed area to a safe and passable condition until the work can be completed. The cost thereof, including any inspection and administrative overhead costs incurred by City, shall be assessed against the permittee.

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

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

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

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

**GEP-15***[EP - No Transfer in Property Interest]*

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

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

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

**GEP-20[EP – Cleanup, Backfilling and Compaction]**

Cleanup, backfilling, and Compaction shall be as follows:

- a) Cleanup After Completion - Immediately after completion of the work, the permittee shall cleanup and remove all materials, earth and debris of any kind. If the permittee fails to do so within 24 hours after having been notified to do so by the City, the work may be done by the city and the permittee charged the costs of such work. When a pole, guy-stub or similar timber is removed and not replaces, the entire length thereof shall be removed from the ground and the hole backfilled and compacted.
- b) Backfilling and compaction – Backfilling and compaction of an excavation of an evacuation shall be in accordance with the Standard Specifications for Public Works Construction (Sections 301 and 306), as well as any special standards established by the City. Backfilling shall be completed before the end of the workday. No open trenches shall be left after normal working hours.
- c) Restoration of right-of-way - upon completion of the encroachment work authorized by a permit, the permittee shall restore the right-of-way by replacing, repairing or rebuilding it in accordance with the specifications or any specific requirements, but not less than to its original condition before the encroachment work was commences. The permittee shall remove all obstructions, materials, and debris upon the right-of-way and shall do any other work necessary to restore the right-of-way to a safe and usable condition, as directed by the City. When the excavation occurs within an area already paved, the city may make the necessary restoration. The permittee can be notified or can respond to notification; the City may make the necessary restoration. The permittee shall reimburse the City in accordance with the costs of such work. All work shall be in accordance with City standards and Public work Standard Specifications for Construction (Green Book Section 302 and 306.).

**GEP-22[EP – Construction Staging Area]**

Proposed locations of construction staging areas shall be approved by the City. Any construction staging area proposed outside of the public right-of-way shall be disallowed unless the Permittee has secured the prior written approval of the owner.

Resolution 2025-XX  
Page 7 of 8

**Public Works Conditions:**

PW-1 *[Notification prior to and after Completion of Work]*

The applicant agrees to notify the Public Works representative at least forty-eight (48) hours in advance of time when work authorized in this permit will be started. Applicant shall state the EP number, original date of approval and a short description of the work. Additionally, upon completion of the work, the applicant agrees to immediately notify the Public Works *representative* of such completion. Any improvement or modification of the right-of-way shall be subject to inspection and approval of work from the Public Works representative. The permittee shall be responsible for contacting Guillermo Landoni with MBI at [guillermo.landoni@mbakerintl.com](mailto:guillermo.landoni@mbakerintl.com).

PW-17 *[Public Works Inspection]*

Permittee shall schedule inspections with the Public Works, through MBI at [guillermo.landoni@mbakerintl.com](mailto:guillermo.landoni@mbakerintl.com) at least 24 hours prior to need as follows:

- a. Sidewalk, Driveway, Curb and Gutter and other Concrete Work Pre-pour and Final
- b. Street Excavation T-Cut and Final
- c. Sewer Lateral Capping during Demolition and New Lateral Connection to Main
- d. Water- Cross Connection Inspection prior to final.
- e. All Other Encroachment Activity Final

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, State of California, at a Regular Meeting held on the 15<sup>th</sup> day of December 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

**APPROVED AS TO FORM:**

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Leslie E. Devaney, City Attorney  
City of Del Mar

Resolution 2025-XX  
Page 8 of 8

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 15<sup>th</sup> day of December 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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





# City of Del Mar Agenda Report

**TO:** Honorable Mayor and City Councilmembers

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

**DATE:** November 17, 2025

**SUBJECT:** Encroachment Permit EP25-075 – A Request to Retain Existing Unpermitted Planter Walls, Brick Columns, and Associated Improvements within the Public Right-of-Way at 1639 Luneta Drive

Applicant: 1639 LLC

**REQUESTED ACTION/RECOMMENDATION:**

Staff recommends the City Council adopt the attached Resolution (Attachment A) denying a Long-term Major Encroachment Permit (EP) 25-075 to retain the existing unpermitted planter walls and brick columns with wood slab fencing on the east and west sides of the property located at 1639 Luneta Drive that are located within the public right-of-way based on non-compliance with the Del Mar Municipal Code (DMMC) and City Council Policy 110 (Private Encroachments into City Rights-of-Way).

**BACKGROUND:**

On June 4, 2025, Code Enforcement Case No. CE25-097 was opened due to the construction of improvements on the property located at 1639 Luneta Drive without required City authorizations. In reviewing the case, staff observed that an existing planter wall and brick columns with wood slab fencing on the southwest and southeast sides of the property encroaches approximately 6'8" to 10' into the public right-of-way (ROW). Staff found no record that the encroachments were authorized by the City. To remedy the code violation and come into compliance with City regulations, the property owner (Applicant) must apply for an EP to retain the existing unpermitted walls and brick columns or remove the unpermitted encroachments from the public right-of-way. Additionally, the Applicant must obtain an Administrative Design Review Permit for the proposed improvements per DMMC 23.08.035(A)(2).

The property at 1639 Luneta Drive contains a single unit residence with driveway access from Luneta Drive. The surrounding properties are also developed with single-unit residences. This portion of Luneta Drive has a gradual downhill slope from the east to the

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**City Council Action:**

west, and the dedicated right-of-way is approximately 32 feet in width. However, the paved street is only approximately 20 - 22 feet wide.

The Applicant has submitted an EP application to retain the unpermitted walls, brick columns, wood slab fence, and to authorize newly installed brick pavers within the driveway apron. As shown in the plans in Attachment B, the planter wall on the west side of the driveway apron extends approximately 10 feet into the right-of-way including the smaller wall perpendicular to Luneta Drive. The entire wall structure runs for approximately 28 feet along Luneta Drive. This wall and brick column varies from 3"-5" to 8' in height due to the gradual slope of the right-of-way. In addition, it appears that this wall was modified throughout the construction process without obtaining permits when comparing images of the property history using Google street view. Photographs of the existing wall and prior conditions are included as Attachment C and a vicinity map depicting where the site is located is included as Attachment D.

The wall on the east side of the driveway apron is approximately 9' in length and extends approximately 6' 8" inches into the right-of-way. This wall varies from 6" -10" in height due to the gradual slope of the right-of-way. Previously, the walls along Luneta Drive had miscellaneous vegetation that covered the encroachments as shown in the November 2020 Google street image in Attachment C. However, this vegetation was removed, and it appears that the planter walls, brick columns, and wood slab fence were modified and refinished as part of the unpermitted improvements occurring at the property. The new planter walls appear to be at a higher elevation and encroach further out into the public right-of-way than shown in prior street view images.

#### DISCUSSION/ANALYSIS:

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

#### **Required Findings**

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

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

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

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

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

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

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

Staff has determined that findings 1, 2, and 4 could be made to allow the existing encroachments. However, retaining the low wall on the west side of the driveway that is perpendicular to Luneta Drive presents a public safety issue because that portion of the wall is a trip hazard. This hazard is present because the perpendicular wall extends beyond the wall that runs parallel to Luneta Drive where members of the public are likely to traverse. Therefore, it may have an adverse impact on the welfare of the community. Accordingly, Finding 3 that states *...will not have an adverse impact on the welfare of the community*, cannot be made.

Moreover, retaining the existing encroachments will convert significant area of public property to private use. As mentioned above, the planter wall and brick columns with wood slab fencing encroach approximately 6'8" to 10' into the public right-of-way. While no parking is allowed on the north side of Luneta Drive, the planter walls reduce the potential width of the street by approximately 12'. Should the City need to widen the street in the future, the encroaching walls would inhibit the widening of the street to the detriment of public interest. For this reason, Finding 5 that states *...will not be to the detriment of the interests of the general public*, cannot be made. Further, given the significant structural nature and appearance of the walls and columns, these improvements give the impression that the area behind the walls is private property. Therefore, Finding 6 that states *...will not convert significant area of public property to private use*, also cannot be made.

Finally, allowing the existing planter walls and associated encroachments to remain would be inconsistent with City Council Policy 110 (Attachment E), which states "Encroachments that would result in an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property will not be authorized unless the City Council makes a finding that the proposed encroachment will result in a public benefit to the Community." The existing planter walls would result in a permanent fixture that would be difficult to remove if the City exercises

its right to modify the use of the area subject to the EP. Therefore, allowing these unpermitted encroachments to remain is inconsistent with Council Policy 110.

Given the unpermitted encroachments' non-compliance with findings required by DMMC Chapter 23.28 and with City Council Policy 110, staff recommends that the EP be denied.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

- Attachment A – Resolution Denying EP25-075
- Attachment B – Plans
- Attachment C – Photographs of Encroachments
- Attachment D – Vicinity Map
- Attachment E – City Council Policy 110

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, DENYING ENCROACHMENT PERMIT 25-075 REQUESTING TO RETAIN EXISTING PLANTER WALLS, BRICK COLUMNS, AND ASSOCIATED IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY ON THE SOUTH SIDE OF THE PROPERTY AT 1639 LUNETA DRIVE (APN: 299-220-44-00) IN DEL MAR, CALIFORNIA

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

WHEREAS, 1639 LLC, (Applicant) have filed an application for an Encroachment Permit (EP25-075) seeking approval to retain existing planter walls, brick columns, and wood slab fencing within the public right-of-way (Project); and

WHEREAS, on June 4, 2025, Code Enforcement Case No. CE25-097 was opened due to the construction of improvements on the property located at 1639 Luneta Drive without required City authorizations; and

WHEREAS, the property does not have an approved Encroachment Permit for the existing planter walls, brick columns, and wood slab fencing within the right-of-way on the south side of the property; and

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

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

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

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

WHEREAS, on November 17, 2025, the City Council of the City of Del Mar held a duly noticed public hearing to review the referenced entitlements, and at which time all persons desiring to be heard were heard; and

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

- a. Plans developed by the Applicant;
- b. Written information submitted with the application;
- c. Agenda Report, dated November 17, 2025, incorporated by reference as though fully set forth herein; and
- d. Additional information submitted, and testimony provided during the hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar that Encroachment Permit EP25-075 is hereby denied based on the following findings in DMMC Section 23.28.070 (C):

1. DMMC Section 23.28.070(C) requires the City Council to make all six findings in this section, which include 23.28.070(C)(3), *“That the issuance of the EP will not have an adverse impact on the welfare of the community or on the community’s appearance or aesthetics”*, 23.28.070(C)(5), *“That the issuance of the EP will not be a detriment of the interests of the general public”*, 23.28.070(C)(6), *“The proposed Encroachment will not convert significant area of public property to private use.”* The smaller wall on the west side of the driveway that is perpendicular to Luneta Drive, presents a potential safety issue in the form of a trip hazard and therefore does not meet DMMC 23.28.070(C)(3). This perpendicular wall extends beyond the parallel wall and may have an adverse impact on the welfare of the community and, therefore, Finding 3 cannot be made. Moreover, retaining the existing encroachments will convert significant area of public property to private use. The planter walls, brick columns, and wood slab fence encroach between approximately 6’8” and 10’ into the public right-of-way. While no parking is allowed on the north side of Luneta Drive, the planter walls reduce the potential width of the street by approximately 12’. Should the City need to widen the street in the future, the encroaching walls would be a limiting factor and would inhibit the widening of the street to the detriment of the public interest. For this reason, finding 5 cannot be made. Further, given the structural nature of the walls and columns, the improvements would give the impression that the area behind the walls is private property and, therefore, Finding 6 cannot be made.
2. Allowing the existing planters walls to remain would be inconsistent with City Council Policy 110 (Attachment E), which states *“Encroachments that would result in an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property will not be authorized unless the City Council makes a finding that the proposed encroachment will result in a public benefit to the Community”* these planters appear as private in nature and may impede the public’s use of this area.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council that EP25-075 is denied.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, State of California, at a Regular Meeting held on the 17<sup>th</sup> day of November 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

RECUSE:

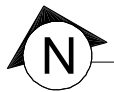
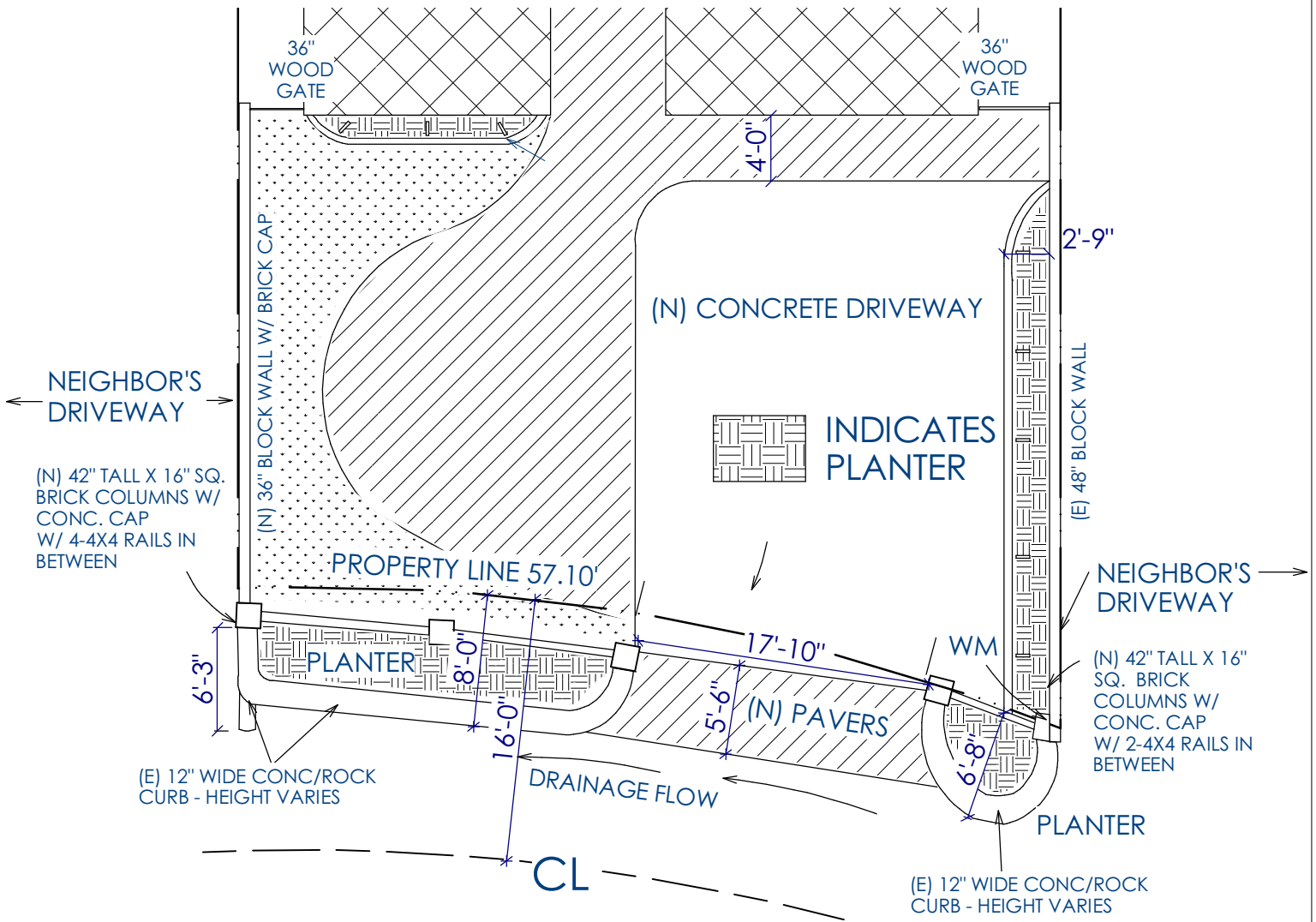
ABSENT:

ABSTAIN:

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

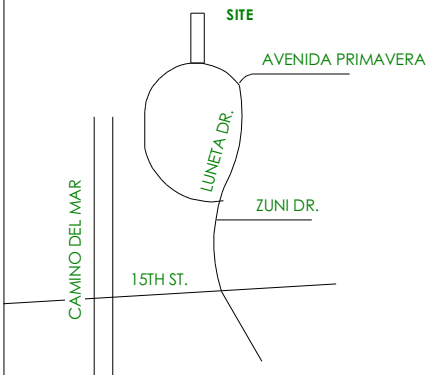
# 1639 LUNETA DR.



## ENCROACHMENT PLAN

SCALE: 1"=10'- 0"

### VICINITY MAP



OWNERS:  
1639 LLC  
1639 LUNETA DR.  
DEL MAR CA 92014

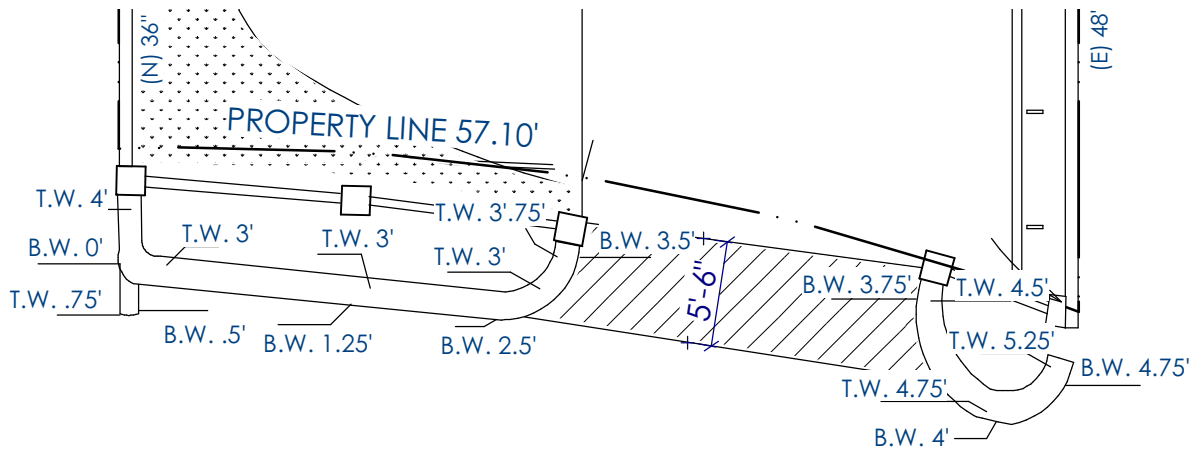
PLANS PREPARED BY:  
ALEX FAULKNER  
1717 S. NEVADA ST.  
OCEANSIDE CA, 92054  
760-809-8772  
alexfdesigns@gmail.com

PROJECT DESCRIPTION:  
OBTAIN AN ENCROACHMENT PERMIT FOR PREVIOUSLY BUILT RAISED PLANTERS AND PAVER STRIP.

# ALEX FAULKNER DESIGNS

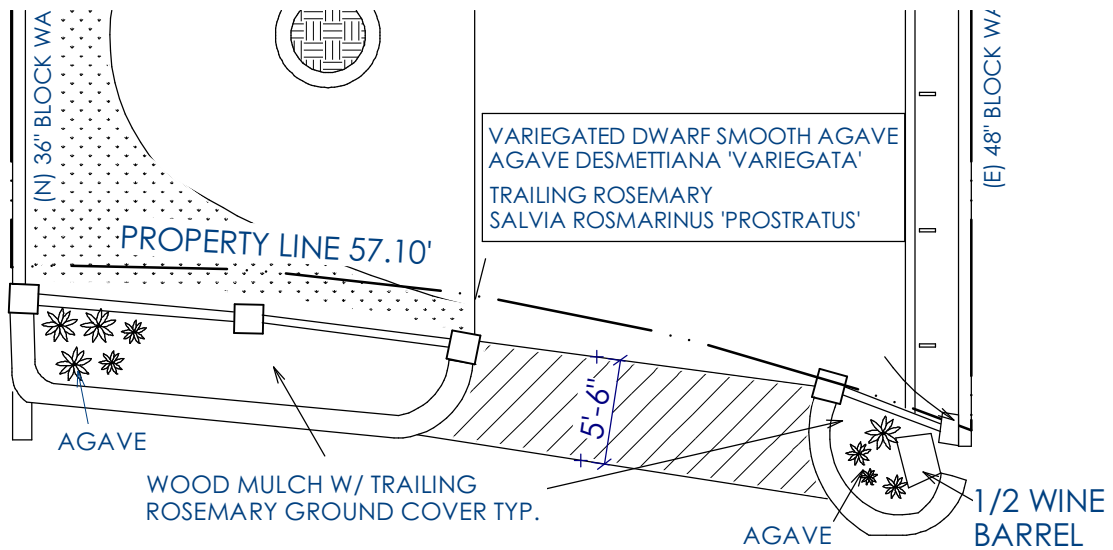
1717 S. NEVADA ST. OCEANSIDE, CA 92054

# 1639 LUNETTA DR.



## WALL ELEVATION PLAN

SCALE: 1"=10'-0"



PLANTS WILL BE WATERED W/ GARDEN HOSE



## PLANTING PLAN

SCALE: 1"=10'-0"







1639 Luneta Dr  
Del Mar, California  
Google Street View  
Nov 2020 See latest data



November 2020 Google Street View

# 1639 Luneta Dr. Vicinity Map



1" = 98 ft

11/07/2025



This map may represent a visual display of related geographic information. Data provided here is not a guarantee of actual field conditions. To ensure complete accuracy, please contact the responsible staff for the most up-to-date information.



CITY OF DEL MAR
CITY COUNCIL POLICY BOOK

Table with 4 columns: Item number (110), Title (PRIVATE ENCROACHMENTS INTO CITY RIGHTS-OF-WAY), Date Adopted (10/19/15), By Resolution (2015-67), and Pages (1 OF 2).

POLICY

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

Appropriate Uses of City Rights-of-Way or Easements

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

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

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



## CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>110</b>	<b>PRIVATE ENCROACHMENTS INTO CITY RIGHTS- OF-WAY</b>	<b>DATE ADOPTED:</b>	10/19/15
		<b>BY RESOLUTION:</b>	2015-67
		<b>PAGES:</b>	2 OF 2

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

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

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



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: December 15, 2025

SUBJECT: Approval of an Agreement with Tyler Technologies for ERP Pro Software as a Service

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a Software as a Service (SaaS) Agreement between the City of Del Mar and Tyler Technologies, Inc. (Attachment A) for the implementation of a new Enterprise Resource Planning system; and 2) Authorize the City Manager to negotiate and execute the final Agreement, in consultation with the City Attorney, and any subsequent amendments provided for under the Agreement contingent upon satisfactory performance by the vendor.

## BACKGROUND:

An Enterprise Resource Planning (ERP) system is an integrated software system that helps organizations automate and manage core business processes for optimal performance. An ERP solution serves as the vital financial information system used to record and manage all financial records and minimize risk by improving financial controls and compliance with regulatory requirements, and government accounting and audit standards. An integrated ERP system offers a comprehensive solution to help organizations manage day-to-day administrative activities, such as accounting, procurement, utility billing, budgeting, cashiering, payroll, financial reporting, and human resources.

The City's current financial information system Eden was implemented in Fiscal Year 2000. Eden is a product by Tyler Technologies, Inc. (Tyler) and is used by the City for multiple functions including budgeting, general ledger, payroll, accounts receivable, accounts payable, utility billing, purchase orders, and finance reporting. Eden is scheduled to sunset in March 2027 and will no longer be supported or maintained by Tyler. After this time, the City will no longer receive updates for required reports, compatibility with new client and server operating systems, security patches, or support, which could increase operational risks and security vulnerabilities associated with operating outdated or end-of-life software.

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## City Council Action:

Additionally, Eden has become outdated in its functional capabilities making this is a good time and a prudent decision for the City to replace its current financial software with a more robust ERP system that will help improve efficiency and streamline internal and external business processes. During the last twenty years, the functionality and technological advances in various ERP solutions available on the market have grown exponentially. The implementation of a new ERP system will reduce manual data entry, streamline workflows, improve reporting, integrate multiple software products into a single system, and reduce the City's reliance on paper. The new ERP system will also enhance public services through an integrated customer portal for online utility billing and a mobile utility service request application for Public Works. It also includes an employee self-service module for managing payroll and benefits, as well as a comprehensive Work Order and Asset Management system to track maintenance of City assets such as water and sewer infrastructure and facilities.

DISCUSSION/ANALYSIS:

In November 2024 the City issued a Request for Proposals (RFP) 2024-09 soliciting proposals from qualified software vendors, systems integrators, and implementation partners to provide rights to use an ERP system and provide related implementation and support services for the City. The goal of the RFP process was to identify a new integrated ERP solution at a reasonable cost that would allow the City to benefit from a modern system that is designed around best practices, allowing the City to streamline business processes that result in timely, accurate, and easy-to-access information, and improve community services.

The City received eight proposals which were subsequently evaluated by staff based on several criteria, including but not limited to: technical competence, responsiveness to the RFP, clarity and organization of the proposal, and cost. A series of meetings and demonstrations were conducted with the top firms and subject matter expert staff to further appraise the proposals, costs, modules, capabilities, and functionality of each ERP solution.

Based on a diligent review of the top proposals, series of interviews and demonstrations, and references received from other client agencies, staff is recommending that the City enter into an agreement with Tyler Technologies for their ERP Pro Software for an initial three-year period, with an option to extend the agreement for an additional two-year period. The total cost of the proposed contract includes \$129,478 in one-time costs and \$91,063 in annual recurring costs, starting in FY2025-26. Thereafter, annual maintenance and support costs would increase by 5% per year for two additional years (years 4 and 5).

Tyler has a long history of providing quality technology solutions to the public sector. They implement their own projects to provide better service to their customers at a much lower cost, and to identify best practices of the public sector to their customers. Tyler is also known for their "Evergreen Development" philosophy through which they will provide all future enhancements including platform changes to the Tyler solution to the City as part

of its annual maintenance agreement without additional re-licensing fees. The company has partnered with Amazon Web Services (AWS) for their SaaS and hosted solutions providing a simple way to access servers, storage, databases, and a broad set of applications services over the internet.

Additionally, Tyler administers modifications by solution product and not by client. This means existing clients on annual maintenance benefit from product improvements enhancing functionality initiated by new clients. Another key advantage of continuing a partnership with Tyler is their experience with data conversion, specifically from the Tyler Eden system the City currently uses. The decision to upgrade from one solution to another from the same company is both cost-effective and beneficial to the City since data conversion from a legacy system to a new ERP system can be the most time-critical element of the project implementation plan.

To give the City time and flexibility to negotiate favorable terms, it is recommended that the City Council authorize the City Manager to continue negotiating a final agreement with Tyler Technologies, in consultation with the City's expert consultant from the Government Finance Officers Association (GFOA) and the City Attorney. The final agreement will be substantively similar to the version presented in this agenda report and will be executed by December 31, 2025, in order to take advantage of current year pricing.

**FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this agenda item. The total cost of the Tyler Technologies ERP Pro Software as a Service agreement for the initial three-year agreement term is approximately \$402,667. This amount includes initial one-time costs along with recurring annual costs. Sufficient funds, \$200,000 in each year, for the cost of this agreement are available in the adopted Fiscal Year 2025-2026 and 2026-2027 Operating and Capital Budget.

**ENVIRONMENTAL IMPACT:**

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

**NEXUS TO COUNCIL GOALS AND PRIORITIES:**

Implementation of a new ERP system is a Tier II Special Project on the Fiscal Year 2025-2026 Council list of Goals and Priorities.

**ATTACHMENTS:**

Attachment A – ERP Pro Software as a Service Agreement with Tyler Technologies



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. (Tyler) and City of Del Mar (Client).

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means Tyler's business travel policy. Tyler's current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the City of Del Mar (City), California, and any of its component units or other entities for which it provides administrative services.
- **“Data”** means Client's data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for the Client's Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to Tyler's responses to the Client's Functional Requirements attached to this Agreement as Exhibit F, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler's then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Deliverable”** means the project documents identified in the Statement of Work (Exhibit E) and produced for Client.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both Client's and Tyler's authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an

Order Form, the Effective Date is the date Client's authorized representative signed the Order Form.

- **"Force Majeure"** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Client or Tyler.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services"** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary and Statement of Work (SOW).
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of Tyler's normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of Tyler's current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how Tyler's professional services will be provided to implement the Tyler Software and outlining Client's and Tyler's roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all Tyler's customers who have a right to use the Tyler Software. Tyler's current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

## SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler will notify Client and provide an opportunity to, and reasonably cooperate with you to identify opportunities to, reduce usage to contracted limits for Defined Users or Storage Capacity so as not to incur additional charges, or amend the Agreement to increase those limits. Any fees for additional Defined Users or Storage Capacity will be applicable going forward and not applied retroactively. Tyler reserves the right to charge Client additional fees commensurate with the overage(s), which shall be agreed upon in an amendment signed by both parties. Tyler agrees that the Tyler Software included in the Agreement as of the Effective Date contain no limit for Defined Users. Client acknowledges that Tyler has no obligation to ship copies of the Tyler Software as part of the SaaS Services. Client's right to use the SaaS Services applies to releases provided as part of Tyler's Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
  - 2.1. Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 2.2. The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.
  - 2.3. To the extent any Deliverable is created by Tyler under this Agreement, you may modify the Deliverable for your internal purposes only, with the express acknowledgment that such modifications shall not be considered a derivative work and shall not give you any right to Tyler's intellectual property contained in the Deliverable.
3. Data.
  - 3.1. Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to fulfill Tyler's obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services.
  - 3.2. Client expressly grants to Tyler a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce Client's Data to provide services pursuant to this Agreement. Additionally, Client agrees that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
  - 3.3. Tyler's access to and use of Client's Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of Tyler's Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
  - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

3.5. Any data center hosting Client's Data will be located in the United States.

4. Restrictions.

4.1. Client may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, Client may disclose and allow use of, with Tyler's written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party Client consults with regarding the implementation or use of the Tyler Software and SaaS Services. Client must ensure that any such third-party's use is subject to the terms of this Agreement, and Client acknowledges and agrees that Client is liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as Client is timely paying for SaaS Services. The foregoing notwithstanding, Client acknowledges that the scope of audit coverage varies depending on the specific Tyler Software solution. Tyler will provide Client with a summary of Tyler's current compliance report(s) or its equivalent, upon Client's request. For the avoidance of doubt, if Tyler's SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If Client wants Tyler to provide Tyler's compliance reports to a third-party auditor or similar entity, Tyler reserves the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to Client according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Client's Data will be inaccessible to Tyler's other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. Tyler tests Tyler's disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure,

Tyler reserves the right to employ Tyler's disaster recovery plan for resumption of the SaaS Services. In that event, Tyler commits to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of Client's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which Client's access to the Tyler Software must be restored. If Tyler employs Tyler's disaster recovery plan, Tyler will be responsible for restoring Client's Data and ensuring that the SaaS Services are online, and Client will be responsible for validating Client's Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* Tyler provides secure Data transmission paths between Client's devices and the data center used to provide SaaS Services to Client. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of Tyler's network and systems (hosted or otherwise) are prohibited. Where applicable with respect to Tyler's applications that take or process card payment data, Tyler complies with applicable requirements of PCI DSS. Tyler agrees to supply the then-current status of Tyler's PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in Tyler's status, Tyler will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary and further defined in the Statement of Work.
2. Professional Services Fees. Client agrees to pay Tyler the services fees in the amounts set forth in the Investment Summary. Tyler will bill Client the actual fees incurred based on the in-scope services defined in the Statement of Work and provided to Client, up to the maximum amounts set forth in the Investment Summary. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on Tyler's understanding of the specifications Client supplied. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the Agreement without mutual written consent of the parties.
4. Cancellation. If Client cancels services less than four (4) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (i) daily fees associated with cancelled

professional services if Tyler is unable to reassign Tyler's personnel and (ii) any non-refundable travel expenses already incurred by Tyler on Client's behalf. For the avoidance of doubt, if Tyler receives credits for expenses paid, and Tyler has invoiced and Client has paid for those expenses pursuant to this provision, Tyler will apply those credits to the Client's project. Tyler will make all reasonable efforts to reassign personnel, including pursuing options for remote work in the event Client cancels within four (4) weeks of scheduled commitments.

5. Services Warranty. Tyler warrants that Tyler will (a) perform services in a professional, workmanlike manner, consistent with industry standards, (b) perform the services in a manner that complies with all applicable State and Federal laws and regulations (c) staff the project with a sufficient number of resources with skills and resources to perform services in accordance with the requirements of this Agreement; and (d) perform services consistent with achieving the agreed-upon functional requirements in the Statement of Work or other plans or specifications approved by Tyler and the Client in any approved Deliverables. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.
6. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with reasonable access to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.
7. Background Checks. All of Tyler's employees undergo criminal background checks prior to hire. All employees sign Tyler's confidentiality agreement and security policies.
8. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. Client certifies that Client will use reasonable efforts to cooperate with Tyler and make Client's resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, Client will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. Tyler will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by Client to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
  - 9.1. For the duration of this Agreement, consistent with the terms set forth in Tyler's then-current Support Call Process, Tyler will:
    - 9.1.1. perform Tyler's maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
    - 9.1.2. provide telephone support during Tyler's established support hours as indicated in Tyler's then-current Support Call Process;
    - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;

- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Client's use of Tyler Software or SaaS Services requires that Client remains current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Tyler's warranty and support commitments are contingent upon Client using a supported version of the Tyler Software. Tyler may require Client to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. Tyler will use all reasonable efforts to perform support services remotely. Tyler reserves the right to use secure third-party connectivity tools to deliver maintenance and support services. Tyler also reserves the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. Client agrees to reasonably cooperate with Tyler in providing access to Client's environments and Data for the purposes of providing maintenance and support services and acknowledge that Tyler's warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to Client's Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside Tyler's normal business hours as listed in Tyler's then-current Support Call Process. No services beyond those listed in the Investment Summary will be added to the Agreement without mutual written consent of the parties. Should the Client request these services listed in this Section, fees for the services are subject to Client's review and negotiation.
10. Tyler Software Acceptance. The Client will use the following acceptance process for the Milestone 6 "Close Stage Acceptance" , as defined in the SOW (Exhibit E) and reflected in Exhibit B, to verify that the assumptions of the Stage have been met: Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System from completion of the last stage in a live production environment for and report documented Defects. If there are no Defects reported during the Test Period the Client shall grant "Project Closure." (The parties agree and understand that this Project Closure Test Period is not intended to replace testing that will occur throughout the course of the implementation, and the parties agree not to delay standard testing to the Test Period.) If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure.

## SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. Tyler will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Client's rights under this Agreement may include rights to certain Third-Party Software. Tyler certifies that Tyler has acquired the right to provide the Third-Party Software to Client. Client's rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 Tyler is authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. Client will receive free and clear title to the Third-Party Hardware Client purchases upon Client's payment in full of the purchase price.
  - 3.3 Client acknowledges that Tyler is not the manufacturer of Third-Party Products. Tyler does not warrant or guarantee the performance of the Third-Party Products. However, Tyler grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If Client has purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following the date the SaaS environment is made available to Client (i.e., the SaaS environment is made accessible with a login provided to Client). Upon expiration of the initial term, this Agreement may be renewed for successive one (1) year renewal terms at Tyler's then-current SaaS Fees; provided, however, that the SaaS Fees for renewal year 1 (i.e., SaaS year 4) and renewal year 2 (i.e., SaaS year 5) shall be as set forth in Exhibit B. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated by Client as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. Failure to Pay Fees. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of fees. Tyler may terminate this Agreement if Client does not cure

a failure to pay within sixty (60) days of Tyler's notice to Client that Client has overdue payments.

- 2.2. *For Cause*. If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section G(2). Client may terminate this Agreement for cause after following the procedures set forth in Section G(2).
- 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. *For Convenience*. Client may elect to terminate for convenience without payment of early termination fees if Actual Attainment, as defined in the SLA, is below 98.5% in three (3) or more months in any six (6) month period.
- 2.5. *Lack of Appropriations*. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.6. *Return of Data*. In the event of termination of the Agreement for any reason, and upon reasonable advance notice, Tyler shall promptly make all Data available to Client in the format of the database or other such format as may be mutually agreed upon, Such Data will be provided at no additional cost.

## **SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1. Tyler will defend Client against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- 1.2. Tyler's obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at Tyler's option, either:
  - 1.3.1. procure the right to continue its use;
  - 1.3.2. modify it to make it non-infringing; or
  - 1.3.3. replace it with a functional equivalent.Tyler may elect to employ these remedies in advance of litigation if Tyler receives information concerning an infringement or misappropriation claim.
- 1.4. This section provides Client's exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1. Tyler will indemnify and hold harmless Client and Client's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to

tangible property, all to the extent caused by Tyler's negligence or willful misconduct; or (ii) Tyler's violation of law applicable to Tyler's performance under this Agreement. Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2. To the extent permitted by applicable law, Client will indemnify and hold harmless Tyler and Tyler's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by Client's negligence or willful misconduct; or (ii) Client's violation of a law applicable to Client's performance under this Agreement. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Insurance.** Tyler shall procure and maintain for the duration of the Agreement the following insurance. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A-" and "VIII" and are admitted to do business in the State of California.

6.1. Tyler's liabilities, including but not limited to Tyler's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein.

- 6.2. **Types and Amounts Required.** Tyler shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:
- 6.2.1. **Commercial General Liability (CGL)** on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and \$2,000,000 general aggregate. All defense costs shall be outside the limits of the policy.
  - 6.2.2. **Commercial Automobile Liability.** For all of Tyler's automobiles including owned, hired and non-owned automobiles, automobile insurance with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Insurance certificate shall reflect coverage for any automobile (any auto).
  - 6.2.3. **Workers' Compensation.** For all of Tyler's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. Tyler shall provide an endorsement indicating that the insurer waives the right of subrogation against Client and its respective elected officials, officers, employees, and agents for claims that arise out of or relate to the Agreement and are between Tyler and Client, except to the extent the damage or injury is caused by Client.
  - 6.2.4. **Technology Professional Liability Errors & Omissions (inclusive of Cyber Liability).** Insurance appropriate to Tyler’s profession and work hereunder, with limits not less than **\$2,000,000** per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Tyler in this agreement and shall include, but not be limited to, claims involving security breach, data recovery, business interruption, cyber extortion, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- 6.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of Tyler.
- 6.4. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:
- 6.4.1. Client, its officers, officials, and employees shall be named as additional insureds for claims caused, in whole or in part, by Tyler as respects the Agreement. Client's Additional Insured status must be reflected by way of a blanket additional insured endorsement form which shall be submitted to Client.
  - 6.4.2. The policies are primary and non-contributory to any insurance that may be carried by Client for claims that are caused, in whole or in part, by Tyler as respects the Agreement, as reflected by way of a blanket endorsement which shall be submitted to Client.
- 6.5. **Verification of Coverage.** Tyler shall furnish Client with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received by Client before work commences.

## SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
  - 2.1. *Notice.* Client agrees to provide Tyler with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to Tyler's performance under this Agreement.
  - 2.2. *Invoice Issues.*
    - 2.2.1. If the issue relates to an invoice, Client's notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) Client is requesting of Tyler.
    - 2.2.2. Tyler will provide a response to Client's notice that (i) supports the validity of the invoice as issued by Tyler; (ii) adjusts the invoice; or (iii) describes Tyler's plan to address the issues identified in Client's notice.
    - 2.2.3. Client agrees to pay all undisputed fees by the due date. Client acknowledges that Client forfeits Client's right to dispute **any** existing outstanding fees under this Agreement when Client fails to pay undisputed fees within sixty (60) days of Tyler's notice that the fees are overdue.
    - 2.2.4. In addition to any other remedies available to Tyler under this Agreement or law for non-payment, Tyler reserves the right to recover from Client Tyler's reasonable costs of collection associated with Client's failure to timely pay amounts due under this Agreement.
    - 2.2.5. TYLER RESERVES THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING TYLER'S NOTICE OF INTENT TO DO SO.
  - 2.3. *Dispute Resolution.* Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert the parties' respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Tyler from seeking necessary injunctive relief during the dispute resolution procedures. Any dispute resolution will comply with Section G(18) of this Agreement as it relates to Governing Law; dispute-resolution discussions may occur via remote means, such as remote-meeting technology.
  - 2.4 During the pendency of a dispute between the parties pursuant to Section G(2) of this Agreement, Tyler will not interrupt or suspend or terminate the provision of Services to the Client or perform any action that prevents, impedes, or reduces in any way the provision of

Services or the Client's ability to conduct its activities, unless authority to do so is granted by the Client or conferred by a court of competent jurisdiction or the nature of the dispute makes progress of the Services infeasible. Client will also continue to perform under this Agreement during the pendency of a dispute between the parties pursuant to Section G(2) of this Agreement unless the nature of the dispute makes performance infeasible.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities, and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement.
4. Nondiscrimination. Tyler will not discriminate against any employee or applicant in Tyler's employment practices or the performance of Tyler's duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. Tyler use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. Tyler will not subcontract any Professional Services specifically for this Agreement without Client's prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.
8. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of Client and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders

submitted by Client, if any, are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. Client agrees that Tyler may identify Client by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event Client receives an open records or other similar applicable request, Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.
18. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California, without regard to its rules on conflicts of law. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the state or federal courts located in or serving the County of San Diego, California.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, Tyler reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Client's use of certain Tyler solutions includes Tyler's Data & Insights data platform. Client's rights, and the rights of any of Client's end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, Client certifies that Client has reviewed, understands, and agrees to said terms.
22. Audit of Records; Records Retention. On no less than one (1) week's advance written notice, during normal business hours and no more than once annually, the Tyler shall make available to a representative of Client for examination all of its books and records directly related to this Agreement and shall permit Client to audit, examine, and/or reproduce such records. Unless otherwise agreed, the location of the records will be the Tyler office servicing the contract. The audit will not include access to Tyler's personnel records, or conditions of employment. Tyler shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.
23. Conflict of Interest. Tyler shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Tyler shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before Client in which Tyler has a financial interest as defined in Government Code § 87103. Tyler represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for Client.

24. Compliance with Laws. Tyler shall comply with all state and federal laws, ordinances, and regulations applicable to Tyler’s performance of this Agreement. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date. Should laws applicable to Tyler’s performance under the Agreement change after the Effective Date, Tyler reserves the right to seek a change order for the additional work, time, or cost that may be required to comply with the new law or regulation.

25. Contract Documents. This Agreement includes the following exhibits:

**Migration Terms Addendum**

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work
- Exhibit F** Submittal Attachment A (Key Functional and Technical Requirements) to Tyler’s January 31, 2025 Proposal, submitted in response to Client’s RFP 2024-09 (Incorporated by reference only; Tyler’s responses in the “Availability” and “Comments” columns are confidential and proprietary information of Tyler).

26. ThinPrint and DocOrigin. The parties acknowledge that Tyler’s independent licenses for the third party software, ThinPrint and DocOrigin, are hereby extended to the Client for use with the applicable Tyler Software. The parties further acknowledge that any issue or dispute related primarily to the licensed Tyler Software will be resolved in accordance with the terms of this Agreement, including but not limited to the software warranty set forth in Section B(5), and not the terms of the ThinPrint or DocOrigin End User License Agreements attached hereto at Exhibit D. The costs associated with the ThinPrint and DocOrigin software, to the extent applicable to this Agreement, are accounted for in the fees quoted in Exhibit A and not subject to additional fees.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Del Mar, California

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of Del Mar  
1050 Camino Del Mar  
Del Mar, CA 92014-2698  
Attention: \_\_\_\_\_



## Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which Tyler will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to Client (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Client’s payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by Client’s payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** When Tyler makes Tyler Software identified in the Investment Summary (Tyler SaaS) (the “Evergreen Modules”) and licensed pursuant to this Agreement available to the Client for use in live production (Go-Live), the license to the Migration Modules will be restricted to read-only access, and all of Tyler’s obligations, including without limitation warranty, maintenance, support, and update obligations, for such software terminates.
4. **Credit for Prepaid Fees for Migration Modules.** In the event Client prepaid annual maintenance or SaaS fees for Migration Modules for any time during Client’s annual SaaS Term for Client’s Replacement Modules, Tyler will credit that prepayment to Client’s account. This credit may be applied towards any future purchases from Tyler under the Agreement.

## **Exhibit A**

### **Investment Summary**

The Investment Summary details the products and services to be delivered by Tyler, or a third party, as applicable, to Client under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*[Sales quotation to be inserted prior to Agreement execution.]*

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**Sales Quotation For:**  
 DEL MAR, CITY OF  
 ATTN: MONICA MOLINA, FINANCE  
 MANAGER  
 DEL MAR CA 92014-0000  
 Monica Molina  
 +1 (858) 704-3641  
 mmolina@delmar.ca.us

**Shipping Address**  
 City of Del Mar  
 1050 Camino del Mar  
  
 del Mar CA 92014-2698

Quoted By Brandon Swanson  
 Quote Expiration 12/31/25  
 Quote Name Eden to ERP Pro 10 w/  
 SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>ERP Pro</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
AP Automation Capture with Disbursements	\$ 3,600	\$ 0	\$ 3,600
Core Financials	\$ 18,001	\$ 3,600	\$ 14,401
Contracts Management	\$ 0	\$ 0	\$ 0
Fixed Assets	\$ 3,151	\$ 0	\$ 3,151
Grants Management	\$ 1,800	\$ 0	\$ 1,800
Human Resources Management (Includes Position Budgeting)	\$ 11,571	\$ 2,314	\$ 9,257
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 4,202	\$ 0	\$ 4,202
Purchasing	\$ 5,602	\$ 1,120	\$ 4,482
Accounts Receivable Access	\$ 900	\$ 0	\$ 900
Accounts Receivable	\$ 4,598	\$ 920	\$ 3,678

<b>Tyler Annual Software – SaaS</b>			
Description	List Price	Discount	Annual
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Utility Billing Water/Gas	\$ 14,786	\$ 2,957	\$ 11,829
Cashiering	\$ 4,244	\$ 849	\$ 3,395
Utility Access	\$ 3,120	\$ 0	\$ 3,120
Service Orders Mobile	\$ 965	\$ 97	\$ 868
<b>Tyler One</b>			
<b>Identity</b>			
Workforce Managed	\$ 7,000	\$ 0	\$ 7,000
<b>Asset Management Pro</b>			
Asset Management	\$ 2,172	\$ 0	\$ 2,172
Work Orders	\$ 4,344	\$ 0	\$ 4,344
GIS	\$ 2,172	\$ 0	\$ 2,172
Collaborator Access	\$ 0	\$ 0	\$ 0
<b>Time &amp; Attendance</b>			
Time & Attendance	\$ 4,143	\$ 829	\$ 3,314
<b>Content Manager Suite</b>			
Content Manager Core	\$ 6,430	\$ 0	\$ 6,430
<b>TOTAL:</b>	<b>\$ 102,801</b>	<b>\$ 12,686</b>	<b>\$ 90,115</b>
<b>Term # of Years:</b>	<b>3</b>		

<b>Tyler Fees per Transaction</b>	
Description	Net Unit Price
<b>ERP Pro</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
AP Automation Disbursements	\$ 0.00
<b>ERP Pro 10 Customer Relationship Management Suite</b>	

Tyler Fees per Transaction	
Description	Net Unit Price
Interactive Voice Response	\$ 1.25
Utility Access Transactions	\$ 2.00
<b>Tyler One</b>	
<b>Notify</b>	
Notifications for Utilities	\$ 0.10

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
<b>Tyler One</b>				
<b>Time &amp; Attendance</b>				
Touchscreen 7 : No Reader	5	\$ 1,895	\$ 9,475	\$ 948
<b>TOTAL:</b>			<b>\$ 9,475</b>	<b>\$ 948</b>

Services		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	440	\$ 55,200
Data Conversion Services		\$ 14,000
<b>ERP Pro 10 Customer Relationship Management Suite</b>		
Professional Services	234	\$ 28,230
Data Conversion Services		\$ 6,500
<b>Asst Management Pro</b>		
Asset Management	1	\$ 726
GIS	1	\$ 726
Project Management	1	\$ 1,500

Work Orders	1	\$ 1,321
Time & Attendance		
Professional Services	50	\$ 6,000
Content Manager Suite		
Professional Services	40	\$ 5,800
<b>TOTAL:</b>		<b>\$ 120,003</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 90,115
Total Third Party Hardware, Software, Services	\$ 9,475	\$ 948
Total Tyler Services	\$ 120,003	
<b>Summary Total</b>	<b>\$ 129,478</b>	<b>\$ 91,063</b>
<b>Contract Total</b>	<b>\$ 220,541</b>	



**Comments**

Eden applications migrating to ERP Pro 10:

- Accounts Payable
- Accounts Receivable
- Budget Prep
- Cashiering
- General Ledger
- Payroll
- Position Budgeting
- Purchasing
- Time & Attendance (ExecuTime)
- Utility Billing

The terms and details of Exhibit E SOW will supersede anything in the Comments which may conflict.

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

**Cashiering**

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

**Core Financials**

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures, Tyler U.

**Utility Billing Water/Gas**

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

**Workforce Managed**

Tyler's Workforce Managed solution is designed to utilize Client's Active Directory ("Active Directory"), if available. If you choose to no longer use Active Directory or Workforce Managed, Tyler may charge additional costs, such as costs associated with configuring to

Clients OIDC or SAML compliant Identity Provider. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity that occurs pursuant to Client and its representatives' passwords, its account or Active Directory, and (c) notifying Tyler of any unauthorized access to its account.

**Accounts Receivable Access**

Note that the customer pays \$1.25 fee per transaction for payment on-line. Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

**Utility Access**

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

**AP Automation Capture with Disbursements**

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access. Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law.

**Interactive Voice Response**

Interactive Voice Response Solution for Utility Access-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

**Notifications for Utilities**

Notifications for Utility Access include Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.

**Utility Access Transactions**

Utility Access Transactions: Note that the customer pays a fee per transaction for payment on-line.

**Human Resources Management / Payroll Data Conversion**

Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.

**Financial Management Data Conversion**

Financial Management conversion includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

**Accounts Receivable Data Conversion**

Accounts Receivable conversions include master files (contacts properties)

**Utilities Data Conversion**

Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

**Content Manager Core**

Core includes Onboarding

**AP Automation Disbursements**

Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at <https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use>



## Exhibit B Invoicing and Payment Terms

Tyler will provide Client with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** Tyler will invoice Client for the applicable software and services in the Investment Summary as set forth below. Client’s rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Client’s annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, Client’s annual SaaS fees will be at Tyler’s then-current rates; provided, however, that the SaaS Fees for renewal year 1 (i.e., SaaS year 4) and renewal year 2 (i.e., SaaS year 5) shall be subject to a year-over-year increase of 5%, as reflected in the table below in this Exhibit.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Client’s annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, Client’s annual fees will be at Tyler’s then-current rates.

SaaS Year	Annual SaaS Fees plus annual hardware maintenance*
Year 1	\$91,063
Year 2	\$91,063
Year 3	\$91,063
Year 4 (5% increase applied to both SaaS Fees and annual hardware maintenance)	\$95,616
Year 5 (5% increase applied to both SaaS Fees and annual hardware maintenance)	\$100,397

\* SaaS invoicing and annual hardware maintenance invoicing may be on different timelines; annual hardware maintenance might not align with the SaaS year. Please see section 3.2 of this Exhibit B for annual hardware maintenance invoicing terms.



2. Tyler Services. Tyler will invoice Client for Professional Services on a milestone basis. Tyler will invoice Client for the milestone amount set forth below upon completion and acceptance of the associated services in accordance with the Agreement and/or SOW. In the event services are split between multiple phases in the SOW, completion of the milestone requires completion of all phases.

Milestone	Project Stage	Milestone Amt
1	Stage 1 - Initiate & Plan	\$30,002
2	Stage 2 - Assess & Define	\$24,001
3	Stage 3 - Prepare Solution	\$18,000
4	Stage 4 - Production Readiness	\$30,000
5	Stage 5 - Production	\$12,000
6	Stage 6 - Close	\$6,000
<b>Total:</b>		<b>\$120,003</b>

- **Milestone 1: Initiate & Plan**
  - Formally launch the project.
  - Establish project governance.
  - Define and communicate governance for Tyler.
  - Identify City project team.
  - Stakeholder meeting complete.
  - Project portal made available to Del Mar by Tyler
  - Implementation Schedule confirmed/approved
  - Tyler University 101 Curriculum completed by key leaders, department heads
  - Completion of all Deliverables (Project Management Plan & Initial Project Schedule) included in Initiate and Plan Stage and Del Mar acceptance of Stage 1
  
- **Milestone 2: Assess & Define**
  - Documentation of future state decisions and configuration options to support future state decisions.
  - Solution Orientation is delivered.
  - Conversion data extracts are received by Tyler.
  - Data conversion plan built.
  
- **Milestone 3: Prepare Solution**
  - Software is configured and licensed software is installed.
  - Conversion iterations and reviews complete.
  - Solution validation test plan has been reviewed and updated if needed.



- **Milestone 4: Production Readiness**
  - All Stage 4 deliverables accepted.
    - Solution Validation Report.
    - Update Go-Live Plan and/or Checklist.
    - End User Training.
  - Go-Live planning session conducted.
- **Milestone 5: Production**
  - Converted data is available in production environment.
  - Go-Live activities defined in the Go-Live action plan completed.
  - Introduction to Support teams completed
  - Client services support document provided.
- **Milestone 6 : Close**
  - Post Project Report.
  - Completed report indicating all Project deliverables and milestones have been completed.

### 3. Hardware & Third-Party Products.

- 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof; provided, however, that the annual hardware maintenance fees for years 4 and 5 will be subject to a year-over-year increase of 5%, as reflected in the table above in this Exhibit.
- 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to Client for download.
- 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to Client for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days. Client may incur up to \$3,000.00 per year in transaction fees for the transactions identified in Exhibit A as of the Effective Date. Client will take commercially reasonable efforts to avoid exceeding that amount before amending the Agreement to increase that amount. When the amount incurred in any given year begins to approach \$3,000.00, the parties will use commercially reasonable efforts to increase the ceiling, but if they cannot, either party may, on ten (10) days' advance written notice to the other, terminate the services from which transaction fees result. Tyler reserves the right to require Client to remit payment to Tyler for any transaction fees incurred in excess of the \$3,000.00 and this paragraph shall not be construed to prevent such payment.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with Tyler's then-current Business Travel Policy.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler's electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that Client has requested Tyler to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Client's Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the Support Call Process. Client will receive a support case number.

b. Tyler's Responsibilities

When Tyler's support team receives a call from Client that Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). Tyler will also work with Client to resume normal operations.

c. Client Relief

Tyler's targeted Attainment Goal is 100%. Client may be entitled to credits as indicated in the Client Relief Schedule found below. Client's relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, Client must submit a request through one of the channels listed in Tyler's Support Call Process within fifteen (15) days of the end of the applicable month. Tyler will respond to Client's relief request within thirty (30) days of receipt.

The total credits confirmed by Tyler will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Tyler of Tyler's obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

Tyler performs Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, Tyler will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.





## Exhibit D Third-Party Terms

DocOrigin Terms. Client's use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, Client agrees that Client has read, understood, and agrees to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, Client agrees that Client has read, understood, and agrees to such terms.

Twilio Acceptable Use Policy. Client's use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Client's rights, and the rights of any of Client's end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, Client certifies that Client has reviewed, understands, and agrees to said terms. Tyler hereby disclaims any and all liability related to Client's or Client's end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

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**Exhibit E**  
**Statement of Work**

*[Statement of Work to be inserted prior to Agreement execution.]*

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# City of Del Mar

## SOW from Tyler Technologies, Inc.

12/4/2025

Presented to:  
Monica Molina  
1050 Camino Del Mar  
Del Mar, CA 92014

Contact:  
Brandon Swanson  
Email: [Brandon.Swanson@TylerTech.com](mailto:Brandon.Swanson@TylerTech.com)  
5519 53rd St., Lubbock, TX 79414

# Table of Contents

<b>PART 1: EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>1. Project Overview .....</b>	<b>1</b>
1.1 Intentionally omitted .....	1
1.2 Project Goals .....	1
1.3 Methodology.....	1
<b>PART 2: PROJECT FOUNDATION .....</b>	<b>3</b>
<b>2. Project Governance .....</b>	<b>3</b>
<b>3. Project Scope Control .....</b>	<b>4</b>
3.1 Managing Scope and Project Change .....	4
3.2 Change Control .....	4
3.3 Change Request Management.....	4
<b>4. Acceptance Process .....</b>	<b>6</b>
<b>5. Roles and Responsibilities.....</b>	<b>6</b>
5.1 Tyler Roles & Responsibilities .....	6
5.1.1 Tyler Executive Manager.....	7
5.1.2 Tyler Implementation Manager .....	7
5.1.3 Tyler Project Manager.....	7
5.1.4 Tyler Implementation Consultant .....	8
5.1.5 Tyler Sales .....	8
5.1.6 Tyler Technical Services .....	8
5.2 City Roles & Responsibilities .....	9
5.2.1 City Executive Sponsor .....	9
5.2.2 City Steering Committee .....	9
5.2.3 City Project Manager .....	9
5.2.4 City Functional Leads .....	11
5.2.5 City Power Users .....	11
5.2.6 City End Users .....	12
5.2.7 City Technical Lead.....	12
5.2.8 City Change Management Lead .....	12
<b>PART 3: PROJECT PLAN.....</b>	<b>13</b>
<b>6. Project Stages.....</b>	<b>13</b>
6.1 Initiate and Plan .....	14
6.1.1 Initial Coordination .....	14
6.1.2 Project/Phase Planning .....	15
6.1.3 Infrastructure Planning .....	16



6.1.4	Stakeholder Meeting.....	17
6.1.5	This work package is not applicable.....	18
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	18
6.2	Assess & Define.....	18
6.2.1	Solution Orientation.....	18
6.2.2	Current & Future State Analysis.....	19
6.2.3	This work package is not applicable.....	20
6.2.4	Data Assessment.....	20
6.2.5	Conversion Assessment.....	22
6.2.6	Control Point 2: Assess & Define Stage Acceptance.....	23
6.3	Prepare Solution.....	23
6.3.1	Initial System Deployment.....	23
6.3.2	Configuration.....	24
6.3.3	Process Refinement.....	25
6.3.4	Conversion Delivery.....	27
6.3.5	This work package is not applicable.....	28
6.3.6	Control Point 3: Prepare Solution Stage Acceptance.....	28
6.4	Production Readiness.....	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness.....	30
6.4.3	End User Training.....	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	32
6.5	Production.....	32
6.5.1	Go-Live.....	32
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	34
6.5.4	Control Point 5: Production Stage Acceptance.....	35
6.6	Close.....	36
6.6.1	Phase Closeout.....	36
6.6.2	Project Closeout.....	37
6.6.3	Control Point 6: Close Stage Acceptance.....	38
<b>7.</b>	<b>General Assumptions.....</b>	<b>38</b>
7.1	Project.....	38
7.2	Intentionally omitted.....	39
7.3	Resources and Scheduling.....	39
7.4	Data.....	39
7.5	Facilities.....	40
<b>8.</b>	<b>Glossary.....</b>	<b>41</b>
<b>PART 4:</b>	<b>APPENDICES.....</b>	<b>44</b>
<b>9.</b>	<b>Conversion.....</b>	<b>44</b>
9.1	Content Manager Conversion Summary.....	44
9.1.1	Content Manager – Standard.....	44



9.2	ERP Pro Utility Billing Conversion Summary .....	44
9.2.1	Utility Billing - Standard .....	44
9.2.2	Utility Billing – Legacy/Historical Views .....	44
9.3	ERP Pro Financials Conversion Summary .....	44
9.3.1	General Ledger .....	44
9.3.2	Accounts Payable .....	45
9.3.3	Personnel Management.....	45
<b>10.</b>	<b>Additional Appendices .....</b>	<b>46</b>
10.1	This work package is not applicable.....	46
<b>11.</b>	<b>Project Timeline.....</b>	<b>47</b>
11.1	ERP Pro Financial Management Timeline .....	47
11.2	ERP Pro Utility Billing Timeline.....	48
11.3	MyGov Timeline .....	48
11.4	This work package is not applicable.....	48



# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Intentionally omitted

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



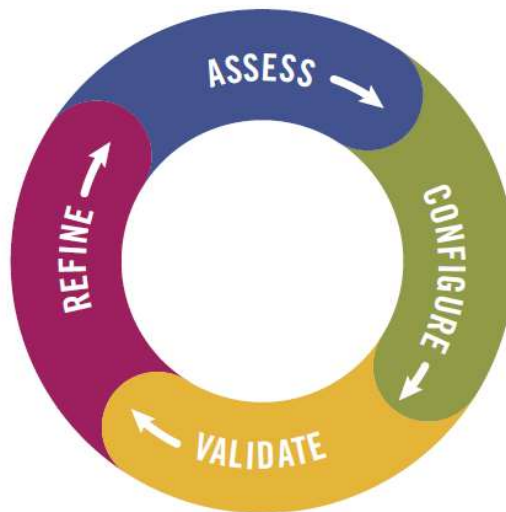
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



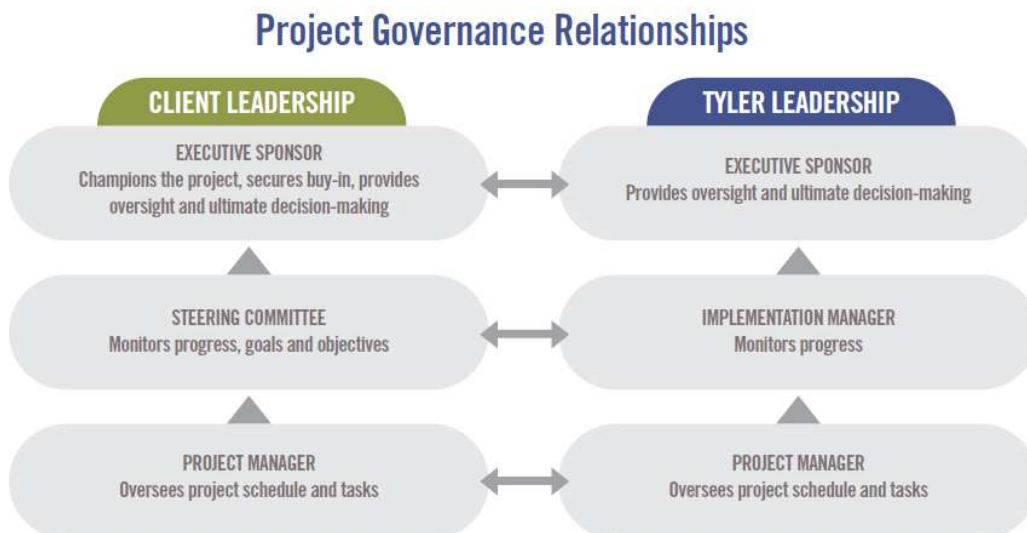
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

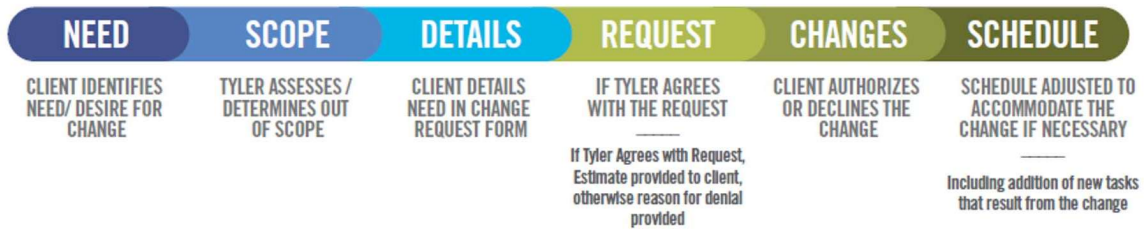
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

Tyler and the City will use Deliverables identified in this SOW to document key decisions, specifications, plans, scripts, status reports, configuration options, city business process, or Tyler recommendations. Tyler will be responsible for preparing all Deliverables identified in the SOW consistent with standard professional norms for document production including proper formatting, grammar, and graphics. In addition, all Deliverables will represent Tyler professional expertise in advising the City in configuration of Tyler software to meet the City's functional requirements.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point at no additional cost. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



## 5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles and Tyler will provide guidance to the City on the appropriate time commitments and expectations for each role during the project. In the event multiple roles are listed for completing a task, the City may elect to have one resource cover multiple roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

### 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make



decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.



- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.



- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

## 5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

## 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

## 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs	Working initial project documents
	Project portal

Deliverables	None

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

<b>STAGE 1</b>	<b>Project/Phase Planning</b>																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Deliverables	Project Management Plan
	Project Operational Plan
	Initial Project Schedule

**Work package assumptions:**

- City has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City is responsible for the installation, setup and maintenance of all peripheral devices.

**Objectives:**

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						



Inputs	Initial Infrastructure Requirements
Outputs / Deliverables	Completed Infrastructure Requirements

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan
Outputs / Deliverables	Stakeholder Meeting Presentation

**Work package assumptions:**



- None

### 6.1.5 This work package is not applicable.

### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

#### Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I		I	I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

<b>STAGE 2</b>	<b>Current &amp; Future State Analysis</b>	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables	
	Documentation that describes future-state decisions and configuration options to support future-state decisions.

**Work package assumptions:**

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

**6.2.3 This work package is not applicable.**

**6.2.4 Data Assessment**

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.



**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C					I	C			C			I
Review and Scrub Source Data			I	I	I					A	R			C			I
Build/Update Data Conversion Plan			R	C	C					C	I	I	I				I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables	
	Data Conversion Plan built/updated (if applicable)

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



## 6.2.5 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables	Data Conversion Plan built/updated
------------------------	------------------------------------

### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



## 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

### Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	
	Licensed Software is Installed on the Server(s)
	Licensed Software is Installed on City Devices (if applicable)
	Installation Checklist/System Document

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

<b>STAGE 3</b>	<b>Configuration</b>	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables	Configured System
------------------------	-------------------

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

**6.3.3 Process Refinement**

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	
	Updated solution validation test plan
	Completed City-specific process documentation (completed by City)

**Work package assumptions:**

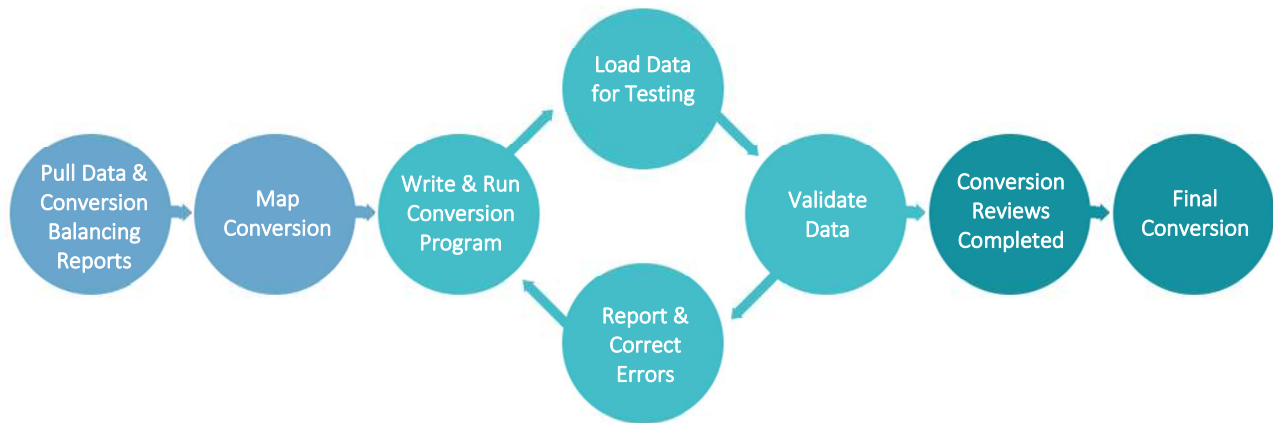
- None



### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



#### Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			



Iterations: Conversion Development			A	C	R													I
Iterations: Deliver converted data			A		R													I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R			C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables	
	Code Mapping Complete / Validated
	Conversion Iterations / Reviews Complete

**Work package assumptions:**

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

**6.3.5 This work package is not applicable.**

**6.3.6 Control Point 3: Prepare Solution Stage Acceptance**

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.



## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	
	Solution Validation Report

#### Work package assumptions:

- Designated testing environment has been established.



- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Notes
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

### Work package assumptions:



- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Notes
	End User Training	City signoff that training was delivered

#### Work package assumptions:



- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

##### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

##### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

##### Objectives:

- Execute day to day processing in Tyler software.



- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Notes
	Data is available in production environment	City confirms data is available in production environment

**Work package assumptions:**

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.



## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables	
	Client Services Support Document

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

### Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Notes
	Post Project Report	



### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.  
Tyler will provide written agendas for all schedule meetings that identify meeting purpose, topics, expected participants, and any applicable technology considerations or prerequisites.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.



## 7.2 Intentionally omitted

## 7.3 Resources and Scheduling

- City and Tyler resources will participate in scheduled activities as assigned in the Project Schedule.
- Tyler will clearly identify and the City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 Content Manager Conversion Summary

#### 9.1.1 Content Manager – Standard

- Up to 100,000 records
- Up to 50 document type(s)
- All visible fields configured for Tyler Content Manager Enterprise installations or the standard fields that exist for Tyler Content Manager Core installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from Single System

### 9.2 ERP Pro Utility Billing Conversion Summary

#### 9.2.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

#### 9.2.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City can be converted by Tyler into historical views

### 9.3 ERP Pro Financials Conversion Summary

#### 9.3.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for



producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

### 9.3.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

### 9.3.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



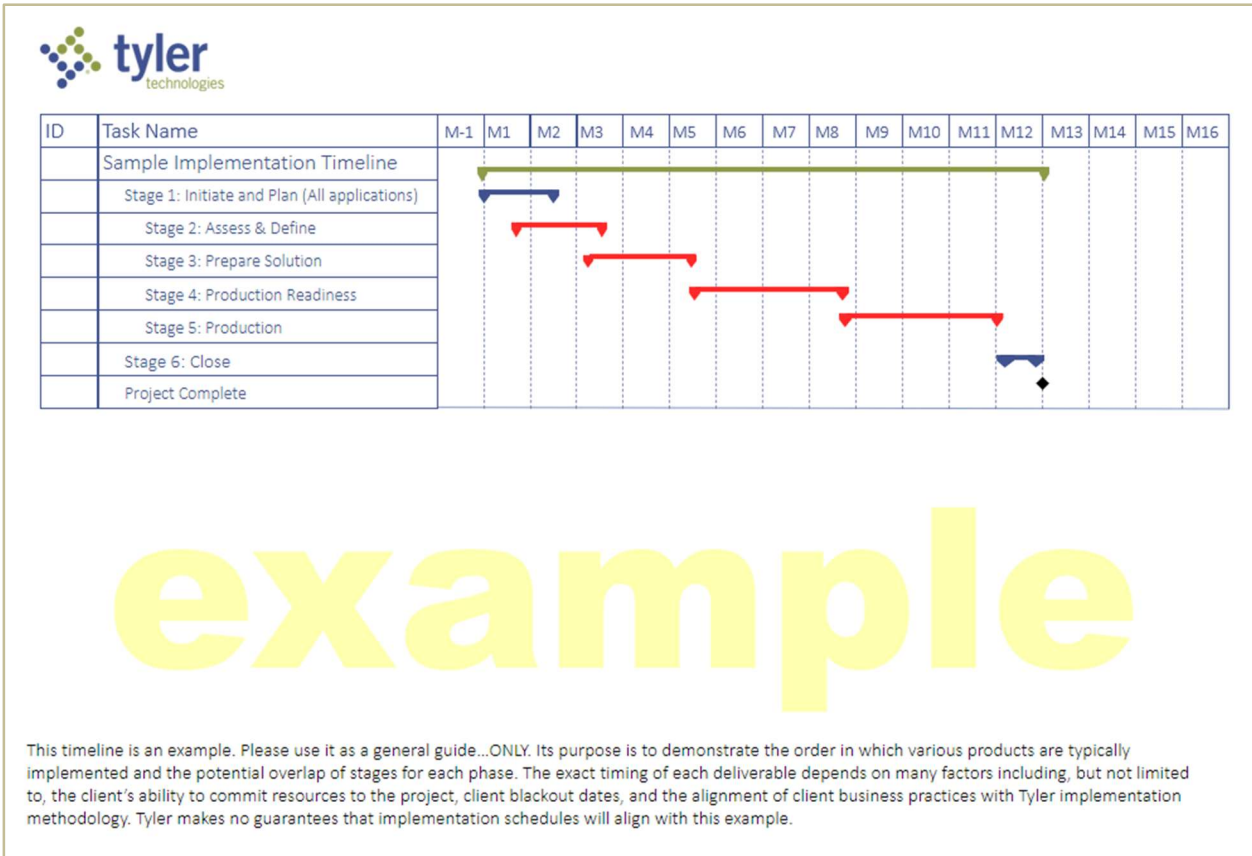
## 10. Additional Appendices

10.1 This work package is not applicable.

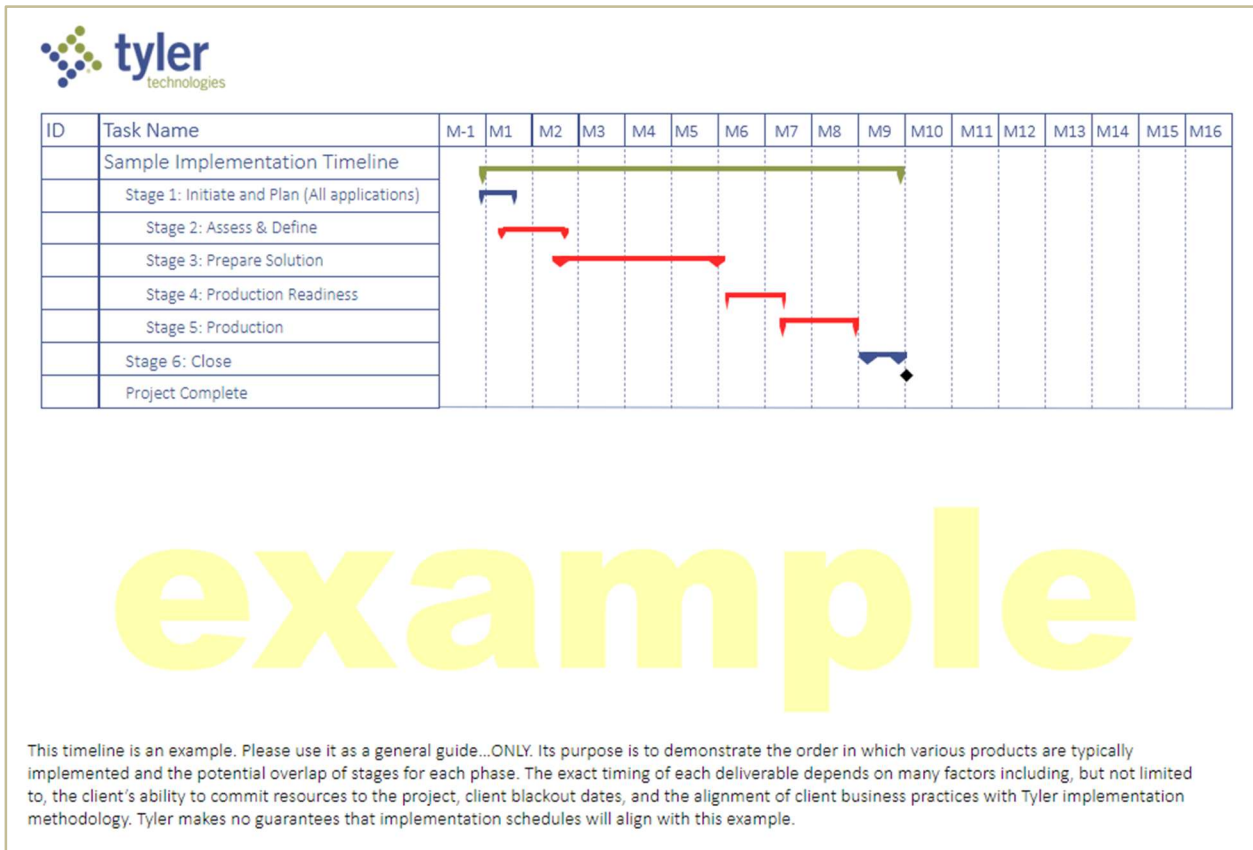


# 11. Project Timeline

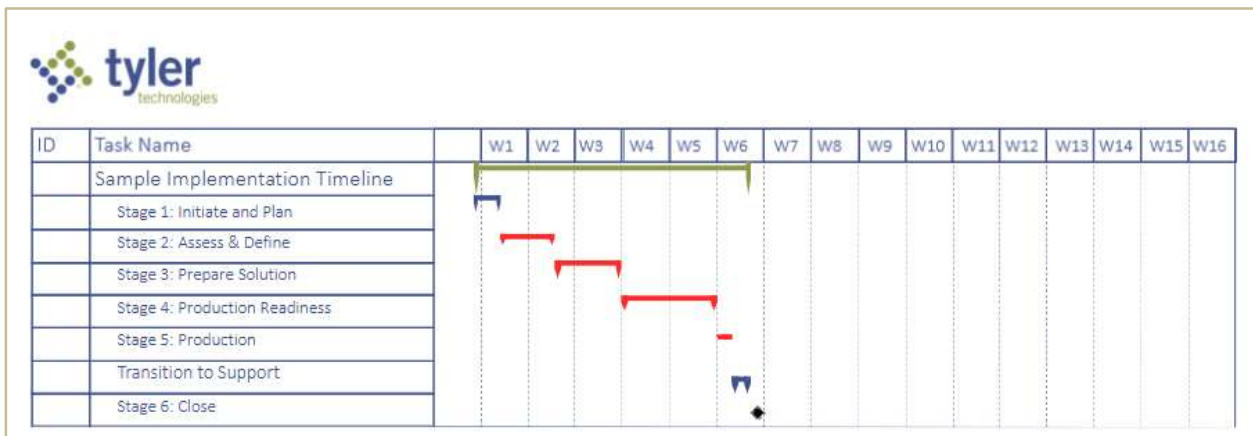
## 11.1 ERP Pro Financial Management Timeline



## 11.2 ERP Pro Utility Billing Timeline



## 11.3 MyGov Timeline



## 11.4 This work package is not applicable.





**Exhibit F**  
**Submittal Attachment A (Key Functional and Technical Requirements)**

Incorporated by reference.

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# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Martin Boyd, Principal Engineer  
Joe Bride, Public Works Director  
Via Ashley Jones, City Manager

DATE: December 15, 2025

SUBJECT: Approval of Emergency Funding for Storm Drain and Roadway Repair along San Dieguito Drive

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve \$131,000 in emergency funding for construction and inspection services for the emergency work related to the Emergency Storm Drain and Roadway Repair along San Dieguito Drive; 2) Ratify any prior authorization by the City Manager to facilitate the emergency repairs; and 3) Authorize the City Manager to execute any documents necessary to complete the work.

## DISCUSSION/ANALYSIS:

Over the weekend of November 15-16, 2025, a storm drain and roadway failure occurred at the intersection of San Dieguito Drive and Racetrack View Drive due to a significant rain event. An existing 18-inch corrugated metal storm water pipe (CMP) and the storm drain inlet on the north side failed, damaging the roadway subgrade and compromising both the roadway and the underlying sewer pipeline. Continued failure of the storm drain system or roadway could result in a sanitary sewer overflow, public injury, or vehicle damage. Public Works responded by blocking off a portion of the westbound lane, placing sandbags to stabilize the area, and filling the void beneath the roadway with one-sack slurry fill to help prevent further collapse until permanent emergency repairs are implemented.

Staff worked with Michael Baker International (MBI), one of the City's as-needed civil engineers, and TC Construction to identify an emergency solution to the storm drain and roadway failure. TC Construction is the City's current contractor for the Crest Canyon (X1A) undergrounding project, and they specialize in these types of repairs. Additionally, the emergency work falls within their existing project area.

The emergency repair includes replacing the existing 18-inch CMP storm drain with modern reinforced concrete pipe (RCP), reconstructing the storm drain inlet and outlet structures on the north and southeast sides with concrete structures, protecting the sewer main, reinstallation of the guardrail, and reconstruction of the roadway subgrade and

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## City Council Action:

embankment. TC Construction has recently completed other successful emergency repairs for the City and is already mobilized on-site for the undergrounding project. These repairs will restore the storm drain system and roadway to safe conditions. TC Construction was authorized on December 8, 2025, to proceed with the emergency repairs with construction planned for this week.

Approximately half of this work was originally included in the scope of work for the San Dieguito Drive Improvements Project, which was bid out as an alternate bid item for the Crest Canyon (X1A) undergrounding project but not awarded. Staff will revise those drawings and remove this portion of work from that project, which will lower the price to complete the San Dieguito Drive Improvements in the future.

The Planning and Community Development Department reviewed the extent of the emergency repairs and determined it is consistent with Del Mar Municipal Code Section 30.75.200.I and the Coastal Development Permit and associated entitlements for the San Dieguito Drive project (CDP24-024/CUP24-004/DRB24-004/LC24-006/TRP24-012).

Section 7.04.090A of the Del Mar Municipal Code provides an exemption from the City’s normal bidding process to address these types of emergency repairs. Staff negotiated a lump sum price of \$109,280 for the emergency construction with TC Construction. Furthermore, staff is allocating \$21,170 for inspection services and contingency. The estimated emergency repair costs are summarized below:

Emergency Construction Services (TC Construction)	\$109,280
Inspection and Contingency	\$21,720
<b>Total estimated costs as of 12/15/25</b>	<b>\$131,000</b>

**FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this agenda item. The total estimated cost for these emergency repair services is \$131,000. Sufficient funding is already appropriated within the Storm Drain Improvements Project (55.7000.7045) in the adopted Fiscal Year 2025-2026 Operating and Capital Budget.

**ENVIRONMENTAL IMPACT:**

In accordance with the California Environmental Quality Act (CEQA) Guidelines Sections 21080(b)(4) and 15269(b)), the proposed emergency repair work is Statutorily Exempt from CEQA review in that the emergency repair work is necessary to maintain service essential to the public health, safety, or welfare. In addition, CEQA Guidelines Sections 15301, 15302, and 15304 are also applicable, as the Categorical Exemption sections are applicable to the Notice of Exemption filed with the San Dieguito Drive Capital Improvement Project identified above.

**ATTACHMENTS:**

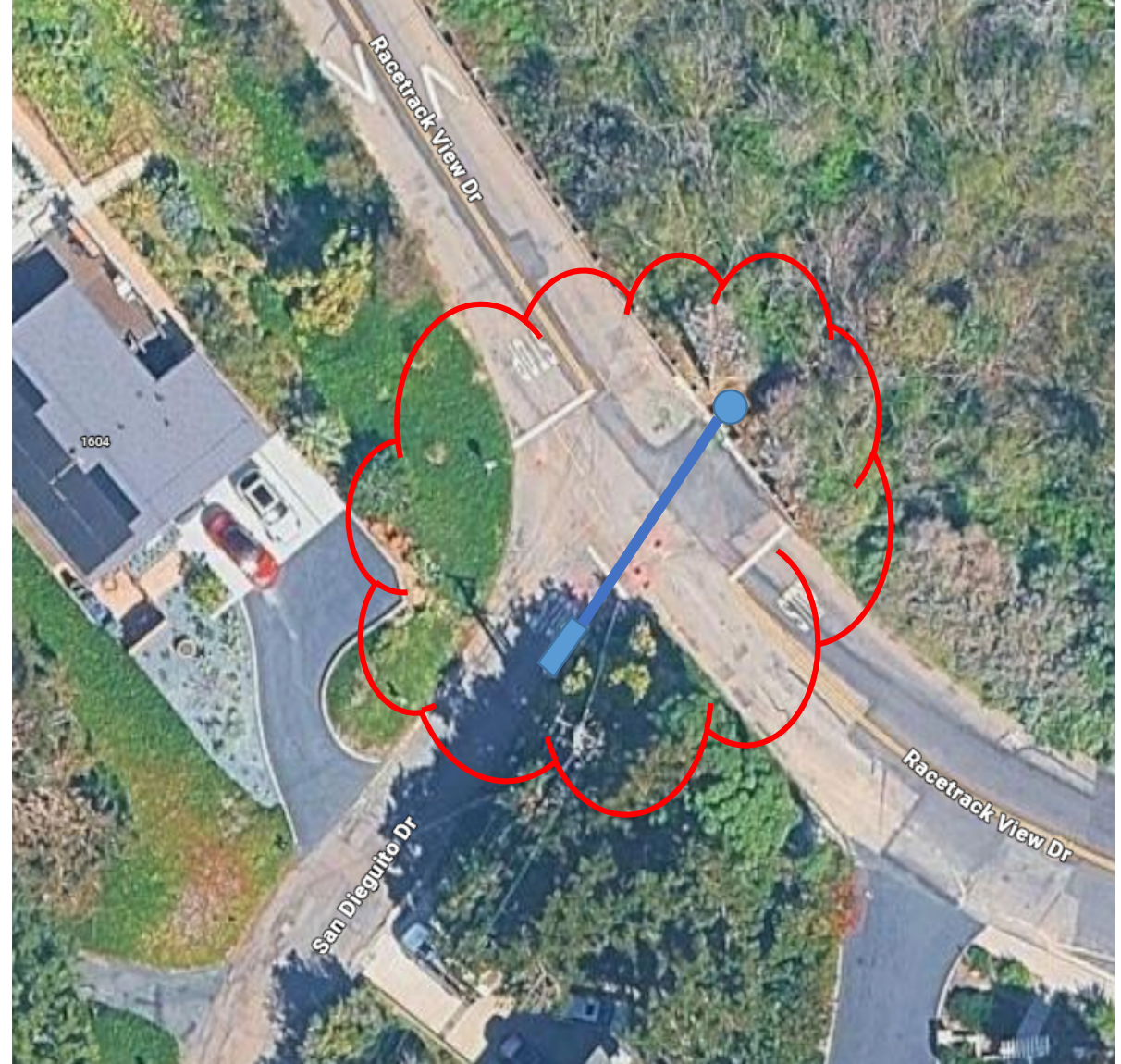
Attachment A – Emergency Repair Photos

# Emergency Storm Drain and Roadway Repair along San Dieguito Drive

December 15, 2025



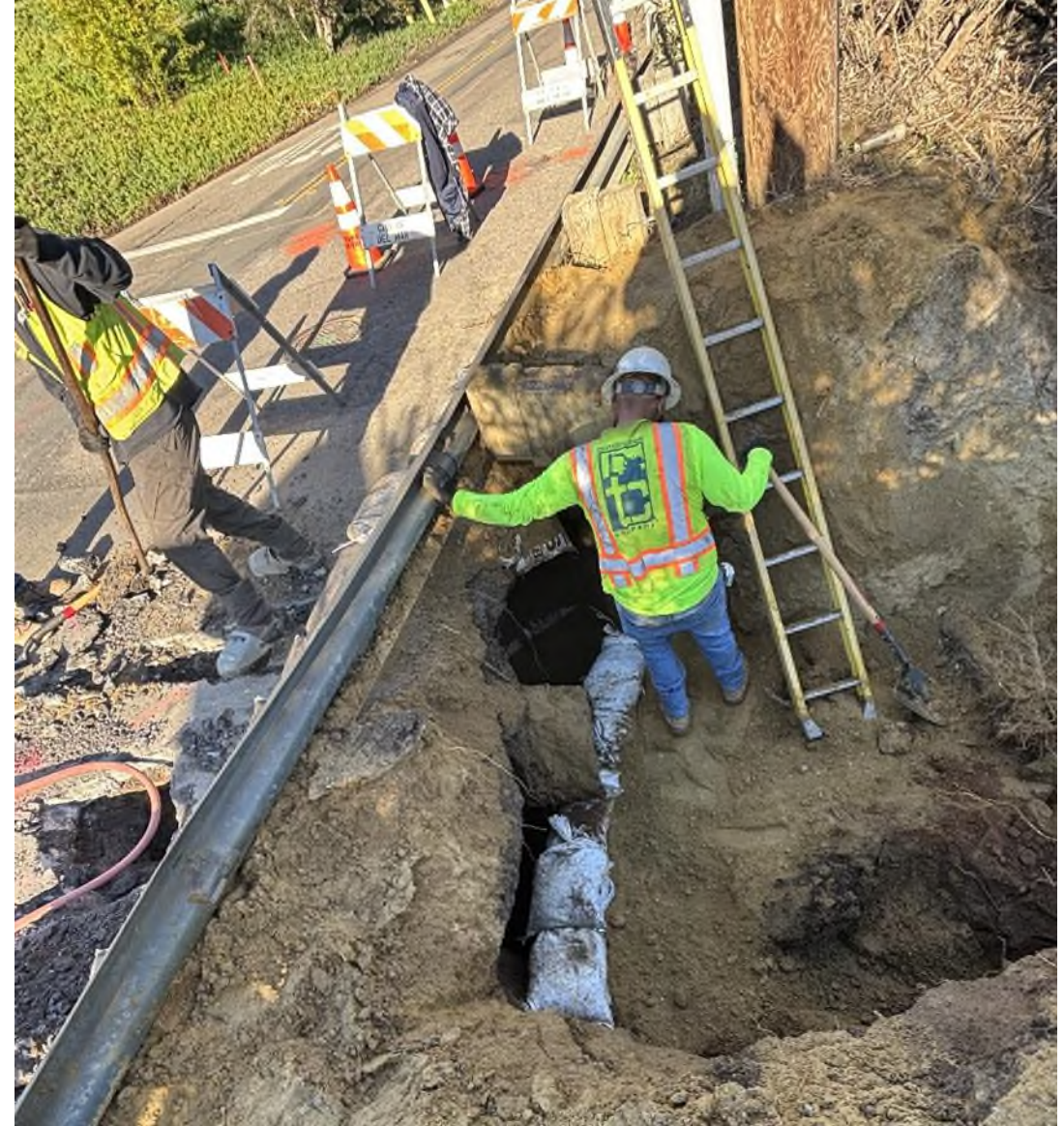
# Attachment A



# Attachment A



# Attachment A



# Attachment A





# City of Del Mar Agenda Report

TO: Honorable Mayor and Councilmembers

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

DATE: December 15, 2025

SUBJECT: Proposed Reclassification of Finance Division Accounting Position

## REQUESTED ACTION/RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment A) authorizing reclassification of one Accounting Technician I/II position to an Accountant I/II position and amending the Fiscal Year 2025-2026 Management, Professional and Confidential Compensation Plan to reflect this change (Exhibit A to Attachment A).

## BACKGROUND:

The Finance Division of the Administrative Services Department handles the City's accounting and finance activities and consists of five positions, including Finance Manager, Finance Officer, and three Accounting Technicians, each of whom are responsible for the respective areas of utility billing, payroll, and accounts payable.

After a thorough assessment of the current and future work plan for the Finance Division and to provide the critically needed level of operational and analytical support for the department, staff propose to reclassify one current Accounting Technician I/II position to an Accountant I/II position. The reason for this change is to better meet the City's operational needs by allowing the reclassified position to handle more complex accounting work such as journal entries, year-end support, bank reconciliation and analysis, special projects including Enterprise Resource Planning (ERP) financial system implementation, and other accounting-related tasks. Additionally, having another professional level accounting position will help strengthen the City's fiscal internal controls.

## DISCUSSION/ANALYSIS:

The proposed action will reclassify one of the current Accounting Technician I/II positions to an Accountant I/II position and amend the City's compensation schedule to reflect this change. The estimated fully loaded total cost for the Accountant I/II series, including salary and benefits, ranges from \$103,465 to \$138,200 per year, depending on the position and level. The base salary is \$75,663.17 to \$91,969.05 for Accountant I and \$87,842.58 to

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City Council Action:

\$106,773.20 for Accountant II. The reclassification of the incumbent Accounting Technician employee will result in an estimated annual increase of approximately \$13,500, including salary and benefits. If approved, the proposed reclassification will become effective the first day of the pay period following the Council approval date.

As a requirement of State labor law and the Memorandum of Agreement between the Del Mar City Employees Association (DMCEA) and the City, staff met and conferred with the DMCEA on the impacts of the City's proposal to reclassify the DMCEA represented Accounting Technician position to an unrepresented Accountant position. After a thorough discussion, the DMCEA did not object to the proposed position reclassification.

FISCAL IMPACT:

If approved, the recommended action will result in an overall annual increase of approximately \$13,500 for the remainder of Fiscal Year 2025-2026. Sufficient funds are available to cover the cost increase due to salary/benefit savings resulting from other City vacancies; therefore, no budget adjustment is required to the Fiscal Year 2025-2026 Operating and Capital Budget.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

Attachment A – Resolution Authorizing the Reclassification and Amending the Compensation Plan

Exhibit A to Attachment A – Amended Management, Professional and Confidential Compensation Plan

RESOLUTION NO. 2025-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE RECLASSIFICATION OF ONE ACCOUNTING TECHNICIAN I/II POSITION TO ACCOUNTANT I/II, AND AMENDING THE COMPENSATION PLAN FOR MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES

WHEREAS, from time to time the City’s staffing needs are reassessed and adjusted to maximize efficiency and ensure effective operations; and

WHEREAS, after a thorough assessment of the current and future work plan for the Finance Division of the Administrative Services Department and to provide the critically needed level of operational and analytical support for the department, one current Accounting Technician I/II position is being reclassified to an Accountant I/II position; and

WHEREAS, the California Public Employees Retirement System (CalPERS) regulations require all City employee compensation to be reflected on a publicly available, City Council approved compensation plan; and

WHEREAS, the City Council desires to amend the compensation plan for the Management, Professional and Confidential Employees to reflect the reclassification of one Accounting Technician I/II position to an Accountant I/II position (Exhibit A).

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

1. The above recitals are true and correct.
2. One Accounting Technician I/II is hereby unfunded, and one Accountant I/II position is funded.
3. The Management, Professional, and Confidential Employee Compensation Plan is amended as shown in Exhibit A.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 15<sup>th</sup> day of December 2025.

\_\_\_\_\_  
Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 15<sup>th</sup> day of December 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

**CITY OF DEL MAR  
MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
SALARY INCREASE 3.0%**

**EFFECTIVE JULY 1, 2025**

<b>POSITION TITLE</b>	<b>RANGE</b>	<b>ANNUAL SALARY</b>	
<b>City Manager</b>	<b>M500</b>	Contract	267,372.00
<b>Assistant City Manager</b>	<b>M900</b>	185,259.94 -	225,184.62
<b>Department Directors</b>	<b>M850</b>	165,410.66 -	201,057.69
<b>Principal Engineer</b>	<b>M810</b>	137,468.60 -	167,093.94
<b>Deputy Directors/Managers</b>	<b>M800</b>	129,687.37 -	157,635.80
<b>Finance Officer</b>	<b>M780</b>	118,637.32 -	144,204.40
<b>Information Technology Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Public Works Operations Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Facilities Manager II</b>	<b>P287</b>	116,065.60 -	141,078.46
<b>Information Technology Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Senior Management Analyst</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Senior Planner</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Public Works Operations Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Facilities Manager I</b>	<b>P274</b>	101,982.51 -	123,960.38
<b>Associate Management Analyst</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Associate Planner</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Parking and Community Enforcement Lieutenant</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Accountant II*</b>	<b>P259</b>	87,842.58 -	106,773.20
<b>Lifeguard Sergeant</b>	<b>P255</b>	78,700.92 -	95,661.46
<b>Management Analyst</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Assistant Planner II</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Accountant I*</b>	<b>P244</b>	75,663.17 -	91,969.05
<b>Assistant Management Analyst</b>	<b>P233</b>	67,818.69 -	82,434.04
<b>Assistant Planner I</b>	<b>P229</b>	65,172.41 -	79,217.48

\* Adopted 12/15/2025 by Resolution 2025-xx

CITY OF DEL MAR  
 MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
 SALARY INCREASE 3.0%

EFFECTIVE JULY 1, 2025

POSITION TITLE	Grade	A	B	C	D	E
<b>Assistant City Manager</b>	<b>M900</b>					
-Hourly		89,067.3	93,520.6	98,196.7	103,106.5	108,261.8
-Bi-Weekly		7,125.38	7,481.65	7,855.73	8,248.52	8,660.95
-Monthly		15,438.33	16,210.24	17,020.76	17,871.79	18,765.38
-Annual		185,259.94	194,522.94	204,249.08	214,461.54	225,184.62
<b>Department Directors*</b>	<b>M850</b>					
-Hourly		79,524.4	83,500.6	87,675.6	92,059.4	96,662.4
-Bi-Weekly		6,361.95	6,680.05	7,014.05	7,364.75	7,732.99
-Monthly		13,784.22	14,473.43	15,197.10	15,956.96	16,754.81
-Annual		165,410.66	173,681.19	182,365.25	191,483.51	201,057.69
<b>Principal Engineer *</b>	<b>M810</b>					
-Hourly		66,090.7	69,395.2	72,865.0	76,508.2	80,333.6
-Bi-Weekly		5,287.25	5,551.62	5,829.20	6,120.66	6,426.69
-Monthly		11,455.72	12,028.50	12,629.93	13,261.42	13,924.50
-Annual		137,468.60	144,342.03	151,559.13	159,137.09	167,093.94
<b>Deputy Directors/Managers**</b>	<b>M800</b>					
-Hourly		62,349.7	65,467.2	68,740.5	72,177.6	75,786.4
-Bi-Weekly		4,987.98	5,237.37	5,499.24	5,774.21	6,062.92
-Monthly		10,807.28	11,347.64	11,915.03	12,510.78	13,136.32
-Annual		129,687.37	136,171.73	142,980.32	150,129.34	157,635.80
<b>Finance Officer</b>	<b>M780</b>					
-Hourly		57,037.2	59,889.0	62,883.5	66,027.7	69,329.0
-Bi-Weekly		4,562.97	4,791.12	5,030.68	5,282.21	5,546.32
-Monthly		9,886.44	10,380.77	10,899.80	11,444.79	12,017.03
-Annual		118,637.32	124,569.18	130,797.64	137,337.52	144,204.40
<b>Information Technology Manager II</b>	<b>P287</b>					
<b>Public Works Operations Manager II</b>						
<b>Facilities Manager II</b>						
-Hourly		55,800.8	58,590.8	61,520.3	64,596.4	67,826.2
-Bi-Weekly		4,464.06	4,687.26	4,921.63	5,167.71	5,426.09
-Monthly		9,672.13	10,155.74	10,663.53	11,196.70	11,756.54
-Annual		116,065.60	121,868.88	127,962.32	134,360.44	141,078.46
<b>Information Technology Manager I</b>	<b>P274</b>					
<b>Senior Management Analyst</b>						
<b>Senior Planner</b>						
<b>Public Works Operations Manager I</b>						
<b>Facilities Manager I</b>						
-Hourly		49,030.1	51,481.6	54,055.6	56,758.4	59,596.3
-Bi-Weekly		3,922.40	4,118.52	4,324.45	4,540.67	4,767.71
-Monthly		8,498.54	8,923.47	9,369.64	9,838.13	10,330.03
-Annual		101,982.51	107,081.63	112,435.72	118,057.50	123,960.38

\* An additional 10% Special Compensation is paid to the Principal Engineer and Public Works Director who maintain an Engineer's License.

\*\* **Deputy Directors/Managers**

- Administrative Services Manager/City Clerk
- Deputy Chief Lifeguard/Community Services Director
- Finance Manager/City Treasurer
- Principal Planner/Planning Manager
- Special Projects and Programs Manager

CITY OF DEL MAR  
 MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN  
 SALARY INCREASE 3.0%

EFFECTIVE JULY 1, 2025

POSITION TITLE	Grade	A	B	C	D	E
<b>Associate Management Analyst</b>	<b>P259</b>					
<b>Associate Planner</b>						
<b>Parking and Community Enforcement Lieutenant</b>						
<b>Accountant II</b>						
-Hourly		42.2320	44.3436	46.5608	48.8888	51.3333
-Bi-Weekly		3,378.56	3,547.49	3,724.86	3,911.11	4,106.66
-Monthly		7,320.21	7,686.23	8,070.54	8,474.06	8,897.77
-Annual		87,842.58	92,234.70	96,846.44	101,688.76	106,773.20
<b>Lifeguard Sergeant</b>	<b>P255</b>					
-Hourly		37.8370	39.7288	41.7153	43.8010	45.9911
-Bi-Weekly		3,026.96	3,178.31	3,337.22	3,504.08	3,679.29
-Monthly		6,558.41	6,886.33	7,230.65	7,592.18	7,971.79
-Annual		78,700.92	82,635.96	86,767.76	91,106.15	95,661.46
<b>Management Analyst</b>	<b>P244</b>					
<b>Assistant Planner II</b>						
<b>Accountant I</b>						
-Hourly		36.3765	38.1953	40.1051	42.1104	44.2159
-Bi-Weekly		2,910.12	3,055.63	3,208.41	3,368.83	3,537.27
-Monthly		6,305.26	6,620.53	6,951.55	7,299.13	7,664.09
-Annual		75,663.17	79,446.32	83,418.64	87,589.57	91,969.05
<b>Assistant Management Analyst</b>	<b>P233</b>					
-Hourly		32.6051	34.2354	35.9472	37.7445	39.6318
-Bi-Weekly		2,608.41	2,738.83	2,875.77	3,019.56	3,170.54
-Monthly		5,651.56	5,934.14	6,230.84	6,542.38	6,869.50
-Annual		67,818.69	71,209.62	74,770.11	78,508.61	82,434.04
<b>Assistant Planner I</b>	<b>P229</b>					
-Hourly		31.3329	32.8995	34.5445	36.2717	38.0853
-Bi-Weekly		2,506.63	2,631.96	2,763.56	2,901.74	3,046.83
-Monthly		5,431.03	5,702.59	5,987.72	6,287.10	6,601.46
-Annual		65,172.41	68,431.03	71,852.59	75,445.21	79,217.48



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Kaitlyn Elliott-Norgrove, Special Projects & Programs Manager  
Clem Brown, Assistant City Manager  
Via Ashley Jones, City Manager

DATE: December 15, 2025

SUBJECT: Introduction of an Ordinance to Repeal and Replace Chapter 11.40 of the Del Mar Municipal Code to Prohibit the Use of Expanded Polystyrene and Single-Use, Non-Compostable Disposable Food Service Ware Citywide, and Single-Use Plastic Beverage Bottles at City Facilities and City-Sponsored Events

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council introduce an Ordinance (Attachment A) to repeal and replace Del Mar Municipal Code (DMMC) Chapter 11.40 to prohibit the use of expanded polystyrene and single-use, non-compostable disposable food service ware; the sale of expanded polystyrene coolers and ice chests or other food containers; and the use of single-use plastic beverage bottles at City facilities and City-sponsored events.

## BACKGROUND:

The City of Del Mar (City) is a leader in sustainability practices and takes actions to protect natural resources, divert plastics and similar waste from landfills, increase the degradation of waste products in landfills, reduce greenhouse gas emissions, and increase City cleanliness and quality of life by reducing litter on City beaches and public areas.

The City previously implemented local regulations to decrease litter and pollution by prohibiting the use of the following single-use plastics citywide: 1) single-use plastic carry-out bags (2016); 2) expanded polystyrene (e.g., Styrofoam) and non-recyclable plastic disposable food service ware (2018); 3) plastic straws and stirrers, and the distribution of paper, biodegradable or reusable straws, unless requested by customers (2019); and 4) balloons filled with a gas lighter than air (2023).

Since the City's ordinance prohibiting the use of expanded polystyrene and non-recyclable plastic disposable food service ware was adopted in 2018, other jurisdictions throughout San Diego County, including the cities of Solana Beach, Carlsbad, and Coronado, have adopted local regulations that have taken previously adopted plastic disposable food service ware ordinances a step further to prohibit the use of all single-use non-compostable plastic food service ware.

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City Council Action:

At the recommendation of the City's Sustainability Advisory Committee (SAC), the City Council prioritized the development of an ordinance to further regulate the use of single-use disposable food service ware citywide and at City-sponsored events as a Fiscal Year 2025 Tier 3 City Work Plan item.

DISCUSSION/ANALYSIS:

In collaboration with the SAC and its Plastics Subcommittee, staff thoroughly researched similar ordinances in San Diego County and sought feedback from the City's waste hauler, EDCO, and the Del Mar business community. Consistent with the City Council's direction for the proposed ordinance, staff prepared repeal and replace language for Chapter 11.40 of the DMMC that would:

- Prohibit food providers from dispensing prepared food to customers in expanded polystyrene or disposable food service ware made from single-use, non-compostable materials; and
- Prohibit the use of expanded polystyrene or disposable food service ware made from single-use, non-compostable materials at City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events.

The primary difference between Chapter 11.40 as it is currently written and the proposed ordinance is the expansion of the prohibition to all disposable food service ware that is single use and/or non-compostable. Under the proposed ordinance, compostable materials must be compliant with EDCO's anerobic digester composting facility, through which the City's organic waste is processed. In other words, the proposed ordinance would require a food service provider to use disposable food service ware that is appropriate for EDCO's facilities. Permissible materials would include paper containers and straws that are not coated in wax or plastic and untreated wood or bamboo. Items made from other plant-based materials such as corn or potato starch would not be allowed as these materials are non-compliant with EDCO's facilities.

At the SAC's meeting on October 27, 2025, staff presented the draft ordinance and received feedback and recommendations from the committee. Key recommendations included:

- Remove the exemption for expanded polystyrene coolers from Chapter 11.40 ("Polystyrene coolers and ice chests or other food containers intended for reuse"); and
- Include the prohibition of single-use plastic beverage bottles at City facilities and City-sponsored events.

Following the SAC meeting, staff conducted additional research and determined that other jurisdictions have adopted similar rules regarding expanded polystyrene coolers and plastic beverage bottles. Specifically, the City of Carlsbad instituted a plastic beverage bottle prohibition for City facilities and City-sponsored events in 2022, and Coronado adopted a similar expanded polystyrene cooler prohibition in 2025. While these coolers have been

exempted in the City to-date, staff is not aware of any Del Mar businesses that sell expanded polystyrene coolers, and therefore, does not anticipate challenges with the elimination of that exemption from DMMC Chapter 11.40.

For these reasons, staff recommends the City Council introduce an ordinance to repeal and replace Chapter 11.40 to prohibit the use of expanded polystyrene and single-use, non-compostable disposable food service ware; the sale of expanded polystyrene coolers and ice chests or other food containers; and the use of single-use plastic beverage bottles at City facilities and City-sponsored events.

### **Comparison to Other Ordinances**

In alignment with Item 3 of its Fiscal Year 2024-2025 Work Plan, SAC reviewed and recommended updates to the City's policies and rental agreements regarding the use of single-use, non-compostable disposable food service ware on City property and at City-sponsored events. SAC also advised staff on the preparation of the proposed ordinance to regulate the use of single-use, non-compostable disposable food service ware citywide. SAC's research was based on similar regulations passed in the following neighboring jurisdictions:

- Solana Beach  
*Chapter 5.03, Food Service Ware, Polystyrene, and Plastic Bottle Restrictions*  
Adopted in 2019, Solana Beach amended its municipal code with an ordinance that prohibits single-use food service ware products that are neither recyclable nor compostable.
- Carlsbad  
*Chapter 6.20, Phased-In Single-Use Plastic Foodware Ban*  
In 2022, Carlsbad adopted an ordinance that restricts the use of single-use plastic foodware in the city through a phased approach. Like Solana Beach, Carlsbad prohibited the use of products that are not recyclable or compostable. Carlsbad's approach was divided into two phases: Stage I ("Skip the Stuff," effective June 1, 2022), and Stage II (full prohibition, effective July 1, 2023).

"Skip the Stuff", which refers to Assembly Bill 1276, requires food establishments to provide food and beverage accessories only upon request and use only reusable foodware for on-site dining. The full prohibition of expanded polystyrene and single-use plastic foodware took place via local ordinance.

#### *Chapter 6.22, Plastic Bottled Beverage Reduction*

This chapter prohibits the distribution of plastic bottled beverages at Carlsbad city facilities, including the use of city facilities through a rental, lease, or other agreement, but does identify emergencies or other situations as decided by the City Manager as exemptions.

Coronado:

*Chapter 36.28, Polystyrene and Single-Use Plastics Regulations*

In early 2025, Coronado's City Council adopted an ordinance amending its municipal code related to polystyrene and single-use plastics regulations. The ordinance was revised in October 2025 to eliminate confusion regarding the inclusion of the term "recyclable" in several sections of the ordinance that may have been interpreted to allow single-use, recyclable plastics. "Compostable" plastics are considered Number 7 plastics, and these materials are not compatible with Coronado's solid waste hauler's composting facilities.

Attachment B includes a comparison of Del Mar's current and proposed ordinance (DMMC Chapter 11.40) to four other local jurisdictions. As shown in the table, the proposed amendments are consistent with the regulations in other San Diego County coastal cities.

## **Engagement with External Stakeholders**

### EDCO

Staff worked with EDCO to ensure that the proposed ordinance is compatible with its compost capabilities and facilities. This collaboration is important because some plastics are marketed as "compostable" but they are incompatible with EDCO's anerobic digester facility, which converts compostable organic materials into renewable natural gas. These "compostable" Number 7 plastics are not recyclable or compostable by EDCO; therefore, they cannot be diverted from the landfill. The City of Coronado also developed its ordinance in partnership with EDCO.

### Del Mar Village Association (DMVA)

Staff met with the Del Mar Village Association (DMVA) to review and discuss the proposed ordinance and presented it to the DMVA Board of Directors at its November 20, 2025, meeting for feedback. Staff did not receive questions or comments from member businesses. While DMVA is committed to sustainability programming throughout Del Mar, the City recognizes the impact that ordinances like this may pose to businesses. If the proposed ordinance is adopted, the City will partner with EDCO and the DMVA to provide educational resources to Del Mar businesses.

### Rise Above Plastics

The San Diego Chapter of the Surfrider Foundation offers the Rise Above Plastics (RAP) Program, which supports volunteers in reducing plastics in their communities. SAC engaged RAP to present its analysis of other jurisdictions' actions to mitigate the use of single-use plastics. RAP delivered a presentation to SAC in August 2025. Information shared by RAP supported the research that was conducted by SAC and City staff that informed the proposed ordinance.

## **Outreach Strategy**

The City will conduct outreach in support of the implementation of the proposed ordinance through its standard communications channels, the Go Green Del Mar website, and in partnership with EDCO. Information about the new ordinance will be distributed via the "Del

Mar Weekly” electronic newsletter and via outreach activities conducted by SAC, such as its “Green Papers.” The City will update its website and will work with EDCO to ensure information is included in its “Environmental Times” newsletter that goes to all commercial account holders. Education and outreach materials regarding the new ordinance requirements will be sent out to all Del Mar restaurants and food service providers.

### **Implementation Schedule**

After the introduction of the ordinance on December 15, 2025, and assuming it is adopted by the Council at the second hearing (January 6, 2026), the new regulations would take effect after 30 days on February 6, 2026. Consistent with the implementation of past plastic reduction ordinances, staff recommends offering an enforcement “grace period” of an additional six months for the City and impacted businesses to exhaust existing inventories of non-compliant single-use food service ware, as well as providing time to procure new compliant materials.

### **FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council related to this agenda item. If approved, the cost of ordinance implementation is expected to be minimal and will be covered with funds in the City’s existing approved operating budget.

### **ENVIRONMENTAL IMPACT:**

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

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

This is a Tier 3 Item on the Fiscal Year 2024-2025 Citywide Work Plan.

### **ATTACHMENTS:**

- Attachment A – Proposed Ordinance to Repeal and Replace DMMC Chapter 11.40
- Exhibit A to Attachment A – Proposed Chapter 11.40 Language
- Attachment B – Chapter 11.40 As Amended (Red-lined)
- Attachment C – Table Comparing Other Regional Ordinances

## ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, REPEALING AND REPLACING CHAPTER 11.40 OF THE DEL MAR MUNICIPAL CODE PROHIBITING USE OF EXPANDED POLYSTYRENE AND SINGLE-USE NON-COMPOSTABLE PLASTIC DISPOSABLE FOOD SERVICE WARE

WHEREAS, the City of Del Mar, California (“City”) is a leader in sustainability and takes action to protect our natural resources, divert plastics and similar waste from landfills, increase the degradation of waste products in landfills, reduce greenhouse gas emissions, and increase City cleanliness and quality of life by reducing litter on City beaches and public areas; and

WHEREAS, the City is committed to implementing local regulations to decrease litter and pollution by prohibiting the use of expanded polystyrene and non-recyclable plastic disposable food service ware, plastic straws and stirrers; prohibiting the distribution of paper, biodegradable or reusable straws, unless requested by customers, and single-use plastic carry-out bags; and prohibiting the use, sale, and distribution of balloons filled with a gas lighter than air; and

WHEREAS, this Ordinance aims to support the City’s goal to divert 95% of its waste from landfills by 2035 in accordance with its adopted Climate Action Plan; and

WHEREAS, single-use, non-compostable material waste is generated by food providers, businesses, and vendors within the City of Del Mar; and

WHEREAS, there are many reusable or compostable alternatives to plastic disposable food service ware in current use; and

WHEREAS, the City of Del Mar’s current solid waste collection and disposal services provider converts the methane released by compostable organic waste into renewable natural gas (RNG), thereby reducing greenhouse gas emissions; and

WHEREAS, the City Council of the City of Del Mar conducted a noticed public hearing regarding the initial proposed ordinance at their regularly scheduled meeting on December 15, 2025. The public hearing was advertised pursuant to applicable law and testimony was invited and received; and

WHEREAS, the proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) based upon the common-sense exemption under 14 CCR 15061 (b)(3) and the reasoning in the California Supreme Court case *Save the Plastic Bag Coalition v. City of Manhattan Beach*, 52 Cal. 4<sup>th</sup> 155 (2011); and

WHEREAS, the proposed Ordinance amends Chapter 11.40 of the Del Mar Municipal Code to provide for the prohibition of expanded polystyrene and single-use, non-compostable disposable food service ware citywide, and single-use plastic beverage bottles at City facilities and City-sponsored events.

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

**SECTION ONE:**

The above recitals are true and correct and are incorporated by reference into this action.

**SECTION TWO:**

Chapter 11.40 of the Del Mar Municipal Code is hereby repealed in its entirety and replaced to read as shown in the attached Exhibit A, which is incorporated herein by this reference as though set forth in full at this point.

**SECTION THREE:**

The City Council finds that approval of this Ordinance is exempt from the preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378. This action does not constitute a “project” under the definition set forth in CEQA Guidelines Section 15378 because it will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

**SECTION FOUR:**

If any section, sentence, clause, or phrase of this Ordinance is determined to be invalid, illegal, or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause, or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION FIVE:**

This Ordinance was introduced by the City Council on December 15, 2025.

**SECTION SIX:**

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

**SECTION SEVEN:**

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

**SECTION EIGHT:**

Upon adoption, the Ordinance will take effect and be in force 30 days from the date that the City Council takes action to adopt the Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a regular meeting held on the 15<sup>th</sup> day of December 2025.

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 15<sup>th</sup> day of December 2025, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

---

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

**CHAPTER 11.40 PROHIBITING THE USE OF EXPANDED POLYSTYRENE AND SINGLE-USE, NON-COMPOSTABLE DISPOSABLE FOOD SERVICE WARE CITYWIDE, AND SINGLE-USE PLASTIC BEVERAGE BOTTLES AT CITY FACILITIES AND CITY-SPONSORED EVENTS**

**11.40.010 – Purpose and Intent**

The purpose of this Chapter is to reduce plastic waste in landfills and local trash receptacles and pollution by prohibiting the use of expanded polystyrene and single-use, non-compostable disposable food service ware that have adverse effects on the health and general welfare of City of Del Mar residents, visitors, and surrounding wildlife, and allow for the use of compostable food service ware that is accepted as organic waste by the City's waste hauler reduces greenhouse gas emissions.

**11.40.020 – Definitions**

The following definitions shall be applicable when the following words or phrases are used hereafter in this Chapter, whether or not these words or phrases are capitalized:

*City* means the City of Del Mar.

*City contractor* means any person that enters into an agreement with the City to furnish products or services to or for the City.

*City facility* means any building, structure, property, park, open space, or vehicle, owned, leased or operated by the City, its agents, agencies, departments or franchisees.

*City-sponsored event* means any event, activity or meeting organized or sponsored, in whole or in part, by the City or any department of the City.

*Compostable* means material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner, and is accepted as organic waste by the City's waste hauler.

*Customer* means any person obtaining prepared food from a restaurant or retail food vendor.

*Disposable food service ware* or *disposables* means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups or drinkware, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, hinged or lidded containers, utensils, chopsticks, napkins, cup lids, cup sleeves, ramekins, straws, stirrers, splash sticks, cocktail sticks, toothpicks, and coolers, or any other container in or on which prepared foods are placed or packaged for consumption. This does not include single-use disposable packaging for unprepared foods.

*Event* means an organized recreational activity that includes 25 or more participants.

*Food provider* means any person or establishment that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, café, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.

*Plastic* means an organic synthetic or processed material containing thermoplastic or thermosetting polymers and that can be made into objects, films, or filaments.

*Person* means any person, business corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization group, however organized.

*Polystyrene* means and includes expanded polystyrene which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene" also includes clear or solid polystyrene which is known as "oriented polystyrene."

*Polystyrene cooler* means any ice chest or similar device made of polystyrene foam, where such foam is not fully encased in another material.

*Prepared food* means any food or beverage that is (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider's premises. For purposes of this Chapter, prepared food does not include (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation; and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers' markets and other food vendors.

*Recyclable* means material that can be sorted, cleansed, and reconstituted for reuse using the City's available recycling programs.

*Regulated entities* means food service providers, retail establishments, City facilities, City-sponsored events, and other entities governed by this chapter.

*Single-use* means items designed for one-time or limited use before final disposal.

**11.40.030 – Prohibition of the Use of Expanded Polystyrene and Single-Use, Non-Compostable Disposable Food Service Ware; the Sale of Expanded Polystyrene Coolers, Ice Chests, and Other Containers; and the Use of Single-Use Plastic Beverage Bottles at City Facilities and City-Sponsored Events.**

A. Except as provided in DMMC Section 11.40.040, food providers are prohibited from dispensing prepared food to customers in expanded polystyrene or disposable food service ware made from single-use, non-compostable disposable materials.

B. All City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events are prohibited from using expanded polystyrene or disposable food service ware made from single-use, non-compostable disposable materials within the City.

C. Regulated entities shall not distribute or sell ice chests or food and beverage coolers made, in whole or in part, from polystyrene.

D. All City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events are prohibited from distributing single-use plastic beverage bottles.

**11.40.040 - Exemptions.**

A. Automatic Exemptions. The following uses are exempt from the provisions of this Chapter:

1. Food prepared or packaged outside the City, provided such food is not altered, packaged or repackaged within the City limits. Purveyors of food prepared or packaged outside the City are encouraged to follow the provisions of this Section.
2. Products, equipment, or other items prepared or packaged outside the City of Del Mar.

B. Food providers that are obligated to purchase or have purchased expanded polystyrene or single-use, non-compostable disposable food service ware under a contract entered into with the year prior to the operative date of the ordinance codified in this Chapter are exempt from the provisions of this Chapter for six months following its operative date.

C. Undue Hardship. The City Manager, or designee, may exempt any food provider or person from the requirements of this Chapter for a one-year period, upon written request by applicant that the conditions of this Chapter would cause undue hardship following the operative date of the ordinance codified in this Chapter, as follows:

1. A request for an exemption shall be filed in writing with the City Manager or designee and shall include documentation of the reason for the claimed exemption and any other information necessary for the City to make its decision. An exemption application shall include all information necessary for the City to make its decision, including, but not limited to, documentation showing the factual support for the claimed exemption. The City may require the applicant to provide additional information as necessary to make the required determinations.
2. The City Manager or designee may approve the exemption application for one year, with or without conditions, upon finding that compliance would create an undue hardship. Undue hardship shall be construed to include, but not limited to, situations where:
  - a. Situations unique to the food provider or non-food provider where there are no reasonable alternatives to expanded polystyrene or single-use non-compostable plastic disposable food service ware and compliance with this Chapter would cause significant economic hardship to that food provider.
  - b. Situations where no reasonably feasible available alternatives exist to a specific and necessary single-use, non-compostable plastic disposable food service container.
3. A food provider granted an exemption by the City must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.
4. Exemption decisions by the City Manager or designee are effective immediately and final and are not appealable.
5. The City Council may by resolution establish a fee for exemption applications. The application fee shall be an amount sufficient to cover the costs of processing the exemption application.

D. In cases of emergency or other situations where the City Manager or the City Manager's designee finds that relying on beverages in single-use plastic bottles is necessary for the protection of public

health, safety, and welfare, and no reasonable alternative will serve the same purpose; and where specific hydration requirements exist for employees working outside and with no reasonable alternative.

E. This Chapter does not apply to activities on the property of the 22nd District Agricultural Association (Del Mar Fairgrounds) within the City of Del Mar, although the City encourages the Fairgrounds to impose similar requirements on all its facilities.

**11.40.050 - Enforcement and Administrative Remedies.**

A. The City Manager, or designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this Chapter, including, but not limited to, inspecting any food provider and commercial business premises to verify compliance.

B. Any violation of this Chapter shall be enforced through the administrative citation process set forth in [Chapter 1.10](#) of the Del Mar Municipal Code.

C. Each violation of this Chapter shall be considered a separate offense.

D. The remedies and penalties provided in this Section are cumulative and not exclusive, and nothing in this Chapter shall preclude any person from pursuing any other remedies provided by law. The City Attorney may seek legal, injunctive, or other equitable relief to enforce the provisions of this Chapter and any regulations or administrative procedure developed pursuant hereto.

E. Administrative enforcement of this Chapter shall proceed pursuant to [Chapter 1.10](#) of the DMMC.

F. Notwithstanding any other provision of this Chapter, this Chapter may be enforced through any remedy as provided for in this Section upon its effective date.

**11.40.060 - Operative Dates.**

A. This chapter shall become operative as to all food providers, businesses, vendors, and regulated entities six months after adoption by the City Council.

B. Within 30 days after its adoption, this chapter shall become effective for the City such that no city facilities, city-managed concessions, city-sponsored events or city-permitted events shall distribute or utilize disposable food service containers containing single-use non-compostable plastic.

**11.040.070 - Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter is, for any reason, held to be invalid or unconstitutional by any court or competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The City Council hereby declares that it would have adopted the ordinance codified in this chapter and each section, subsection, subdivision, paragraph, sentence, clause, phrase and portion of this chapter irrespective of the fact that one or more, sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional. To this end, the provisions of this chapter are declared severable.

*Note: Underlined Text is "Proposed." Strikethrough Text would be "Deleted."*

Chapter 11.40

**~~USE OF EXPANDED POLYSTYRENE AND NON-RECYCLABLE PLASTIC DISPOSABLE FOOD SERVICE WARE~~**

~~11.40.010 — Purpose and Intent.~~

~~The purpose of this Chapter is to establish standards and procedures for environmental waste and litter reduction measures, plan and promote environmentally sustainable practices throughout the City by prohibiting the use of expanded polystyrene and non-recyclable plastic disposable food service ware by food providers, businesses and vendors within the City of Del Mar.~~

~~11.40.020 — Definitions.~~

~~The following definitions shall be applicable when the following words or phrases are used hereafter in this Chapter, whether or not these words or phrases are capitalized:~~

~~*Biodegradable* refers to the ability of a material to decompose into elements normally found in nature within a reasonably short period of time after disposal.~~

~~*City* means the City of Del Mar.~~

~~*City contractor* means any person that enters into an agreement with the City to furnish products or services to or for the City.~~

~~*City facility* means any building, structure, property, park, open space, or vehicle, owned, leased or operated by the City, its agents, agencies, departments or franchisees.~~

~~*City sponsored event* means any event, activity or meeting organized or sponsored, in whole or in part, by the City or any department of the City.~~

~~*Customer* means any person obtaining prepared food from a restaurant or retail food vendor.~~

~~*Disposable food service ware or disposables* means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups or drinkware, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, hinged or lidded containers or any other container in or on which prepared foods are placed or packaged for consumption. This does not include single-use disposable items such as straws, cup lids, or utensils, nor does it include single-use disposable packaging for unprepared foods.~~

~~*Event* means an organized recreational activity that includes 25 or more participants.~~

~~*Expanded polystyrene (EPS)* means polystyrene that has been expanded or "blown" using a gaseous blowing agent into a solid foam. EPS is sometimes called "Styrofoam," a Dow Chemical Co. trademark form of polystyrene foam insulation.~~

~~*Food provider* means any person or establishment that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption. Food~~

provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, café, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.

~~Non-recyclable plastic~~ refers to any plastic which cannot be feasibly recycled by a municipal recycling program in the state of California, including polystyrene and expanded polystyrene.

~~Person~~ means any person, business corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization group, however organized.

~~Polystyrene~~ means and includes expanded polystyrene which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene" also includes clear or solid polystyrene which is known as "oriented polystyrene."

~~Prepared food~~ means any food or beverage that is (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider's premises. For purposes of this Chapter, prepared food does not include (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation; and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers' markets and other food vendors.

~~Recyclable plastic~~ means any plastic which can be feasibly recycled by a municipal recycling program in the state of California.

~~Restaurant~~ means any person or establishment doing business within the City of Del Mar that provides prepared food or beverages for consumption on or off its premises such as a restaurant, cafe, bakery, grocery or convenience store food counter or delicatessen, or catering truck vehicle.

#### ~~11.40.030 – Prohibition on Use of Non-recyclable Plastic Disposable Food Service Ware.~~

- ~~A. Except as provided in DMMC Section 11.40.050 food providers are prohibited from dispensing prepared food to customers in disposable food service ware made from expanded polystyrene (EPS).~~
- ~~B. Except as provided in DMMC Section 11.40.050 food providers are prohibited from dispensing prepared food to customers in disposable food service ware made from non-recyclable plastic.~~
- ~~C. All City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events are prohibited from using disposable food service ware made from expanded polystyrene or non-recyclable plastic within the City.~~

#### ~~11.40.040 – Prohibition on Expanded Polystyrene Packing Materials.~~

~~No business or vendor in the City, unless exempt pursuant to Section 11.40.050, shall use expanded polystyrene loose fill packaging and cushioning material, such as foam peanuts,~~

packing peanuts, foam popcorn or packing noodles, in the packaging of products, equipment or other items.

11.40.050 — Exemptions.

- A. ~~Automatic Exemptions. The following uses are exempt from the provisions of this Chapter:~~
- ~~1. Food prepared or packaged outside the City, provided such food is not altered, packaged or repackaged within the City limits. Purveyors of food prepared or packaged outside the City are encouraged to follow the provisions of this Section.~~
  - ~~2. Products, equipment, or other items prepared or packaged outside the City of Del Mar.~~
  - ~~3. Polystyrene coolers and ice chests or other food containers intended for reuse.~~
- B. ~~Food providers that are obligated to purchase or have purchased EPS food service ware under a contract entered into with the year prior to the operative date of the ordinance codified in this Chapter are exempt from the provisions of this Chapter for six months following its operative date.~~
- C. ~~Undue Hardship. The City Manager, or designee, may exempt any food provider or person from the requirements of this Chapter for a one-year period, upon written request by applicant that the conditions of this Chapter would cause undue hardship following the operative date of the ordinance codified in this Chapter, as follows:~~
- ~~1. A request for an exemption shall be filed in writing with the City Manager or designee and shall include documentation of the reason for the claimed exemption and any other information necessary for the City to make its decision. An exemption application shall include all information necessary for the City to make its decision, including, but not limited to, documentation showing the factual support for the claimed exemption. The City may require the applicant to provide additional information as necessary to make the required determinations.~~
  - ~~2. The City Manager or designee may approve the exemption application for one year, with or without conditions, upon finding that compliance would create an undue hardship. Undue hardship shall be construed to include, but not limited to, situations where:~~
    - ~~a. Situations unique to the food provider or non-food provider where there are no reasonable alternatives to expanded polystyrene or non-recyclable plastic disposable food service containers and compliance with this Chapter would cause significant economic hardship to that food provider;~~
    - ~~b. Situations where no reasonably feasible available alternatives exist to a specific and necessary expanded polystyrene or non-recyclable plastic disposable food service container.~~
  - ~~3. A food provider granted an exemption by the City must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.~~
  - ~~4. Exemption decisions by the City Manager or designee are effective immediately and final and are not appealable.~~
  - ~~5. The City Council may by resolution establish a fee for exemption applications. The application fee shall be an amount sufficient to cover the costs of processing the exemption application.~~
- D. ~~This Chapter does not apply to activities on the property of the 22nd District Agricultural Association (Fairgrounds) lying within the City of Del Mar boundaries, although the City encourages the Fairgrounds to impose similar requirements on all its facilities.~~

11.40.060 — Enforcement and Administrative Remedies.

- ~~A. The City Manager, or designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this Chapter, including, but not limited to, inspecting any food provider and commercial business premises to verify compliance.~~
- ~~B. Any violation of this Chapter shall be enforced through the administrative citation program set forth in Chapter 1.10 of the Del Mar Municipal Code.~~
- ~~C. Each violation of this Chapter shall be considered a separate offense.~~
- ~~D. The remedies and penalties provided in this Section are cumulative and not exclusive, and nothing in this Chapter shall preclude any person from pursuing any other remedies provided by law. The City Attorney may seek legal, injunctive, or other equitable relief to enforce the provisions of this Chapter and any regulations or administrative procedure developed pursuant hereto.~~

~~In addition to any other applicable civil or criminal penalty, any person convicted of a violation of this Chapter shall be guilty of an infraction, which shall be punishable by a fine not exceeding \$250.00, or a misdemeanor, which shall be punishable by a fine not exceeding \$1,000.00, or by imprisonment in the county jail for a period not exceeding six months or by both such fine and imprisonment.~~

- ~~E. Administrative enforcement of this Chapter shall proceed pursuant to Chapter 1.10 of the DMMC.~~
- ~~F. Notwithstanding any other provision of this Chapter, this Chapter may be enforced through any remedy as provided for in this Section upon its effective date.~~

**PROHIBITING USE OF EXPANDED POLYSTYRENE AND SINGLE-USE, NON-COMPOSTABLE DISPOSABLE FOOD SERVICE WARE CITYWIDE, AND SINGLE-USE PLASTIC BEVERAGE BOTTLES AT CITY FACILITIES AND CITY-SPONSORED EVENTS**

**11.40.010 – Purpose and Intent**

The purpose of this Chapter is to reduce plastic waste in landfills and local trash receptacles and pollution by prohibiting the use of expanded polystyrene and single-use, non-compostable disposable food service ware that have adverse effects on the health and general welfare of City of Del Mar residents, visitors, and surrounding wildlife, and allow for the use of compostable food service ware that is accepted as organic waste by the City’s waste hauler reduces greenhouse gas emissions.

**11.40.020 – Definitions**

The following definitions shall be applicable when the following words or phrases are used hereafter in this Chapter, whether or not these words or phrases are capitalized:

City means the City of Del Mar.

City contractor means any person that enters into an agreement with the City to furnish products or services to or for the City.

City facility means any building, structure, property, park, open space, or vehicle, owned, leased or operated by the City, its agents, agencies, departments or franchisees.

City-sponsored event means any event, activity or meeting organized or sponsored, in whole or in part, by the City or any department of the City.

Compostable means material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner, and is accepted as organic waste by the City’s waste hauler.

Customer means any person obtaining prepared food from a restaurant or retail food vendor.

Disposable food service ware or disposables means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups or drinkware, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, hinged or lidded containers, utensils, chopsticks, napkins, cup lids, cup sleeves, ramekins, straws, stirrers, splash sticks, cocktail sticks, and toothpicks, coolers, or any other container in or on which prepared foods are placed or packaged for consumption. This does not include single-use disposable packaging for unprepared foods.

Event means an organized recreational activity that includes 25 or more participants.

Food provider means any person or establishment that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, café, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.

Plastic means an organic synthetic or processed material containing thermoplastic or thermosetting polymers and that can be made into objects, films, or filaments.

Person means any person, business corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization group, however organized.

Polystyrene means and includes expanded polystyrene which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blow molding (extruded foam polystyrene). The term "polystyrene" also includes clear or solid polystyrene which is known as "oriented polystyrene."

Polystyrene cooler means any ice chest or similar device made of polystyrene foam, where such foam is not fully encased in another material.

Prepared food means any food or beverage that is (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider's premises. For purposes of this Chapter, prepared food does not include (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation; and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers' markets and other food vendors.

Recyclable means material that can be sorted, cleansed, and reconstituted for reuse using the City's available recycling programs.

Regulated entities means food service providers, retail establishments, City facilities, City-sponsored events, and other entities governed by this chapter.

Single-use means items designed for one-time or limited use before final disposal.

**11.40.030 – Prohibition of the Use of Expanded Polystyrene and Single-Use, Non-Compostable Disposable Food Service Ware; the Sale of Expanded Polystyrene Coolers, Ice Chests, and Other Containers; and the Use of Single-Use Plastic Beverage Bottles at City Facilities and City-Sponsored Events.**

A. Except as provided in DMMC Section 11.40.040, food providers are prohibited from dispensing prepared food to customers in expanded polystyrene or disposable food service ware made from single-use, non-compostable disposable materials.

B. All City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events are prohibited from using expanded polystyrene or disposable food service ware made from single-use, non-compostable disposable materials within the City.

C. Regulated entities shall not distribute or sell ice chests or food and beverage coolers made, in whole or in part, from polystyrene.

D. All City facilities, City-managed concessions, City-sponsored and co-sponsored events, and City-permitted events are prohibited from distributing single-use plastic beverage bottles.

**11.40.040 - Exemptions.**

A. Automatic Exemptions. The following uses are exempt from the provisions of this Chapter:

1. Food prepared or packaged outside the City, provided such food is not altered, packaged or repackaged within the City limits. Purveyors of food prepared or packaged outside the City are encouraged to follow the provisions of this Section.

2. Products, equipment, or other items prepared or packaged outside the City of Del Mar.

B. Food providers that are obligated to purchase or have purchased expanded polystyrene or single-use, non-compostable disposable food service ware under a contract entered into with the year prior to the operative date of the ordinance codified in this Chapter are exempt from the provisions of this Chapter for six months following its operative date.

C. Undue Hardship. The City Manager, or designee, may exempt any food provider or person from the requirements of this Chapter for a one-year period, upon written request by applicant that the conditions of this Chapter would cause undue hardship following the operative date of the ordinance codified in this Chapter, as follows:

1. A request for an exemption shall be filed in writing with the City Manager or designee and shall include documentation of the reason for the claimed exemption and any other information necessary for the City to make its decision. An exemption application shall include all information necessary for the City to make its decision, including, but not limited to, documentation showing the factual support for the claimed exemption. The City may require the applicant to provide additional information as necessary to make the required determinations.

2. The City Manager or designee may approve the exemption application for one year, with or without conditions, upon finding that compliance would create an undue hardship. Undue hardship shall be construed to include, but not limited to, situations where:

a. Situations unique to the food provider or non-food provider where there are no reasonable alternatives to expanded polystyrene or single-use, non-compostable disposable food service ware and compliance with this Chapter would cause significant economic hardship to that food provider;

b. Situations where no reasonably feasible available alternatives exist to a specific and necessary single-use, non-compostable disposable food service container.

3. A food provider granted an exemption by the City must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.

4. Exemption decisions by the City Manager or designee are effective immediately and final and are not appealable.

5. The City Council may by resolution establish a fee for exemption applications. The application fee shall be an amount sufficient to cover the costs of processing the exemption application.

D. In cases of emergency or other situations where the City Manager or the City Manager's designee finds that relying on beverages in single-use plastic bottles is necessary for the protection of public health, safety, and welfare, and no reasonable alternative will serve the same purpose; and where specific hydration requirements exist for employees working outside and with no reasonable alternative.

E. This Chapter does not apply to activities on the property of the 22nd District Agricultural Association (Del Mar Fairgrounds) within the City of Del Mar, although the City encourages the Fairgrounds to impose similar requirements on all its facilities.

#### **11.40.050 - Enforcement and Administrative Remedies.**

A. The City Manager, or designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with this Chapter, including, but not limited to, inspecting any food provider and commercial business premises to verify compliance.

B. Any violation of this Chapter shall be enforced through the administrative citation process set forth in Chapter 1.10 of the Del Mar Municipal Code.

C. Each violation of this Chapter shall be considered a separate offense.

D. The remedies and penalties provided in this Section are cumulative and not exclusive, and nothing in this Chapter shall preclude any person from pursuing any other remedies provided by law. The City Attorney may seek legal, injunctive, or other equitable relief to enforce the provisions of this Chapter and any regulations or administrative procedure developed pursuant hereto.

E. Administrative enforcement of this Chapter shall proceed pursuant to Chapter 1.10 of the DMMC.

F. Notwithstanding any other provision of this Chapter, this Chapter may be enforced through any remedy as provided for in this Section upon its effective date.

**11.40.060 - Operative Dates.**

A. This chapter shall become operative as to all food providers, businesses and vendors six months after adoption by the City Council.

B. Within 30 days after its adoption, this chapter shall become effective for the City such that no city facilities, city-managed concessions, city-sponsored events or city-permitted events shall distribute or utilize disposable food service containers containing single-use, non-compostable materials.

**11.040.070 - Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter is, for any reason, held to be invalid or unconstitutional by any court or competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The City Council hereby declares that it would have adopted the ordinance codified in this chapter and each section, subsection, subdivision, paragraph, sentence, clause, phrase and portion of this chapter irrespective of the fact that one or more, sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional. To this end, the provisions of this chapter are declared severable.

**Comparison of Regional Food Service Ware Ordinances**

<b>Ordinance Component</b>	<b>Del Mar</b>	<b>Carlsbad</b>	<b>Encinitas</b>	<b>Solana Beach</b>	<b>Coronado</b>	<b>Vista</b>
Food service ware must be reusable or compostable	Yes, in proposed ordinance.	Yes.	No.	Yes.	Yes.	No.
Expanded polystyrene prohibitions	Yes; existing prohibition for food service ware and packing materials.	Yes; only in restaurants.	Yes; applies to restaurants and retail.	Yes; applies to restaurants and retail.	Yes; applies to restaurants and retail.	Yes.
Prohibition of plastic food service ware accessory items such as straws, stirrers, and utensils	Currently made available only by request. Requested straws must be paper, biodegradable, or reusable.	All plastic is prohibited; must be reusable or compostable.	Yes; also bans retail sales of plastic straws and utensils.	Yes.	Yes.	No.
“Skip the Stuff” language	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: December 15, 2025

SUBJECT: Tentative Tract Map TTM18-004, Extension of Time  
Request for a Three-Year Extension of Time for an Eight-Lot Subdivision  
Reconfiguration of 18.1 acres known as “La Atalaya”

Applicant/Owner: La Atalaya, LLC  
Assessor Parcel Numbers (APNs): 299-200-65-00, 299-261-43-00, 299-261-42-00, 299-261-14-00, 299-192-24-00, 299-200-64-00, 299-200-62-00, and 299-200-63-00

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving a three-year extension of Tentative Tract Map TTM18-004 (Attachment A).

## BACKGROUND:

The subject eight parcels (property) are located on a total of 18.1 acres south of San Dieguito Road, north of Zapo Street, east of Gatun Road, and west of Serpentine Drive (Attachment B – Vicinity Map). The property is designated North Hills District in the Community Plan and is zoned R1-40 with Bluff, Slope and Canyon, Open Space, and Lagoon Overlay Zone designations. Two of the existing lots are developed with a single-dwelling unit while the remaining six are vacant. Surrounding uses are single-family residential in character.

On February 1, 2021, as recommended by the Planning Commission, the City Council held a public hearing and approved the La Atalaya project, which includes a Tentative Tract Map (TTM18-004), Conditional Use Permit (CUP18-004), and Coastal Development Permit (CDP18-016) to allow the reconfiguration of the eight existing legal lots to eight different legal lots and associated access improvements. Pursuant to City ordinance, the map complied with all Community Plan, Local Coastal Program, Del Mar Municipal Code, and State Subdivision Map Act requirements and was approved for twenty-four months, originally set to expire on February 1, 2023.

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City Council Action:

On February 3, 2023, the City Council approved an Extension of Time (EOT) that extended the approval of the map for an additional three years to expire on February 1, 2026.

The City Council resolution approving TTM18-004, CUP18-004, and CDP18-016 has been included as Attachment C. A copy of the approved Tentative Tract Map has been included as Attachment D. A copy of the Resolution approving the 2023 EOT has been included as Attachment E.

DISCUSSION/ANALYSIS:

The Applicant is requesting an additional EOT for TTM18-004. Pursuant to the Subdivision Map Act Government Code Section 66452.6(e), the Applicant can request one final three-year extension prior to the expiration of the map, resulting in a maximum extension period not to exceed six years, with total tentative map entitlement duration not to exceed a total of eight years, with a new expiration date of February 6, 2029.

The Tentative Tract Map (TTM) approval is a two-step process. The first step involves conditional approval of a Tentative Tract Map (TTM18-004), and the second step is the approval of a Final Map, which also requires approval by the City Council. At that time, the City Council is required to approve the Final Map if it is found to be in conformance with the previously approved TTM and all conditions of approval have been completed to the satisfaction of the City Engineer and Planning Department. The Applicant for TTM18-004 has yet to complete conditions of approval to request the Final Map.

The Applicant is requesting a three-year EOT for the approved Tentative Tract Map for TTM18-004 in order to have more time to construct the required Public Improvements per the conditions of approval for TTM18-004. If the City Council grants an EOT, the new expiration date for TTM18-004 would be February 6, 2029. An approved EOT would allow the Applicant additional opportunity to satisfy the conditions outlined in the attached Resolution (Attachment A). The conditions of approval in the attached Resolution are the same as those included in the previously approved City Council Resolution No. 2021-05 (Attachment C).

Although specific findings for the approval of an EOT request are not specified in Del Mar Municipal Code (DMMC) Title 24 (Subdivisions) or in the Subdivision Map Act, a finding that “there has been no material change in circumstances since the original approval of the application” is generally used in the approval of an EOT request. Staff finds that there has been no change in circumstances since the approval of TTM18-004 and the Tentative Tract Map meets all requirements of DMMC Title 24 and other applicable City regulations.

FISCAL IMPACT:

There is no fiscal impact or action to be taken by the City Council related to this agenda item. This is a private development proposal and all fees associated with the project processing have been paid by the Applicant. Additionally, all costs associated with any

future development of the subdivision, including required public improvements, would be paid by the Applicant or future owners of the subdivided lots.

**HOUSING IMPACT STATEMENT:**

This action would have no impact on housing as the TTM does not propose any loss of existing units or buildable lots.

**ENVIRONMENTAL IMPACT:**

The project is within the scope of the Mitigated Negative Declaration (MND) adopted by the City Council for the Tentative Tract Map. The MND includes a Mitigation Monitoring and Reporting Program (MMRP) for the proposed project that includes measures to ensure conformance with the applicable provisions of the Community Plan, Local Coastal Program, and Del Mar Municipal Code. There has been no material change in circumstances nor new environmental information or documentation presented in review of the extension of time revealing any new unidentified environmental impacts that had not been previously mitigated. Therefore, pursuant to the California Environmental Quality Act (CEQA), no new environmental clearance is required for the requested Tentative Tract Map Extension of Time.

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

This project is an operational item and does not relate to the City Council's Goals and Priorities.

- Attachment A – Adopting City Council Resolution TTM18-004 Extension of Time
- Attachment B – Vicinity Map
- Attachment C – City Council Resolution TTM18-004 (Resolution No. 2021-05)
- Attachment D – Tentative Tract Map 18-004

## RESOLUTION NO. 2025- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR APPROVING A THREE YEAR EXTENSION OF TIME FOR A TENTATIVE TRACT MAP (TTM18-004 EOT) TO SUBDIVIDE EIGHT LOTS TOTALING APPROXIMATELY 18.1 ACRES OF LAND KNOWN AS “LA ATALAYA” INTO EIGHT RECONFIGURED LOTS SOUTH OF SAN DIEGUITO DRIVE, NORTH OF ZAPO STREET, EAST OF GATUN STREET, AND WEST OF SERPENTINE DRIVE; TO MAKE RELATED ROADWAY AND UTILITY IMPROVEMENTS; IN THE CITY OF DEL MAR, CALIFORNIA

WHEREAS, La Atalaya, LLC (Applicant) is the owner of real property commonly referred to as “La Atalaya” identified by Assessor Parcel Numbers (APNs) 299-200-65-00, 299-261-43-00, 299-261-42-00, 299-261-14-00, 299-192-24-00, 299-200-64-00, 299-200-62-00, and 299-200-63-00; and

WHEREAS, on January 12, 2021, the Planning Commission recommended approval of Tentative Tract Map (TTM18-004) to City Council in conjunction with Conditional Use Permit (CUP18-004), and Coastal Development Permit (CDP18-016) at a duly advertised public hearing held in the manner prescribed by law; and

WHEREAS, on February 1, 2021, the City Council of the City of Del Mar after conducting a hearing in the form and manner required by law and, following the public hearing, conditionally approved Tentative Tract Map application TTM18-004 and Mitigated Negative Declaration (State Clearinghouse (SCH) #2020100558); and

WHEREAS, on February 6, 2023, the City Council of the City of Del Mar conducted a duly noticed public hearing and approved an Extension of Time for Tentative Tract Map (TTM18-004), as provided for by City of Del Mar Municipal Code and the Subdivision Map Act, with an expiration date of February 3, 2026; and

WHEREAS, the Applicant has applied for an additional Extension of Time for Tentative Tract Map (TTM18-004), as provided for by the City of Del Mar Municipal Code and the Subdivision Map Act; and

WHEREAS, the Subdivision Map Act California Government Code § 66452.6(e) allows under certain conditions that a Tentative Map may be extended by the City for a period not exceeding six years.”; and

WHEREAS, the project is within the scope of the adopted Mitigated Negative Declaration (SCH #2020100558), pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, the Applicant proposes to file a Final Map of said subdivision prior to expiration of the Tentative Tract Map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California that the Extension of Time for Tentative Tract Map, TTM18-004 EOT, be approved, based upon the following findings:

- a. There has been no material change in circumstances since the original approval of the Tentative Tract Map.
- b. The proposed map meets all of the requirements of the Subdivision Map Act and the Del Mar Subdivision Ordinance.
- c. The proposed map meets all applicable provisions of the Del Mar Municipal Code.
- d. The project is within the scope of the adopted Mitigated Negative Declaration pursuant to the California Environmental Quality Act, in that no new environmental information or documentation was presented in review of the requested time extension revealing any new unidentified environmental impacts which had not been previously mitigated. Therefore, pursuant to the California Environmental Quality Act (CEQA), no additional environmental clearance is required for the requested time extension and project will rely upon the previously adopted Mitigated Negative Declaration.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the approval is subject to the following conditions:

1. The Applicant shall abide by all previous conditions associated with TTM18-004 (Resolution No. 2021-05) and Mitigated Negative Declaration (SCH #2020100558).
2. TTM18-004 EOT shall expire on February 6, 2029. In accordance with California Government Code 66452.6(e), the Project is not eligible for any additional Extension of Time requests.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held the 15th day of December, 2025

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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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Leslie E. Devaney, City Attorney  
City of Del Mar

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

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2025-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 15<sup>th</sup> day of December 2025 by the following vote:

AYES:

NOES:

RECUSE:

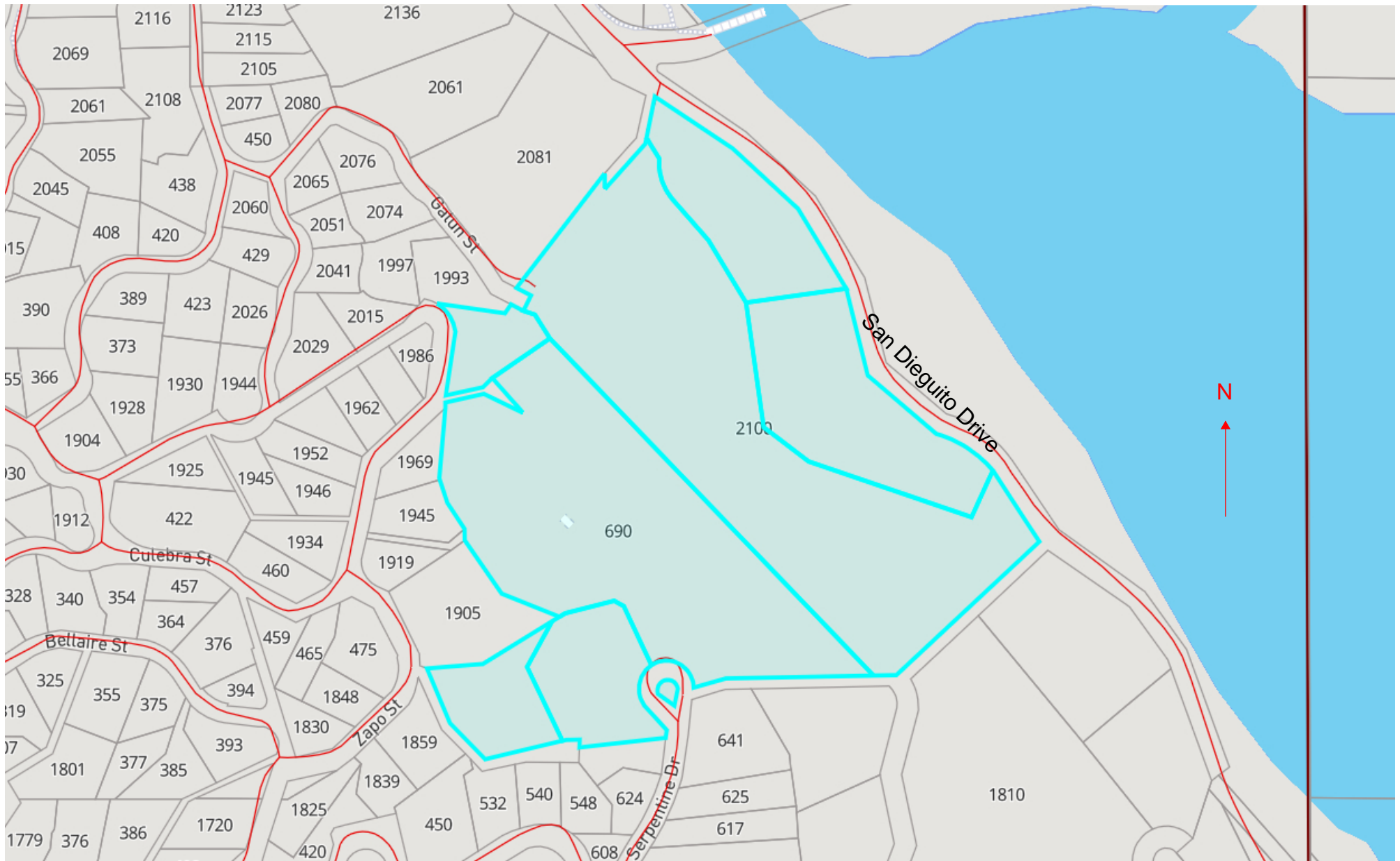
ABSENT:

ABSTAIN:

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

# Vicinity Map La Atalaya



1" = 302 ft	Sub Title	01/31/2023	
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This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

RESOLUTION NO. 2021-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, TO ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING REPORTING PROGRAM AND APPROVING A TENTATIVE TRACT MAP (TTM18-004), COASTAL DEVELOPMENT PERMIT (CDP18-016), AND CONDITIONAL USE PERMIT (CUP18-004) TO SUBDIVIDE EIGHT LOTS TOTALING APPROXIMATELY 18.1 ACRES OF LAND KNOWN AS "LA ATALAYA" INTO EIGHT RECONFIGURED LOTS SOUTH OF SAN DIEGUITO DRIVE, NORTH OF ZAPO STREET, EAST OF GATUN STREET, AND WEST OF SERPENTINE DRIVE; TO MAKE RELATED ROADWAY AND UTILITY IMPROVEMENTS

WHEREAS, La Atalaya, LLC (Applicant) is the owner of real property commonly referred to as "La Atalaya" identified by Assessor Parcel Numbers (APNs) 299-200-65-00, 299-261-43-00, 299-261-42-00, 299-261-14-00, 299-192-24-00, 299-200-64-00, 299-200-62-00, and 299-200-63-00; and

WHEREAS, the Applicant applied for a Tentative Tract Map (TTM18-004), Coastal Development Permit (CDP18-016), and Conditional Use Permit (CUP18-004), to reconfigure eight existing lots and make associated roadway and utility improvements; and

WHEREAS, the Project site is located within the R1-40 Zone (Very Low Density Residential), the Bluff, Slope and Canyon Overlay Zone (BSC-OZ), the Lagoon Overlay Zone (L-OZ), and the Open Space Overlay Zone; and

WHEREAS, the Project requests a Wetland Buffer reduction pursuant to Del Mar Municipal Code (DMMC) Section 30.53.100 in the L-OZ from 100 feet to 50 feet; and

WHEREAS, the City determined that the Project was subject to the California Environmental Quality Act (CEQA) and as such, prepared an Initial Study and Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2020100558) for the project. The IS/MND was prepared in accordance with applicable law, including CEQA, Public Resources Code of Regulations section 21000 et seq., the CEQA Guidelines, 14 California Code of Regulations section 15000 et seq., and the City's Supplemental CEQA Regulations. The IS/MND was circulated for a 30-day review period to the public, responsible agencies, and other interested persons for review and comment for between October 29, 2020 to November 30, 2020; and

WHEREAS, written comments were received on the IS/MND during the 30-day review period; and

WHEREAS, the IS/MND concluded that the implementation of the Project will have less than significant impacts with mitigation measures included for potential adverse impacts to Biological Resources, Cultural Resources, Noise, and Tribal Cultural Resources; and

WHEREAS, under CEQA, a lead agency makes a determination on a Project requiring the implementation of measures to mitigate or avoid significant effects on the environment; and CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) to ensure compliance with the mitigation measures during Project implementation. As such, a MMRP has been prepared for the Project for consideration by the City of Del Mar City Council as the decision-maker and lead agency for the Project; and

Whereas, the City of Del Mar City Hall located at 1050 Camino del Mar, Del Mar, CA 92014 (online at [www.delmar.ca.us](http://www.delmar.ca.us)) is the custodian of the documents and other material which constitutes the record of proceedings upon which a decision is based; and

WHEREAS, on January 12, 2021, the Planning Commission of the City of Del Mar held a public hearing to consider a recommendation to the Del Mar City Council regarding adoption of the IS/MND and MMRP and approval of TTM18-004, CDP18-016, and CUP18-004, and at which time all persons desiring to be heard were heard; and

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

- a. Plans submitted by the Applicant.
- b. Written information submitted with the application.
- c. Oral testimony from Staff, the applicant, and the public.
- d. Staff report, dated January 12, 2021, which is incorporated by this reference, as though fully set forth herein.
- e. Additional information submitted during the hearing; and

WHEREAS, the Planning Commission received testimony from neighboring properties primarily concerned by potential impacts related to the relocation of a public sewer line from proposed Lot 1 into the adjacent unimproved public alley and the improvement of a service road to access an existing manhole in a public alley; and

WHEREAS, on January 12, 2021, the Planning Commission of the City of Del Mar recommended to the City Council adoption of the IS/MND and MMRP and approval of TTM18-004, CDP18-016, CUP18-004, and SV20-001; and for staff to research alternatives to the sewer and alley improvements adjacent to proposed Lot 1; and

WHEREAS, staff from the Planning and Community Development Department met with the City Engineer/Public Works Director who determined that the sewer relocation and alley improvements adjacent to proposed Lot 1 could be re-evaluated at the time of any future residential development and that alternatively the requirement of an easement over the existing sewer line would be an appropriate condition of approval for the TTM; and

WHEREAS, on January 19, 2021, the Applicant submitted a revised TTM to omit the sewer and alley improvements; and

WHEREAS, on February 1, 2021, the City Council of the City of Del Mar held a public hearing to consider adoption of the IS/MND and MMRP and approval of TTM18-004, CDP18-016, and CUP18-004, and at which time all persons desiring to be heard were heard; and

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

- a. Plans submitted by the Applicant.
- b. Written information submitted with the application.
- c. Oral testimony from Staff, the applicant, and the public.
- d. Staff report, dated February 1, 2021, 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, California, that the City Council adopts the Mitigated Negative Declaration (SCH No. 2020100558) for Project and the associated Mitigation Monitoring and Reporting Program, based on the following findings:

1. That the revised Mitigated Negative Declaration (SCH No. 2020100558) for the Project has been prepared in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code Section 21000 et seq.), as amended, and the CEQA Guidelines thereto (14 California Code of Regulations Section 15000 et seq.);
2. That the MND for the Project reflects the independent judgment of the City of Del Mar as the lead agency;
3. That the MND for the Project is accurate and complete.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that the Tentative Tract Map (TTM18-004) for the above-mentioned subdivision of property be approved based upon the following findings:

1. The proposed map is consistent with the Del Mar Community (General) Plan in that the proposed residential use and density of development are permitted under the General (Community) Plan requirements;
2. As conditioned, the design and improvement of the proposed subdivision is consistent with the General (Community) Plan in that the design provides sufficient lot area and street access for proper development;
3. The site is physically suitable for the type of development in that the lot is capable of supporting the proposed residential subdivision and potential future development in the R1-40 Zone;

4. The site is physically suitable for the proposed density of development in that the project is within the standards specified in the Del Mar Subdivision and Zoning Ordinances;
5. As conditioned, the design of the subdivision and the proposed improvements are not anticipated to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, as determined by CEQA review analyzed in the IS/MND;
6. As conditioned, the design of the subdivision and the type of improvements are not anticipated to cause serious public health problems, as determined by CEQA review analyzed in the IS/MND;
7. The design of the subdivision and the type of improvements will not conflict with any easements acquired by the public at-large and which are recorded or established by judgment of a court of competent jurisdiction;
8. The proposed map meets the requirements of the Subdivision Map Act and the Del Mar Subdivision Ordinance, and has been approved by the City Engineer as being consistent with those requirements; and
9. All provisions of the Del Mar Municipal Code pertaining to subdivisions are met.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that Coastal Development Permit (CDP18-016) for the above-mentioned subdivision of property and associated roadway and utility development be approved based upon the following findings:

1. That the use for which the CDP is applied is permitted within the zone in which the property is located;  
  
The reconfiguration of land for eight lots intended for residential use is permitted within the R1-40 (Very Low Density Residential) Zone in which the property is located;
2. That the proposal meets the criteria of the applicable chapters of this Title;  
  
The proposed project, as conditioned, meets the criteria of the applicable chapters of the Del Mar Zoning Code, specifically Chapter 30.10 (R1-40, Very Low Density Residential), Chapter 30.52 (Bluff, Slope and Canyon Overlay Zone), Chapter 30.53 (Lagoon Overlay Zone), Chapter 30.60 (Open Space Overlay Zone), Chapter 30.61 (Public Access), and Chapter 30.80 (Parking);
3. That the granting of such Coastal Development Permit will be in conformity with the certified City of Del Mar Local Coastal Program (LCP);

The CDP, as conditioned, will be in conformity with the certified City of Del Mar LCP with respect to resource protection standards, avoidance of hazards regulations and public access standards;

4. That for all development proposals located seaward of the first public roadway, the proposed development is consistent with and implements the applicable requirements for provision of public access contained in this Title and in the public access and public recreation policies of Chapter 3 of the California Coastal Act;

The development, which is located within an identified Public Access Trail site along the frontage of proposed lots 5-8 in the City's Land Use Plan of the City's Local Coastal Program, as conditioned, is consistent with and implements the applicable requirements for provision of public access contained in City's certified LCP and in the public access and public recreation policies of Chapter 3 of the California Coastal Act;

5. That for all development proposals involving the construction or placement of a shoreline protection device, that the proposed development is consistent with and implements the applicable requirements of the Beach Overlay Zone and Setback Seawall Zone provisions contained in this Title and is consistent with and implements the provisions of the Chapter Three Policies of California Coastal Act;

Due to the site's location, no shoreline protection devices are proposed or required as part of this project;

6. That the proposal is consistent with and implements the provisions of public view protection Policies IV-22 through IV-27 of the City of Del Mar LCP Land Use Plan;

The project is consistent with and implements the provisions of public view protection policies of the City's certified LCP, including those of the LCP Land Use Plan;

7. That for all development proposals on sites with identified wetland resources, that the proposed development is consistent with and implements the provisions of the Lagoon Overlay Zone as contained within the City of Del Mar Local Coastal Program Implementing Ordinances and Land Use Plan;

The development proposal, which is partially located in the L-OZ, as conditioned, is consistent with and implements the provisions of that L-OZ, as contained within the City's LCP Implementing Ordinances and Land Use Plan.

**AND BE IT FURTHER RESOLVED** by the City Council of the City of Del Mar, California, that Conditional Use Permit (CUP18-004) for the above-mentioned subdivision

of property and the associated roadway and utility improvements be approved based upon the following findings:

1. That the use for which the Conditional Use Permit is applied for is permitted within the zone in which the property is located;

The current request to improve a private street referred to as "La Atalaya Way" and the potential future development of single-family residences with associated amenities are permitted in the R1-40 Zone, BSC-OZ, and the L-OZ;

2. That the granting of such Conditional Use Permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and zone in which the property is located;

The established character of the surrounding neighborhood is one of single-family residences and vacant residential lots located within the R1-40 Very Low Density Residential Zone, BSC-OZ, Open Space Zone, and the L-OZ. The project has been reviewed to ensure that it would not adversely affect the natural resources found in the referenced Overlay Zones. As the application for subdivision only proposes a reconfiguration of lots with no net new lots created, and associated roadway and utility improvements at this time, any other potential improvements have been shown for conceptual and environmental review purposes (the project does not include the development of new residences). As such, the granting of the CUP would not be injurious to the property or improvements in the vicinity of the site;

3. That the proposed use is properly located in relation to the community as a whole and to other land uses and to transportation and service facilities in the vicinity; and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;

The proposed residential use is properly located within the community. Any future development of a single-family residence would be an allowed use within the R1-40 Zone and associated Overlay Zones. As conditioned, this subdivision project involving the re-configuration of eight legal parcels of land into eight zoning and subdivision compliance residential parcels would not place an undue burden upon public streets or public facilities. Further, the proposed request includes the vacation of two public easements and one undeveloped "paper alley" all of which are no longer in use and not needed for future City services in the area;

4. That the site is of sufficient size to accommodate the proposed use and all yards, open spaces, walls and fences, parking, loading, landscaping and such other features as are required by this Chapter or as are needed, in the opinion

of the Planning Commission, or City Council on appeal, are properly provided to be compatible and harmonious with nearby uses;

The requirements of the R1-40 Zone call for a minimum lot size of 40,000 square feet in area. The eight developable lots would result in at least a 40,000 square feet minimum lot size required for the R1-40 Zone. The lots are of sufficient size to accommodate all uses and improvements required by the zone while maintaining the required yards, steep slope setback areas, and 50-foot wetland buffer areas of the R1-40 Zone, BSC-OZ, and L-OZ;

5. That the granting of such Conditional Use Permit will not be contrary to the adopted Community Plan, including its goals, objectives, or policies, or to the objectives of any ordinance, regulation, or plan in effect to implement said Community Plan;

This CUP request involves a proposal to reconfigure eight lots of approximately 18.1 acres of land into eight different lots and to construct roadway and utility improvements within the BSC-OZ and L-OZ. As proposed and conditioned, the subdivision would be consistent with the use, density, and property development standards of the R1-40 Zone; the standards for protection of sensitive natural resources of the BSC-OZ and L-OZ; and the access, public view, and resource protection standards of the City's certified LCP.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that the steep slope encroachment required for the private street improvement across proposed Lots 5-8 be approved based upon the following finding:

1. Pursuant to DMMC Section 30.52.060A1.d, improvements are allowed to encroach into the steep slope area by 10% when less than 75% of the site contains steep slopes and a finding can be made that there is no feasible alternative to slope encroachment;

The private street improvements encroach into the steep slope areas by approximately 4%, which is less than the allowable 10%. The new roadway would be roughly located where the existing driveway currently crosses the existing two lots, so placement of the new road in the existing location would minimize the amount of new disturbance to the steep slopes and steep slope setbacks. Given the steep slopes to the south and the wetland buffer to the north of the lots, it appears that slope encroachment is required in order to have an adequate building site outside of the protected resources for future residences.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that as required by the Bluff, Slope, and Canyon Overlay Zone for the above-mentioned subdivision of property be approved based on the following findings:

1. The proposed design and improvements of the subdivision will be consistent with the criteria of the Bluff, Slope, and Canyon Overlay Zone;

The proposed design and improvements of the subdivision would be consistent with the criteria of the BSC-OZ in that each lot has demonstrated that there are buildable areas outside of the steep slope and steep slope setbacks;

2. No subdivision shall be approved which creates a lot or lots that are composed entirely or nearly entirely of substantial steep slopes as defined in this Chapter;

The subdivision has been created in such a way that each of the vacant lots would have a maximum of 75.1% or less steep slopes which leaves a building site of 25% or greater outside of the substantial steep slopes;

3. No subdivision or boundary adjustment shall be approved for creation or realignment of a lot(s) that would be incapable of supporting subsequent construction with the provision of the steep slope setbacks specified in the Bluff, Slope, and Canyon Overlay Zone;

As designed, the subdivision has demonstrated the ability to support construction outside of the steep slopes and steep slope setbacks.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that the request for a wetland buffer reduction pursuant to DMMC Section 30.53.100(B) from 100 feet to 50 feet for proposed Lots 5-8 be approved based upon the following finding:

1. That the physical characteristics of the site, such as the size and dimensions of the property are adequate to protect the resources of the adjacent wetlands, based on site-specific factors. When making such a finding, the Planning Commission shall, in consultation with the California Department of Fish and Game, consider site-specific factors such as the type and size of the development proposed; the mitigation measures provided (such as planting of vegetation or construction of fencing); elevation differentials which may exist between the proposed development and wetland areas; the need for upland transitional habitat; or other similar factors which will serve to contribute to the purposes of a wetland buffer area;

A 50-foot wetland buffer is appropriate because of the location of San Dieguito Drive, the existing onsite historic Snake Wall, which consists of a six-foot-tall masonry barrier that isolates the project boundary from off-site wetland resources, and the inclusion of an open space easement which would protect 0.51 acres of Southern Maritime Chaparral. The Snake Wall has served well to prevent domestic animals from obtaining access into the wetlands. Implementation of a full 100-foot wetland buffer does not appear the security of the San Dieguito wetlands and reduction in the wetland buffer does not appear to result in any further protection of the wetlands from the existing conditions in any way. However, establishment of a 100-foot wetland buffer would substantially limit the future potential development of the parcels at the northern

portion of the site further into the steep slopes. This would result in an adverse impact upon Southern Maritime Chaparral and could create potential visual impacts. Further, the City has received concurrent from California Department of Fish and Wildlife for a reduction in wetland buffer from 100 feet to 50 feet.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that as required by the Lagoon Overlay Zone for the above-mentioned subdivision of property be approved based on the following finding:

1. No subdivision shall be approved unless a finding is made that the proposed design of the subdivision and its improvements will be consistent with the criteria of the Lagoon Overlay Zone. Specifically, no subdivision shall be approved for creation of a lot(s) which would be incapable of either: 1) supporting the construction of a use allowed within the underlying zone; or 2) supporting such construction with provision of the applicable wetland setbacks and other resource protection measures required pursuant to this Chapter. In reviewing the subdivision proposal, there shall be consideration of the probable impacts that the project, including subsequent development on the lot(s), will have on preservation of wetlands resources;

As evidenced by a Future Development Planning Study, in the event that future development of new residence(s) on the six vacant lots could be supported outside of the proposed 50-foot wetland buffer and would be required to meet the development standards of the L-OZ.

AND BE IT FURTHER RESOLVED by the City Council of the City of Del Mar, California, that applications TTM18-004, CDP18-016, and CUP18-004 are approved subject to the following conditions:

*[Note: The conditions listed below may have intentional gaps in numbering or lettering.]*

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 required Business License and shall retain copies of said permits on site for verification by City staff.

**G-3** *[Development Authorization Limited to Plan Set]*

The approvals are granted based on submitted plans dated January 19, 2021 and so identified by the staff of the Del Mar Planning and Community Development Department. Revisions to these plans and/or any proposals for modification shall require review and prior authorization from the appropriate entities of the City of Del Mar.

**G-4 [Encroachment Permit for Work in Right-of-Way]**

Any work proposed or required within a City of Del Mar public right-of-way or access easement, or required within a public right-of-way or access easements pursuant to the conditions of approval of this actions, shall be subject to the prior receipt of a City of Del Mar Encroachment Permit. Applications for Encroachment Permits shall include plans depicting all proposed private and public improvements including, but not limited to, improvements involving drainage, grading and/or public utilities. The required Encroachment Permit shall be subject to review and approval by the City of Del Mar in accordance with the procedures set forth in the DMMC and may include requirements for inspections and/or submittal of a security deposit(s). Please note that Design Review Board or Planning Commission approval of plans indicating right-of-way improvements does not constitute approval of the separately required Encroachment Permit.

**G-5 [Requirement for Development/Building Permits]**

Prior to commencement of work, the applicant or agent shall obtain all required Development/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 or other applicable City regulations in effect at the time of Development/Building Permit issuance, unless specifically waived in this approval authorization.

**G-11 [Plan for Construction-Phase Impacts]**

Prior to issuance of Development/Building Permits or commencement of project implementation (whichever comes first), the applicant shall provide a plan for construction-phase parking and equipment/materials storage for the project. The plan must include the following:

- a. Identification of an on-site material storage location;
- b. Identification of an on-site equipment storage location;
- c. Identification of at least two on-site parking spaces which will remain available throughout the duration of the project;
- d. Location of any temporary sanitary facilities;
- e. A note stating that "If on-street parking is utilized, a minimum street access clearance of 20ft. will be maintained";
- f. Map displaying any/all haul routes; and
- g. Contact information (phone number and Email) for the on-site supervisor(s);
  1. This information must also be posted on-site in a location which is readily visible from the public right-of-way for the duration of the project.

The plan required herein shall be subject to the review and written approval of the Planning and Community Development Director, working in consultation with Parking Enforcement and Public Works Departments. Haul routes and work and/or storage of material or equipment within a City right-of-way will require the receipt of an Encroachment Permit. The requirements mentioned above may be modified by the

Planning and Community Development Director upon a determination that sufficient alternatives have been proposed which achieve a similar level of compliance.

G-11A In addition to the submittal of a Construction Phase Impact Plan, the applicant must place a Construction Parking Placard in all vehicles associated with the project which will be parked off-site. The placard must remain in plain view on the dashboard of the vehicle throughout the duration of the project. A Construction Parking Placard can be obtained from the City of Del Mar Planning and Community Development Department.

**G-13 [Permit Expiration]**

The Conditional Use Permit (CUP18-004) and Coastal Development Permit (CDP18-016) shall each expire three (3) years from the date of approval. The Tentative Tract Map (TTM18-004) shall expire twenty-four (24) months after its approval or conditional approval by the City Council. Upon application received at a meeting of the City Council at least sixty (60) days prior to the expiration of TTM18-004, the City Council may extend the time of expiration for a period not to exceed three (3) years from the date of approval of TTM18-004.

**G-14 [Preconstruction Meeting]**

Prior to any demolition, construction, and/or land disturbances occurring on-site, a pre-construction meeting shall be held. Attendees to this meeting shall include representatives from the City of Del Mar's Planning and Community Development Department, City Engineer, the Project Contractor/Superintendent, the Project Architect, the Project Engineer, the property owner and any others essential for the proper implementation and completion of this project. At a minimum, the following issues shall be reviewed at this meeting:

- a. City of Del Mar inspection requirements.
- b. Process for requests for plan modification and determinations of substantial conformance.
- c. Discretionary permit conditions and requirements.
- d. Construction hour limitations and noise standards.
- e. Construction access and parking including equipment/materials storage and maintenance.
- f. Work within public rights-of-way and/or easements.
- g. Stormwater Best Management Practices.
- h. Tree-preservation requirements.
- i. Demolition permit requirements.
- j. Signage requirements/limitations.
- k. Neighborhood impact issues.
- l. Key contact information.
- m. Business license requirements.
- n. Construction and demolition waste diversion requirements
- o. Any other pertinent construction related activities and or information.

**G-15 [Statement of Accuracy/Agreement Regarding Third-Party Lawsuits]**

Prior to the issuance of Building Permits or project commencement, whichever comes first, the applicant shall submit a statement regarding the accuracy of submitted plans/materials and agreeing to hold the City of Del Mar harmless from third-party lawsuits filed challenging the City's approval of these approvals. The agreement shall also include a commitment to defend the City of Del Mar from any third-party lawsuits filed challenging the City's approval of this permit. The form and content of the statement and agreement required herein shall be subject to the review and approval of the Planning and Community Development Director.

**G-16 [Compliance with City Noise Regulations]**

The applicant and all parties involved with implementation of the project shall comply with the regulations of the DMMC with regard to construction noise. The regulations stipulate that all construction activities are limited to the following periods: between 7:00 a.m. and 7:00 p.m. Monday through Friday, and between 9:00 a.m. and 7:00 p.m. on Saturdays. Construction activities are prohibited during other hours and on Sundays and City Holidays. The City's Noise Ordinance, Chapter 9.20 of the Del Mar Municipal Code, includes the dates of City Holidays, and can be viewed on the City's web page ([www.delmar.ca.us](http://www.delmar.ca.us)).

**G-17 [Dig Alert]**

Prior to excavation or trenching, the applicant shall call Underground Service Alert of Southern California (Dig Alert at 800-227-2600) for a mark out of service utilities.

**G-18 [Rules for Construction-Related Signage]**

All construction-related signage posted at the project site shall comply with DMMC Chapter 30.84 (Signs). The pertinent sections of the Sign Chapter allow installation of a total 5.5 square feet of temporary signage on a residential property (that is cumulative of all signs posted). Such signs may be posted for a maximum of sixty (60) days in a calendar year.

The restrictions noted above do not apply to the Development Pending, Construction Noise Notice and Building Permit signs required by the City as part of the project review process.

All construction related signage, including City required signs, shall be removed prior to final approval of the project.

**Fire Conditions:**

**F-2 [Access Road Minimum Dimensions]**

Any new fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet and an unobstructed vertical clearance of 13 feet 6 inches. Exception: Single-Family residential driveways serving no more than two (2) single-family dwellings shall have minimum of 16 feet, curb line to curb line, of unobstructed improved width. Access roads shall be designed and maintained to support the imposed loads of not less than 75,000 pounds and shall be provided with an approved paved surface to provide all-weather driving capabilities.

- The fire apparatus access road shall comply with the requirements of California Fire Code (CFC) Section 503 with local amendments and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building.
- Any existing access roadways shall be required to meet Access Road Minimum Dimension requirements, pursuant to the CFC with local amendments, in place at the time of new development on any of the proposed parcels.

**F-4 [Dead Ends]**

Any new dead-end fire access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. A cul-de-sac shall be provided in residential areas where the access roadway serves more than four (4) structures. The minimum unobstructed paved radius width for a cul-de-sac shall be 36 feet in residential areas with no parking.

- Any existing access roadways shall be required to meet Dead End requirements, pursuant to the CFC with local amendments, in place at the time of new development on any of the proposed parcels.

**F-5 [Grade]**

The gradient for a new fire apparatus access roadway shall not exceed 20.0%. Grades exceeding 15.0% (incline or decline) shall not be permitted without mitigation. Minimal mitigation shall be a surface of Portland cement concrete, with a deep broom finish perpendicular to the entire direction of travel. Additional mitigation measures may be required where deemed appropriate. The angle of departure and angle of approach of a fire access roadway shall not exceed seven degrees (12 percent).

- Any existing access roadways shall be required to meet the grade requirements, pursuant to the CFC with local amendments, in place at the time of any new development on the proposed parcels.

**F-6 [Gates]**

All new gates or other structures or devices, which could obstruct fire access roadways or otherwise hinder emergency operations, are prohibited unless they meet standards approved by the Fire Department. An approved emergency key-operated switch and/or an approved emergency traffic control-activating strobe light sensor shall be installed per Del Mar Fire Department standards.

**F-7 [Response Maps]**

Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in one of the following formats (AutoCad DWG, DXF, ESRI shapefile, ESRI personal geodatabase, or XML format) and shall be charged a reasonable fee for updating all response maps.

**F-8 [Construction Materials]**

Prior to delivery of combustible building construction materials to the project site all of the following conditions shall be completed to the satisfaction of the Fire Department:

1. All wet and dry utilities shall be installed and approved by the appropriate inspecting department or agency;
2. As a minimum the first lift of asphalt paving shall be in place to provide a permanent all-weather surface for emergency vehicles; and
3. Water supply for fire protection (fire hydrants and standpipes) shall be installed, in service and accepted by the Fire Department and applicable water district.

**F-10 [Obstruction of Roadways During Construction]**

All roadways shall be a minimum of 20 feet in width during construction and maintained free and clear, including the parking of vehicles, in accordance with the California Fire Code and the Del Mar Fire Department.

**F-11 [Fire Hydrants and Fire Flows]**

The applicant shall provide fire hydrants of a type, number, and location satisfactory to the Del Mar Fire Department. A letter from the water agency serving the area shall be provided that states the required fire flow is available. Fire hydrants shall be of a bronze type. Multi-family residential or industrial fire hydrants shall have two (2) 4" inch and two (2) 2 ½" inch NST outlets. Residential fire hydrants shall have one (1) 4" inch NST outlet, and one (1) 2 ½" inch NST outlets.

**F-12 [Fuel Modification Zones/Fire Breaks]**

The applicant shall provide and maintain fire/fuel breaks to the satisfaction of the Del Mar Fire Department. Fire/fuel breaks size and composition shall be determined by the Fire Department and shown on the improvement /grading plans and final map and building plans.

**F-13 [Address Numbers]**

Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a ½" inch stroke width for residential buildings, 8" high with a ½" stroke for commercial and multi-family residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear access doors, building corners, and entrances to commercial centers.

**F-14 [Address Numbers for Structures Located Off Roadway]**

Where structures are located off a roadway on long easements/driveways, a monument marker shall be placed at the entrance where the easement/driveway intersects the main roadway. Permanent address numbers with height conforming to Fire Department standards shall be affixed to this marker.

**F-15A [Automatic Fire Sprinkler System-One- and Two-Family Dwellings]**

Structures shall be protected by an automatic fire sprinkler system designed and installed to the satisfaction of the Fire Department. Plans for the automatic fire sprinkler system shall be approved by the Fire Department prior to installation.

**F-16 [Fire Resistive Construction Requirements for Wildland/Urban Interface Areas]**

Structures shall meet all wildland/urban interface standards to the satisfaction of the Fire Department. Structures shall comply with current California Building Code Chapter 7A.

**F-18 [Class "A" Roof]**

All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Del Mar Fire Department.

**Local Coastal Program:**

**LCP-1 [Prohibition on Grading During the Rainy Season]**

In accordance with DMMC Sections 30.52.120 A4 and 30.53.140 C no grading shall occur between November 15<sup>th</sup> of any year and March 15<sup>th</sup> of the following year, unless specifically authorized through the written approval of the Planning and Community Development Department Director.

**LCP-2 [Coastal Development Permit Appealable]**

This project is located within the Coastal Appeal Zone. The City's action on CDP18-016 may be appealed to the California Coastal Commission pursuant to Coastal Act Section 30603 and DMMC Chapter 30.75.

**Special Conditions:**

**SC-1 [Indemnification]**

The permittee/owner shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Del Mar, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval or permit. The City will promptly notify the permittee/owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

**SC-2 [Open Space Deed Restrictions]**

Prior to City Council approval of the Final Map, the applicant shall record the following open space deed restriction against the deed for the property:

1. An open-space deed restriction shall apply to the area of the 50-foot wetland buffer along Lots 5-8. The purpose of the deed restriction is to preclude development that would encroach into or cause impacts to the San Dieguito Lagoon and wetlands. The deed restriction shall prohibit the development and/or placement of structures or landscaping in the affected area. Prior to recordation, the form and content of the easement language shall be reviewed and approved by the City.

**SC-3 [Requirement for Design Review and Land Conservation Permits]**

In accordance with the DMMC, implementation of the proposed CDP and CUP shall be subject to the separate receipt of valid DRB and LC permits. Implementation of the CDP and CUP granted herein shall be subject to compliance with all terms and conditions of said DRB and LC permits.

**SC-4 [Recordation of Access Easements]**

Prior to the recordation of the Final Map, the applicant shall provide evidence of all required recorded easements for continued use of that portion of the private access drive that extends over off-site properties. The form and content of the easement(s) shall be subject to the review and approval of the Planning and Community Development Director.

**SC-5 [Satisfaction of Requirements of Related Alley/street Vacation]**

Prior to the recordation of the Final Map, the applicant shall provide evidence that all conditions of approval of the Street/Alley Vacation for that portion of the un-named alley adjacent to Lots 2 and 4 that were approved by the City Council, and that all required documents have been executed and, where applicable, recorded against the deed for the properties. The submitted evidence shall be subject to the review and approval of the Planning and Community Development Director.

**SC-6 [Prohibition of Highly Invasive Vegetation]**

California Invasive Plant Council (Cal-IPC) high rate plants shall not be included on any site plan, landscape plan, or development proposal located within the boundaries of the TTM18-004 subdivision.

**SC-7 [Protection of Snake Wall]**

The "Snake Wall" masonry perimeter wall shall be protected in place. Modifications to the wall may be considered, provided all City approvals have been obtained and compliance with Mitigation Measure CUL-1 (Snake Wall Modification) is demonstrated, for access to Lot 1 and as required by the City to address health and safety concerns or to satisfy any other conditions of the subdivision approval associated with Lot 1 or any other lot.

**Engineering Conditions:**

**E-1 [Private Access Road]**

Prior to issuance of approval of the Final Map, the applicant shall prepare and receive approval for, a private Roadway and Utility Plan for the access drive to Lot 5, 6, 7 and 8. The required Plan shall also include the installation of those measures necessary to provide sewer, water, storm drain, and other utilities to serve the proposed project.

In addition to identifying the manner in which access and utilities are to be provided, the Improvement Plans shall address the following:

E-1A The manner in which storm water from the project site and its impervious surfaces will be collected and conveyed to public storm water runoff systems;

E-1B The discharge location of proposed storm drains as depicted in approved TM 18-004;

- E-1C The grading required to install utility lines and widen access driveway/private roadway (known as La Atalaya Way);
- E-1D The location and size of the existing or proposed utilities to serve the proposed project (i.e., sewer, water, storm drain, etc.);
- E-1E Applicant shall design La Atalaya Way (from San Dieguito Drive) to accommodate a Fire Truck turning south bound onto the Alley from east bound San Dieguito Drive. Additionally, the applicant shall ensure that a Fire Truck can make a left-hand turn from the Alley onto east La Atalaya Way and make the hammer head turn at the terminus of La Atalaya Way. Applicant shall make any modifications to the Alley and La Atalaya Way to ensure emergency vehicle access in and out the development. This may include removal and reconstruction of existing facilities;
- E-1F All proposed utilities within the project shall be installed underground in accordance with current utility engineering practices. Existing aerial utilities shall be removed and/or placed underground, as required by the City Engineer;
- E-1G Letter(s) of permission to grade/improve from adjoining property owner affected by the Access Road shall be obtained. The applicant shall also furnish proof to the City Engineer of the acquisition of all necessary rights of entry, permits and/or easements for the construction of off-site temporary or permanent road and drainage improvements prior to any construction within these areas;
- E-1H San Dieguito Drive shall have dig-outs performed and be Slurry Sealed (full width) adjacent to the property frontage, as indicate on Tentative Map or as directed by the City Engineer (or representative) in the field;
- E-1I A Private Road Maintenance agreement shall be incorporated into the CC&R for the project;
- E-1J Applicant shall comply with all applicable requirements of the Uniform Fire Code and Fire Marshall requirements;
- E-1K The applicant shall pay for and install all street name signs, traffic regulatory and warning signs, and any necessary street striping and markings required by the City Engineer. Street striping and markings shall be raised ceramic markers or thermoplastic material, as directed by the City Engineer. The applicant shall also pay for and install blue reflective markers two feet (2') off the center line of the street line adjacent to all fire hydrants;
- E-1L Any existing City Improvements, within the public right-of-way that are damaged by the applicant or his agents or employees, shall be repaired by the applicant at his own expense;
- E-1M The proposed on-site storm drain system shall be constructed to the satisfaction of the City Engineer;
- E-1N The applicant shall comply with all applicable National Pollutant Discharge Elimination System (NPDES) requirements to the satisfaction of the City Engineer;
- E-1O The removal and replacement of the existing perimeter wall at the easterly intersection of San Dieguito Drive and the un-named alley shall be performed to accommodate the line of site requirements established by the

- City Traffic Engineer. All as depicted on sheet 6 of the approved Tentative map;
- E-1P Following construction completion, the project Engineer shall inspect as-built improvements. Significant discrepancies, if any, between the approved plans and as-built conditions shall be brought to the attention of the Planning and Community Development Department and City Engineer. An as-built plan prepared by the project Engineer will be required. Prior to final sign-off by the City Engineer, the project designer shall sign the as-built plan indicating that the project was completed in accordance with said plan;
- E-1Q The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow as specified by the Fire District. Fire flow calculations must include water pressures as specified by the City Engineer. All hydrants shall be tested to ensure actual flows meet or exceed Fire District requirements and the City of Del Mar requirements. The applicant shall provide written acceptance of these flows by the Fire District;
- E-1R Applicant will pay a \$6,000 in-lieu fee for the planned Riverpath Phase III trail extension;
- E-1S The applicant shall provide joint trenching for telephone, gas, electric, cable TV and fiber optic service for every vacant parcel; and
- E-1T The public improvements listed above the applicant shall post a security in the form of a bond or cash deposit valued at 150% of the estimated costs of the required improvements. The development agreement shall include the stipulation that all improvements for which security is being posted will be completed within 24 months of the date of approval of the plans. Upon completion of the work to the satisfaction of the City Engineer, the cash deposit or security shall be returned to the applicant, less any amount utilized by the City as outlined in the agreement, and less 25% of approved engineer's estimate, which will be retained as a warranty security. The warranty security shall be held pending City inspection one (1) year following completion of the work. The warranty security may be used at that time to correct deficiencies, if any, and the remainder returned to the applicant. Agreements shall be of a form and type acceptable to the Planning and Community Development Director, City Engineer and City Attorney.

**E-2 [Separate Permits for Off-site Work]**

All improvements to off-site facilities, including the provision of access road and/or utility lines as proposed or required pursuant to the conditions of these approvals, shall be subject to the receipt of separate City permits, as applicable.

**E-3 [Drainage Plan for Lots Affected by Private Access Road]**

Prior to the issuance of Permits, the applicant shall provide a detailed Drainage Plan for the project prepared by a Registered Civil Engineer. The Plan shall be prepared in accordance with the latest edition of the City's "Applicant's Guide to Procedures for a Grading Permit" and shall be subject to the review and approval of the Planning and

Community Development Department Director in consultation with the City Engineer. The Plan required herein shall be prepared to minimize the amount of impervious surface area of the development and to maximize the on-site dissipation of storm water run-off. The Plan shall be in compliance with applicable NPDES stormwater requirements and shall incorporate the use of "Best Management Practices" (BMPs) to control runoff or discharge onto the City rights-of-way and to avoid run-off onto adjacent private properties.

In addition to the considerations listed above, the Plan shall also address/incorporate the following:

- E-3A A topographical map indicating property lines, topographic features and existing and/or proposed structures prepared by a Registered Civil Engineer or a Licensed Land Surveyor. Said map shall include two-foot contour lines and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. Said map shall also show entire property boundary including any assumed found monuments, and bearings and distances based on record information. Survey shall extend minimum 25 feet beyond limits of work;
- E-3B The location of all existing or proposed easements within the property boundary;
- E-3C The methods for providing temporary erosion control during the construction phase of the project, complete with the inclusion of standard erosion control notes;
- E-3D The manner in which drainage shall be controlled to eliminate the discharge of nuisance water and to ensure that existing or proposed private pipe outlets will not convey or discharge nuisance water onto adjacent properties or into the public right-of-way (i.e., from irrigation, pool/spa/water feature splash run-off, planter area drains, French drains, etc.);
- E-3E Depict the existing and proposed sewer and water mains and laterals serving the residence;
- E-3F Include a Hydrology/Hydraulic Report prepared by a Registered Engineer that addresses how storm water will be adequately collected and conveyed on and across the proposed development and access roadways. The report shall also address the tributary area for run-off directed to and across the subject property. The report shall include calculations and details demonstrating that if proposed inlets/outlets, etc. are plugged or overloaded, the site is capable of conveying storm flows in a manner that is not detrimental (including flooding and erosion) to surrounding properties. The report shall address both existing and proposed conditions;
- E-3G Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project;
- E-3H Depict the location of erosion control devices to be implemented in the event of rainfall;
- E-3I Depict the limits of grading;
- E-3J Include storm drain run-off "Best Management Practices" that minimize the volumes of urban run-off discharge to City rights-of-way, as acceptable to the City Engineer;

- E-3K Ensure that the grading and other construction activities meet the provisions specified in the California Regional Water Quality Control Board (RWQCB), San Diego Region, Order R9-2013-0001, NPDES No. CAS0109266 – Section D.2 and subsequent orders;
- E-3L Interception of run-off from the access roadway (La Atalaya Way) shall not direct flow to the existing un-named alley. This may be accomplished by incorporation of pervious driving surfaces, diversion to landscaped areas using swales or grates, etc. The project engineer's evaluation shall include, but not be limited to, consideration of the potential effect of proposed construction on site groundwater and moisture conditions. Provide spot grades and/or contours to substantiate design; and
- E-3M Following construction completion, the project designer shall inspect as-built improvements. Significant discrepancies, if any, between the approved plans and as-built conditions shall be brought to the attention of the Planning and Community Development Department and City Engineer. An as-built plan prepared by the project designer will be required. Prior to final sign-off by the City Engineer, the project designer shall sign the as-built plan indicating that the project was completed in accordance with said plan.

**E-4 [Engineering Fee]**

The applicant shall provide fees as delineated in the City's Engineering Review Fee Schedule as funds necessary for Engineering Department review of the proposed site improvements. If additional review beyond the scope outlined in the Engineering Review Fee Schedule becomes necessary, a supplemental deposit(s) will be required.

**E-11 [Geotechnical Report Requirement]**

Prior to issuance of Permits, the applicant shall provide a Geotechnical Report for the project. The Report shall be prepared, signed and sealed by a Certified Engineering Geologist and a Geotechnical Engineer or Registered Civil Engineer. This Report shall be subject to review and approval by the City Engineer, City Building Department, and if deemed necessary, a third-party with expertise in geotechnical issues. The report required herein shall:

- E-11A Include all standard information as required by the City's Grading Ordinance;
- E-11B Evaluate existing site constraints;
- E-11C Evaluate potential effect of proposed construction on nearby slopes, sensitive topographic features and neighboring properties;
- E-11D Include a geotechnical evaluation of the long-term stability of adjacent slopes;
- E-11E Provide any mitigation measures as necessary;
- E-11F Provide recommendations for any special construction methods as necessary;
- E-11G Include the preparation of field tests to be performed at the site during construction, so as to ensure that field conditions are suitable for the approved construction. The results of such tests may necessitate revisions

- to the project with such revisions subject to review by the appropriate City entities;
- E-11H If retaining walls are required, give recommendations for back-cuts for the construction of retaining walls. These recommendations shall include a time limit that the back-cuts can remain in place without either creating a stable backfill, or completing construction of the approved retaining walls. If the recommended time deadlines are not met, the applicant, by signing these conditions, grants the City permission to work on their private property to secure the back-cuts, and use the cash security to perform the work;
  - E-11I If temporary shoring is required, the geotechnical consultant shall provide necessary geotechnical parameters and recommendations, including maximum cuts and time limits;
  - E-11J Address the feasibility of long term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs. If infiltration is not proposed or not feasible then the Geotechnical Engineer must specify why or indicate the areas where it is not feasible;
  - E-11K Address the presence of groundwater and the need to provide subdrains for groundwater extraction. If extracted groundwater is discharged to surface waters, the project must comply with State RWQCB Order No. R9-2008-0002; and
  - E-11L Provide R values for pavement sections of Access Roadway (La Atalaya Way).
- E-12 *[Authorization for Off-site Work]*
- E-12A Prior to the issuance Permits, the applicant shall obtain letters of permission from affected property owners if construction or construction access is required across property lines; and
  - E-12B The following note shall be included on the plans for the Permit: "No grading shall occur outside the limits of the approved grading plan unless prior written authorization is obtained from the City and the owners of any other affected properties."
- E-13 *[Grading – Separate Permits for Borrow or Disposal Site]*
- A separate Grading Plan shall be submitted and approved and a separate Grading Permit issued for any off-site borrow or disposal site, if located within City limits. An Encroachment Permit will be required to identify the haul route proposed for this purpose. If the borrow or disposal site is located outside of the City, the applicant shall provide evidence of receipt of required permits/authorizations.
- E-15 *[Priority Storm Water Mitigation Plan (SWMP)]*
- Prior to issuance of Development/Building Permits, the applicant shall submit a SWMP for City review and approval that addresses the following:
- E-15A Control the post-development peak storm water run-off discharge rates and velocities to maintain or reduce pre-development downstream erosion;
  - E-15B Conserve natural areas;
  - E-15C Minimize pollutants of concern from urban runoff through implementation of source control BMPs;

- E-15D Remove pollutants of concern from urban runoff through implementation of structural BMPs;
- E-15E Avoid directly connected impervious areas where feasible;
- E-15F Protect slopes and channels from eroding;
- E-15G Include storm drain stenciling and signage;
- E-15H Include properly designed outdoor material storage areas;
- E-15I Include properly designed trash storage areas;
- E-15J Ensure that post-development runoff does not contain pollutant loads which have not been reduced to the maximum extent practicable;
- E-15K Comply with the City's BMP Design Manual;
- E-15L Include a detailed Operations and Maintenance Plan (O&M Plan) for all treatment control BMPs, that includes a minimum, the designated responsible parties to manage the stormwater BMPs, employee training program and duties, operating schedule, maintenance frequency, routine service schedule, specific maintenance activities, copies of any additional required permits; cost estimate for implementation of the O&M Plan;
- E-15M Demonstrate the funding mechanism to ensure ongoing long-term maintenance of all structural post construction Best Management Practices (BMPs);
- E-15N Identify affected receiving water bodies; and
- E-15O Include an exhibit that clearly shows the limits and quantities of impervious area in both the pre and post development conditions.

The structural BMPs required herein shall be designed so as to filter or treat the volume or flow outlined in the numeric sizing criteria outlined below:

Volume

Volume-based BMPs shall be designed to filter or treat the volume of runoff produced from a 24-hour 85th percentile storm event, as determined from the local historical rainfall record.

**E-16 [BMP Details]**

Prior to issuance of Development/Building Permits, all post construction BMPs shall be shown in detail on the construction plans and submitted to the City for review and approval. For all post-construction treatment control BMPs, submit an operation and maintenance manual detailing requirements for the property owner to maintain BMPs into perpetuity. An easement shall be granted to the City for inspection of post-construction treatment control BMPs as needed. The project shall comply with the existing and subsequent Del Mar Jurisdictional Urban Runoff Management Plan and the State of California and NPDES.

**E-17 [SWPPP Requirement]**

Prior to issuance of Development/Building Permits, the applicant shall submit for City review and approval and implement a Storm Water Pollution Prevention Plan (SWPPP), to manage storm water and non-storm water discharges from the site at all times. The SWPPP shall describe all BMPs to be implemented year-round. Specific BMP implementation may be dependent upon wet or dry season operations. The SWPPP shall

also emphasize that erosion prevention is the most important measure for keeping sediment on-site during construction. The applicant shall provide evidence of existing coverage under the State of California's statewide General NPDES Permit for Storm Water Discharges Associated with Construction Activities at all times.

**E-18 *[Soil Stabilization]***

The applicant shall utilize sediment controls only as a supplement to erosion prevention for keeping sediment on-site during construction – NEVER as a single or primary method.

E-18A The applicant shall clear and grade only the areas on the project site that are necessary for construction. These areas shall be clearly denoted on the plans;

E-18B The applicant shall minimize exposure time of disturbed soil areas;

E-18C The applicant shall submit a schedule to the City for review and approval, with proposed dates, demonstrating the minimization of grading during the wet season and coinciding the grading with dry weather periods, permanent revegetation and landscaping as early as feasible, temporary stabilization and reseeded of disturbed soil areas as early as feasible; and

E-18D The applicant shall stabilize all slopes per City approved method.

**E-19 *[Required Backflow Prevention]***

If the project authorized by this permit will involve installation or retention of any plumbing drainage fixtures at a level below that of the PUBLIC sewer main serving the project site, the applicant shall install a private backflow prevention device on their private lateral per the requirements shown below.

The plans shall be submitted prior to the issuance of Development/Building Permits and shall be according to the Uniform Plumbing Code and subject to the review and written approval of the Planning and Community Development Director and City Engineer. Once installed, the private backflow prevention device(s) shall be subject to inspection by the City Engineer prior to final sign off for the project.

**E-20 *[Access to Water Meters]***

Access to proposed or existing water meters located on or immediately adjacent to the property shall remain open and unobstructed at all times. Prior to the issuance of Development/Building Permits, the applicant shall demonstrate that no structure or vegetation is proposed so as to restrict access to the water meter. In the event access is blocked by project implementation, the applicant shall be responsible for the removal any obstruction at his/her expense or shall pay for the cost of relocating the water meter to allocation acceptable to the Public Works Department.

**E-22 *[Compliance with City of Del Mar JURMP]***

This project shall conform to the construction component in the latest edition of the City's Jurisdictional Urban Runoff Management Program (JURMP).

**E-24 [Design of Inlets/outlets]**

Site drainage shall be designed such that, in the event of plugged or overloaded inlets/outlets, storm flows will be conveyed in a manner that is not detrimental to the site or other properties.

**E-30 [Peak Runoff Mitigation]**

The proposed improvements shall result in a net decrease in impervious area. If this is considered infeasible, the applicant must submit a Hydrology and Hydraulics report. The report must demonstrate that the project mitigates the increase in peak runoff through the use of acceptable Low Impact Development (LID) features.

**E-34 [Utility Service]**

If any new or modified connections to the water or sewer mains in the public right-of-way are proposed, additional plan sets and review fees may be required.

**E-38 [Stormwater Compliance]**

Stormwater compliance requirements are subject to change based on adoption of revisions to state and local regulations. Recent changes to the regulations include the following: revised Priority Development Project definitions, additional/revised hydromodification mitigation requirements, and increased emphasis on on-site retention/re-use. These changes could significantly impact the design, type, and size of BMPs necessary for compliance. The new regional MS4 Permit (Order No. R9-2013-0001) was adopted May 8, 2013.

**E-39 [Site Conditions]**

- E-39A The applicant, in order to reduce tracking of mud throughout the City, shall be responsible for cleaning up or any expenses incurred by the City for cleaning up mud, debris, etc. from City streets, that is attributed to this project during construction;
- E-39B The applicant shall restrict hours of work for the use of heavy equipment during grading and improvements between the hours of 7:30AM to 5:00PM, this includes the warm up of equipment. Saturday, Sunday and City holiday work is prohibited;
- E-39C Any relocation or under grounding of SDG&E facilities or other utilities shall be done at the applicant's expense;
- E-39D All activities undertaken in accordance with this Tentative Subdivision Map shall comply with the City's General Plan and Municipal Code. In cases of conflict between the City's Municipal Code, these standard conditions of approval, or Tentative Map-specific conditions of approval, the governing priority shall be, to the extent legally permitted, as follows: 1) City's Municipal Code regulations; 2) City's General Plan; 3) Standard Conditions; and
- E-39E The applicant is responsible for notifying all sub-contractors of the Best Management Practices (BMP's) to be implemented. Applicant is responsible for compliance by all subcontractors. Failure to comply with the approved construction BMP's will result in the issuance of verbal warnings,

correction notices, administrative citations or a project stop work order. City shall provide verbal and written notice of the violation prior to the issuance of a stop work notice;

**E-40 [Map Conditions]**

**E-40A** The applicant shall record CC&R's at the time of recordation of the Final Map creating the individual lots of this subdivision. The CC&R's will provide for a manager to be responsible for maintenance and repair, with each lot owner responsible for its pro rata share of the maintenance costs. The manager may be an owner, a third-party manager designated by the owners, or a special purpose entity such as an owners' association. The CC&R's shall be subject to the review and approval of the City Attorney and Community Development Director prior to recordation of the final parcel map, and shall include the following:

The manager shall be responsible for the maintenance of all common areas, such as landscaping, parking, and access roads;

**E-40B** Right of way or easement acquisitions necessary to implement any portion of this Final Map, including public improvements, shall be obtained by the applicant at its sole expense prior to the City's consideration of the Final Map which encompasses the particular improvement;

**E-40C** The applicant shall provide and show on the Final Map all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City. These include but are not limited to the following:

- a) Reciprocal assess easement along La Atalaya Way for the benefit of Lots 3 and 5 through 8.
- b) Utility access easement along La Atalaya Way for the benefit of the City of Del Mar and other utility purveyors for Lots 5 through 8.
- c) The vacation and quitclaim of easements listed on sheet one of the Vested Tentative Map.
- d) The unnamed alley east of proposed Lot 4 will not be vacated by the City.
- e) The applicant shall provide, on the final map, a 15-foot wide sewer easement in favor of the City of Del Mar for the existing 6" VCP sewer main within proposed Lot 1;

**E-40D** Final Map shall be in substantial conformance to the approved Tentative Map and must be submitted to the City Engineering Department for review and approval. The Final Map shall be prepared, wet signed and sealed by a Civil Engineer or Land Surveyor, registered in the State of California and licensed to prepare Final Maps; and

E-40E Reciprocal easements shall be provided insuring access to all parcels affected over private road/driveway known as La Atalaya Way, to the satisfaction of the City Engineer.

Biological Resource Conditions:

*BIO-1 [Site Specific Biological Survey]*

Prior to the issuance of any Building Permit(s) for future residential development on Lots 1, 2, and 8, site-specific biological surveys shall be conducted to delineate the precise location of sensitive habitat and assess project-specific impacts. The biological survey shall include:

1. The methods used to determine the presence of sensitive biological resources;
2. Vegetation mapping of all vegetation communities and/or land cover types;
3. The locations of any sensitive plant or wildlife species;
4. An evaluation of the potential for occurrence of any listed, rare, and narrow endemic species; and
5. An evaluation of the significance of any potential direct or indirect impacts from the proposed project.

If potentially significant impacts to sensitive biological resources are identified, future project level grading and site plans shall incorporate project design features to minimize direct impacts on sensitive resources to the extent feasible, and the report shall also review the mitigation already identified and dedicated as deed restricted open space on the Final Subdivision Map. Exhibit A to this resolution shows the areas that will be deed restricted open space upon recordation of the Final Subdivision Map and identifies the habitat type and area of each mitigation open space. By setting aside four future mitigation areas, each development already has enough mitigation available to fully mitigate for their proposed project-based impacts. If the specific plans for homebuilding result in habitat impacts greater than the mitigation set aside in the Final Subdivision Map specified above, then the site-specific biological surveys required for Lots 1, 2 and 8, as applicable, shall also recommend appropriate mitigation to be implemented by the future homebuilding applicant to reduce the impacts to below a level of significance. No future site-specific biological surveys and no habitat mitigation is required for issuance of any permits related to Lots 3 through 7.

*BIO-2 [Nesting Birds]*

If future development occurs during the breeding season (January 1 to July 15 for raptors and February 15 to August 31 for other birds) and otherwise cannot be avoided, the applicant shall be responsible for a qualified biologist to conduct a pre-construction nesting bird survey prior to the commencement of any ground disturbing activities to determine the presence/absence, location, and status of any active nests on or adjacent to the survey area. All areas within 500 ft of impacts for all lots shall be surveyed 3 days prior to the start of construction. The extent of the survey buffer area surrounding each site shall be a minimum of 500 ft if FESA- or CESA-listed species or raptors are present. If listed species are present or if an active nest is found, the biologist shall consult with

the appropriate agency, and be present on-site during construction to ensure that birds are not being agitated. The biologist shall have the authority to stop construction if birds are agitated, and the buffer shall be adjusted accordingly. To avoid the destruction of active nests and to protect the reproductive success of birds protected by the Migratory Bird Treaty Act and the California Fish and Game Code and minimize the potential for project delay, nesting bird surveys shall be performed by the qualified biologist prior to project commencement. In the event that active nests are discovered, the biologist shall recommend suitable noise attenuation measures or a suitable buffer (distance to be determined by the biologist) shall be established around such active nests, and no construction within the buffer shall be allowed until the biologist has determined that the nest(s) is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Completion of this mitigation measure shall be a condition of any future residence building permits issued for any of the lots included in the La Atalaya Final Subdivision Map.

Cultural Resource Condition:

*CUL-1 [Snake Wall Modification]*

Prior to modification of the historic Snake Wall, the project applicant shall hire a professional who is qualified to complete the Secretary of the Interior's Standards for Architectural and Engineering documentation in order to mitigate the Snake Wall in the form of the equivalent to Historic American Building Survey (HABS) documentation. HABS level I documentation includes a full set of drawings depicting existing or historic conditions and large format negative photographs in black and white of exterior and interior views to add to the written history and description in the existing report titled La Atalaya – Snake Wall Historic Evaluation Report. The drawings shall include a site plan, elevations, cross sections, and details of construction techniques and architectural elements.

*CUL-2 [Unanticipated Discovery of Tribal Cultural and Archaeological Resources]*

During ground disturbing activities, a qualified archaeological monitor shall be present in case unexpected intact subsurface deposits or features are uncovered. Upon discovery of any tribal, cultural, or archaeological resources during ground disturbing activities, the Applicant shall immediately cease such activities in the immediate vicinity. The find will then be assessed by a qualified archeologist retained by the Applicant and a tribal monitor/consultant approved by the consulting tribe. The Applicant shall promptly notify the Planning and Community Development Director to the discovery of resources. If the resources are Native American in origin, the consulting tribe shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the tribe will request preservation in place or recovery for educational purposes. At the direction of the qualified archaeologist and tribal monitor/consultant, and in coordination with the Planning and Community Development Department, work may continue on other parts of the affected site while evaluation and, if necessary, additional protective measures are completed at the affected portion of the site pursuant to State CEQA Guidelines §15064.5[f]. If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource," time and funding to allow for

sufficient implementation of avoidance measures must be made available. The treatment plan established for the resources shall be in accordance with State CEQA Guidelines §15064.5(f) for historical resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment upon identification of unique archeological resources (Public Resources Code §§21083.2(b)). If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. All tribal cultural resources shall be returned to the consulting tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the San Diego Archeological Center. Acceptance and curation of the historic archeological materials will be at the discretion of the institution. If no institution accepts the archaeological material, they shall be offered to the consulting tribe or the Del Mar Historical Society for educational purposes.

#### Geology and Soils Condition

##### GEO-1 *[Paleontological Monitoring]*

For future development identified as having high paleontological sensitivity, the applicant shall:

- a. Prior to ground disturbing activities, the Applicant shall retain a qualified Project Paleontologist, defined as a paleontologist who meets the Society of Vertebrate Paleontology standards for Qualified Professional Paleontologist, to direct all mitigation measures related to paleontological resources.
- b. Prepare a Paleontological Monitoring and Compliance Program. After design of the development has been finalized to determine the precise extent and location of ground disturbing activities, and prior to ground disturbing activities, the Project Paleontologist shall prepare a Paleontological Monitoring and Compliance Program to be implemented during the ground disturbing activities. The program shall be prepared in accordance with the standards set forth by current Society of Vertebrate Paleontology guidelines (2010). Prior to ground disturbing activities, the program shall be provided to the City of Del Mar.

Ground disturbing activities where paleontological sensitivity has been identified shall be monitored full-time by a qualified paleontological monitor during initial ground disturbing activities.

The program shall be supervised by the Project Paleontologist in coordination with the City. The duration and timing of the monitoring shall be determined by the Project Paleontologist. If the Project Paleontologist determines that full-time monitoring is no longer warranted, he or she may recommend to the City that monitoring be reduced to periodic spot-checking or cease entirely. Monitoring shall be reinstated, if reduction or suspension would need to be reconsidered by the Project Paleontologist.

The program shall outline the procedures for construction staff Worker Environmental

Awareness Program (WEAP) training, paleontological monitoring extent and duration, salvage and preparation of fossils, the final mitigation and monitoring report, and paleontological staff qualifications.

- c. **Paleontological WEAP.** Prior to ground disturbing activities, the Project Paleontologist or his or her designee shall conduct construction personnel training regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff. The WEAP shall be presented at a preconstruction meeting that a qualified paleontologist shall attend.
- d. **Fossil Discovery.** In the event of a fossil discovery by construction personnel, all work in the find's immediate vicinity shall cease, and the City of Del Mar and a qualified paleontologist shall be contacted to evaluate the find before restarting work in the area. If ground disturbing activities bring potentially sensitive geologic deposits to the surface in areas considered to have an undetermined paleontological sensitivity, these areas shall be inspected and further assessed. If it is determined that the fossil(s) is (are) scientifically significant, the qualified paleontologist shall complete the following conditions:
  - i. **Salvage of Fossils.** If fossils are discovered, the Project Paleontologist or paleontological monitor shall recover them. Typically, fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases, larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case, the paleontologist shall have the authority to temporarily direct, divert, or halt construction activity to ensure that the fossil(s) can be removed in a safe and timely manner.
  - ii. **Preparation and Curation of Recovered Fossils.** Once salvaged, the City shall ensure that significant fossils are identified to the lowest possible taxonomic level, prepared to a curation-ready condition, and curated in a scientific institution with a permanent paleontological collection (such as the San Diego County Natural History Museum), along with all pertinent field notes, photos, data, and maps. Fossils of undetermined significance at the time of collection may also warrant curation at the discretion of the Project Paleontologist. Field collection and preparation of fossil specimens shall be performed by the Project Paleontologist with further preparation as needed by an accredited museum repository institution at the time of curation.
- e. **Final Paleontological Monitoring and Compliance Report.** Upon completion of ground disturbing activities (and curation of fossils, if necessary) the Project Paleontologist shall prepare a Final Paleontological Monitoring and Compliance Report outlining the results of the Paleontological Monitoring and Compliance Program. The report shall be provided to the City of Del Mar and shall include discussion of the location, duration, and methods of the monitoring, stratigraphic sections, any recovered fossils, and the scientific

significance of those fossils, and where fossils were curated.

Noise Condition:

*NOS-1 [Construction Noise]*

To reduce construction-related noise impacts, where construction activities would exceed the standards established in DMMC Section 9.20.050 (Construction Noise), the Applicant shall require construction contractors to implement a site-specific Noise Reduction Program, which includes the following measures, ongoing through demolition, grading, and/or construction:

- a. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds), wherever feasible.
- b. Construction noise reduction methods such as shutting off idling equipment, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible.
- c. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers.
- d. During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors.
- e. Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electronically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler shall be used [this muffler can lower noise levels from the exhaust by up to approximately 10 dB(A)]. External jackets on the tools themselves shall be used where feasible (this can achieve an approximately 5.0-dBA reduction). Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.

NOS-2 [Complaint Tracking Program]

Prior to demolition, grading, or building permit approval, the Applicant shall submit to the Planning and Community Development Department a list of measures to respond to and track complaints pertaining to construction noise, ongoing throughout demolition, grading, and/or construction. At minimum, these measures shall include the following:

- a. A procedure to the public for notifying the City's Code Compliance Officer and Sheriff's Department (during regular construction hours and off-hours);
- b. A requirement for a sign to be posted by the Applicant on-site specifying the permitted construction days and hours, and notification procedure, and who

to notify in the event of a noise-related concern. The sign shall also include the construction contractor's telephone numbers (during regular construction hours and off-hours); and

- c. A requirement for a preconstruction meeting to be held with the Applicant and general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 1st day of February, 2021.



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Terry Gaasterland, Mayor  
City of Del Mar

APPROVED AS TO FORM:



---

Leslie E. Devaney, City Attorney  
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, ASHLEY JONES, Administrative Services Director/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2021-05, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 1<sup>st</sup> day of February 2021 by the following vote:

AYES:	Mayor Gaasterland, Deputy Mayor Worden, Council Members Druker, Martinez and Quirk
NOES:	None
ABSENT:	None
ABSTAIN:	None



---

Ashley Jones  
Administrative Services Director/City Clerk  
City of Del Mar



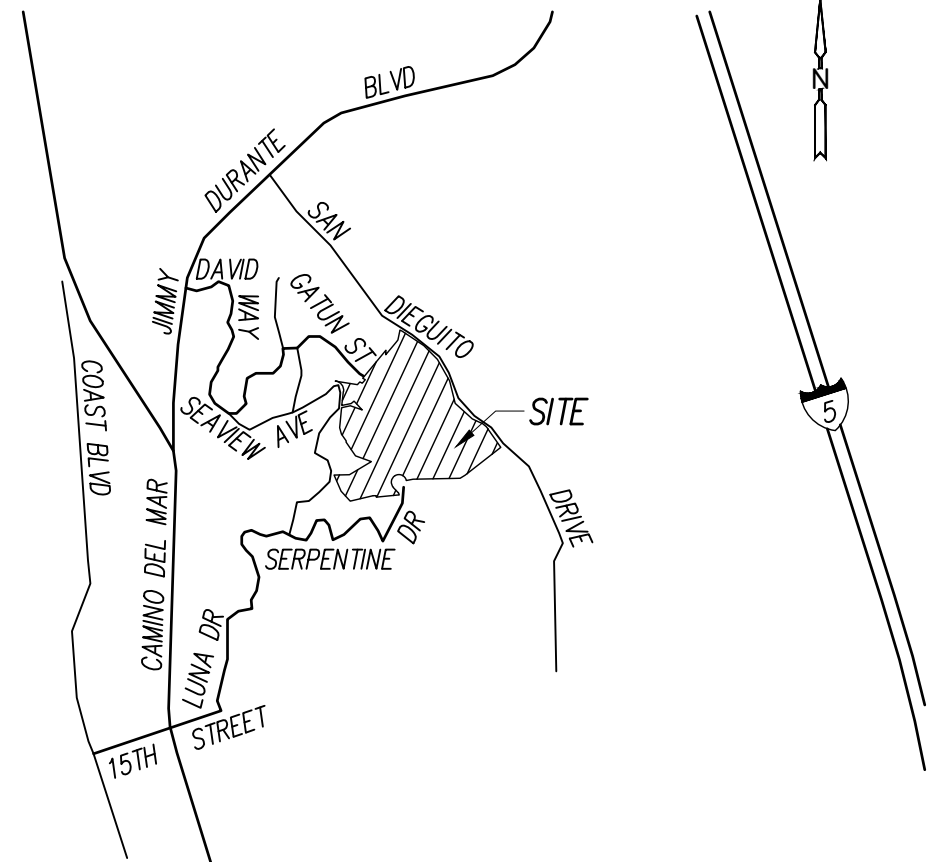
# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 1 OF 6

- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY. BOUNDARY INFORMATION PER RECORD DATA.
  2. THE PROPERTY LINES SHOWN HEREON WERE CALCULATED FROM RECORD DATA USING A MIN. OF TWO (2) TIES TO CERTAIN FOUND SURVEY MONUMENTS.
  3. EASEMENTS SHOWN HEREON ARE BASED ON PRELIMINARY TITLE REPORTS PREPARED BY FIDELITY NATIONAL TITLE COMPANY.

LOT NUMBER	GROSS AREA	NET AREA
LOT 1	41,108	41,108
LOT 2	47,505	47,505
LOT 3	173,386	173,386
LOT 4	270,130	270,130
LOT 5	47,876	43,036
LOT 6	46,987	42,524
LOT 7	51,834	41,009
LOT 8	110,013	110,013
TOTAL	788,839	768,711



### EXISTING EASEMENT TABLE:

#	EXISTING PARCEL	EASEMENT	FOR	RECORDED	
1	★	1, 2 & 3	ITEM NO. 7	INGRESS, EGRESS & UTILITIES	96-593404 O.R.
2	★	3	ITEM NO. 8	DRAINAGE INFRASTRUCTURE	96-609868 O.R.
3	★	3	ITEM NO. 9	SD&E UTILITIES	97-282759 O.R.
4	★	G, O	ITEM NO. 2	SEWER & WATER EASEMENT (UNPLOTTABLE)	BK1183 PG142 DEEDS (3/10/1926)
5	★	4	ITEM NO. 5	UTILITY	88-0136351 O.R.
6	★	G	ITEM NO. 5	DEED RESTRICTION- HEIGHT LIMITS	88-0136351 O.R.
7	★	4	ITEM NO. 6	ACCESS, INGRESS, EGRESS & UTILITY	91-0176866 O.R.
8	★	4	ITEM NO. 5	UTILITY	88-0136351 O.R.
9	★	0	ITEM NO. 9	INGRESS, EGRESS & UTILITY	91-0176864 O.R.
10	★	0	ITEM NO. 12	PRIVATE DRAINAGE CONNECTION	2002-295769 O.R.
11	★	0	ITEM NO. 10, 11	OPEN SPACE RESTRICTIONS	93-0383627 & 93-0383628 O.R.
12	★	0	ITEM NO. 4	HEIGHT RESTRICTION, 281' MAX OVER LOT	88-0136349
13	★	G	ITEM NO. 10, 11	OPEN SPACE RESTRICTIONS	93-0383627 & 93-0383628 O.R.
14	★	G	ITEM NO. 5	INGRESS, EGRESS & UTILITY	88-0136351 O.R.
15	★	G	ITEM NO. 9	INGRESS, EGRESS & UTILITY	91-0176864 O.R.
16	★	U	ITEM NO. 2	ELECTRICAL, WATER, SEWER, OR GAS PIPELINES	BK 1514 PG 34 DEEDS (8/3/1928)
17	★	U	ITEM NO. 6	WATER PIPELINE	1966-91 O.R. (1/3/1966)
18	★	U	ITEM NO. 7	HEIGHT RESTRICTION, 245' MAX OVER LOT	1995-0248154 O.R. (6/13/1995)
19	★	U	ITEM NO. 9	PRIVATE SEWER	2003-1130001 O.R. (9/15/2003)
20	★	U	ITEM NO. 10	PRIVATE DRAINAGE	2003-1130002 O.R. (9/15/2003)
21	★	4	ITEM NO. 8	OPEN SPACE PRESERVATION AREA	96-0520697 O.R.
22	★	U	ALLEY ADJACENT TO EXIST. PARCEL 4/LOT U	MAP 1343, REC. 6/08/1911	

NOTE: ★ EASEMENT PROPOSED TO BE QUITCLAIMED WITH THIS APPLICATION  
 ★★ EASEMENT PROPOSED TO BE VACATED WITH THIS APPLICATION  
 ★★★ ALLEY RIGHT-OF-WAY PROPOSED TO BE VACATED WITH THIS APPLICATION

### OWNERS / APPLICANT

THE SUBDIVIDER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF DEL MAR AND ITS AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OF DEL MAR OR ITS AGENTS, OFFICERS OR EMPLOYEES TO ATTACK, SET ASIDE, VOID, OR ANNUL AN APPROVAL FROM THE CITY OF DEL MAR CONCERNING THIS SUBDIVISION WHEN SUCH ACTION IS BROUGHT WITHIN THE TIME PERIOD SPECIFIED IN GOVERNMENT CODE SECTION 66499.37. THIS CERTIFICATE IS CONDITIONED UPON THE CITY OF DEL MAR PROVIDING PROMPT NOTICE TO THE SUBDIVIDER AS PROVIDED BY THE ACT.

SUBDIVIDER WILL NOT SEEK THE CREATION OF A SPECIAL DISTRICT

SIGNATURE OF OWNER / APPLICANT: *[Signature]* 10/31/18 DATE

LA ATALAYA, LLC  
 P.O. BOX 1129  
 DEL MAR, CA 92014

SITE ADDRESS: 690 SERPENTINE DRIVE  
 DEL MAR, CA. 92014

### ABBREVIATED LEGAL DESCRIPTION:

- 299-200-62 (PARCEL 1) PORTIONS OF LOTS 783 AND 784 OF ARDEN HEIGHTS UNIT NO. 6 1854 SAN DIEGUITO DRIVE ACCORDING TO MAP THEREOF NO. 1592.  
 \* 989-25010223-D-SG4
- 299-200-63 (PARCEL 2) PORTIONS OF LOTS 781, 782 AND 783 OF ARDEN HEIGHTS UNIT NO. 6.  
 \*\* 989-25010224-D-SG4 ACCORDING TO MAP THEREOF NO. 1592.
- 299-200-64 (PARCEL 3) ALL OF LOTS "A" AND "B", AND A PORTION OF LOT T OF ARDEN HEIGHTS UNIT NO. 4 ACCORDING TO MAP THEREOF NO. 1343, AND 2100 GATUN STREET  
 \* 989-25010225-D-SG4 PORTIONS OF LOTS 780, 781, 782, 783, 784, 785 AND ORBIA ROAD AND GATUN STREET, AS VACATED, OF ARDEN HEIGHTS UNIT NO. 6 ACCORDING TO MAP THEREOF NO. 1592.
- 299-200-65 (PARCEL 4) A PORTION OF LOT G AND ALL OF LOTS H, J AND S IN BLOCK 12 OF ARDEN HEIGHTS UNIT NO. 3 ACCORDING TO MAP THEREOF NO. 1285.  
 \* 989-25010226-D-SG4 TOGETHER WITH A PORTION OF LOT T OF ARDEN HEIGHTS UNIT NO. 4, ACCORDING TO MAP THEREOF NO. 1343, AND ALL OF LOTS 780 AND 785 OF ARDEN HEIGHTS UNITS NO. 6, ACCORDING TO MAP THEREOF NO. 1592, PURSUANT TO CITY OF DEL MAR CERTIFICATE OF COMPLIANCE COC-96-1 RECORDED OCTOBER 14, 1996 AS INSTRUMENT NO. 1996-0520702 OF OFFICIAL RECORDS.
- 299-261-42 (LOT G) PORTIONS OF LOTS G AND O IN BLOCK 12 OF ARDEN HEIGHTS UNIT NO. 3, ACCORDING TO MAP THEREOF NO. 1285 TOGETHER WITH THOSE PORTIONS OF THE ALLEYS ADJOINING SAID LOTS G AND O ON THE NORTH AND EAST CLOSED TO PUBLIC USE.  
 \* 989-25010228-D-SG4
- 299-261-43 (LOT O) A PORTION OF LOT O IN BLOCK 12 OF ARDEN HEIGHTS NO. 3 ACCORDING TO MAP THEREOF NO. 1285, TOGETHER WITH THAT PORTION OF THE ALLEY ADJOINING LOTS G AND O OF SAID ARDEN HEIGHTS UNIT NO. 3 ON THE NORTH AS CLOSED TO PUBLIC USE.  
 \* 989-25010229-D-SG4
- 299-261-14 (BLOCK 30) BLOCK 30 OF ARDEN HEIGHTS #3 ACCORDING TO MAP THEREOF  
 \*\*989-25010227-D-SG4 NO. 1285.
- 299-192-24 (LOT U) LOT U OF BLOCK 12 OF ARDEN HEIGHTS UNIT NO. 4, ACCORDING TO MAP THEREOF NO. 1343 TOGETHER WITH THAT PORTION OF GATUN STREET, AS VACATED.  
 \* 989-25010222-D-SG4

\* -ORDER NUMBER REFLECTED ON FIDELITY NATIONAL TITLE COMPANY REPORTS DATED 9/12/18  
 \*\* -ORDER NUMBER REFLECTED ON FIDELITY NATIONAL TITLE COMPANY REPORTS DATED 10/03/18

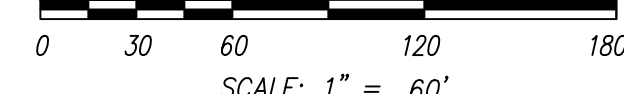
2. ASSESSOR'S NUMBER: 299-192-24, 299-261-14, 42 & 43, 299-200-62, 63, 64 & 65
3. DATE OF PREPARATION: 11/05/19
4. GROSS AREA: 788,839 SF  
 NET AREA: 768,711 SF
5. TOTAL NUMBER OF PROPOSED LOTS: 8
6. PRESENT ZONING: R1-40  
 PROPOSED ZONING: R1-40  
 PRESENT USE: RESIDENTIAL  
 PROPOSED USE: RESIDENTIAL  
 MINIMUM LOT AREA REQUIRED: 40,000 SF
7. GENERAL PLAN DESIGNATION: VERY LOW DENSITY RESIDENTIAL
8. ASSOCIATED PERMITS: N/A
9. LOCATION AND STATUS OF EXISTING LEGAL ACCESS TO SUBJECT PROPERTY FROM A PUBLICLY MAINTAINED ROAD:  
 SAN DIEGUITO DRIVE - 40' WIDE  
 GATUN STREET - 32' WIDE  
 ZAPO STREET - 32' TO 40' WIDE  
 SERPENTINE DRIVE - 40' WIDE
10. WATER DISTRICT: CITY OF DEL MAR  
 SEWER DISTRICT: CITY OF DEL MAR  
 FIRE DISTRICT: CITY OF DEL MAR  
 SCHOOL DISTRICT: DEL MAR ELEMENTARY / SAN DIEGUITO UNION HIGH SCHOOL  
 UTILITY PROVIDER: SAN DIEGO GAS & ELECTRIC
11. BASIS OF ELEVATIONS: CITY OF DEL MAR VERTICAL BENCHMARK SYSTEM  
 STATION DESIGNATION "SNAKEWALL" ELEVATION = 303.64'
12. CALIFORNIA COORDINATE: 292-1691
13. TAX RATE AREA: 11001
14. SOLAR ACCESS: ALL LOTS WITHIN THIS SUBDIVISION HAVE MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH FUTURE DWELLING UNIT ALLOWED BY THIS SUBDIVISION.
15. UTILITIES: EACH UNIT WILL HAVE SEPARATE WATER, GAS AND ELECTRIC METERS AND SEWER LATERALS
16. EARTHWORK QUANTITIES: CUT: 250 C.Y. MAX CUT: 3'  
 FILL: 450 C.Y. MAX FILL: 8'  
 IMPORT: 200 C.Y.



SIGNATURE OF PREPARER: *[Signature]* 11/05/19 DATE

RANDY R. BROWN, RCE 36190  
 SOWARDS AND BROWN ENGINEERING, INC.  
 2187 NEWCASTLE AVENUE SUITE 103  
 CAROLBY BY THE SEA  
 CALIFORNIA 92007  
 PHONE: (760) 436-8500  
 EXP. 6/30/20  
 JOB NO. 18-030  
 CAROLBY BY THE SEA  
 CONSULTING ENGINEERS  
 2187 NEWCASTLE AVENUE SUITE 103  
 CAROLBY BY THE SEA, CA. 92007  
 TEL: (760) 436-8500 FAX: (760) 436-8603

KEY MAP  
 SCALE = 1"=60'

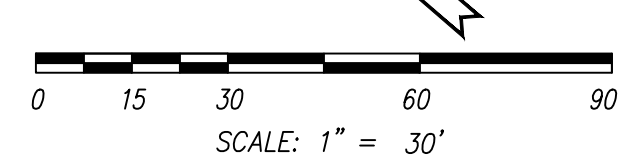


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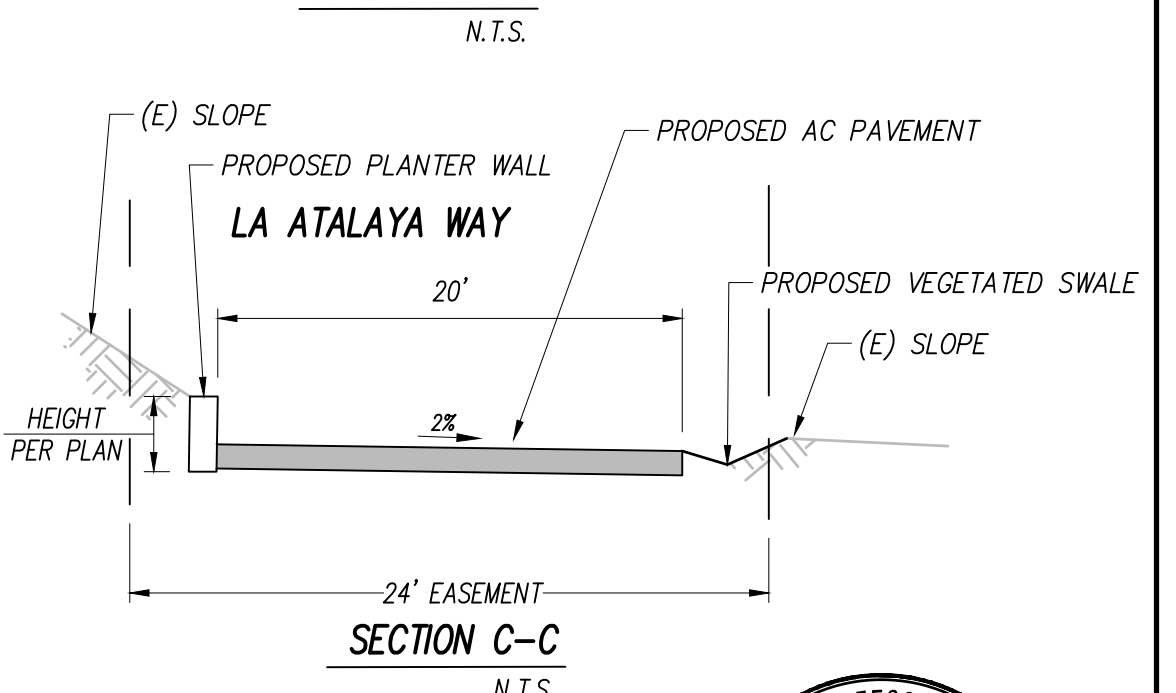
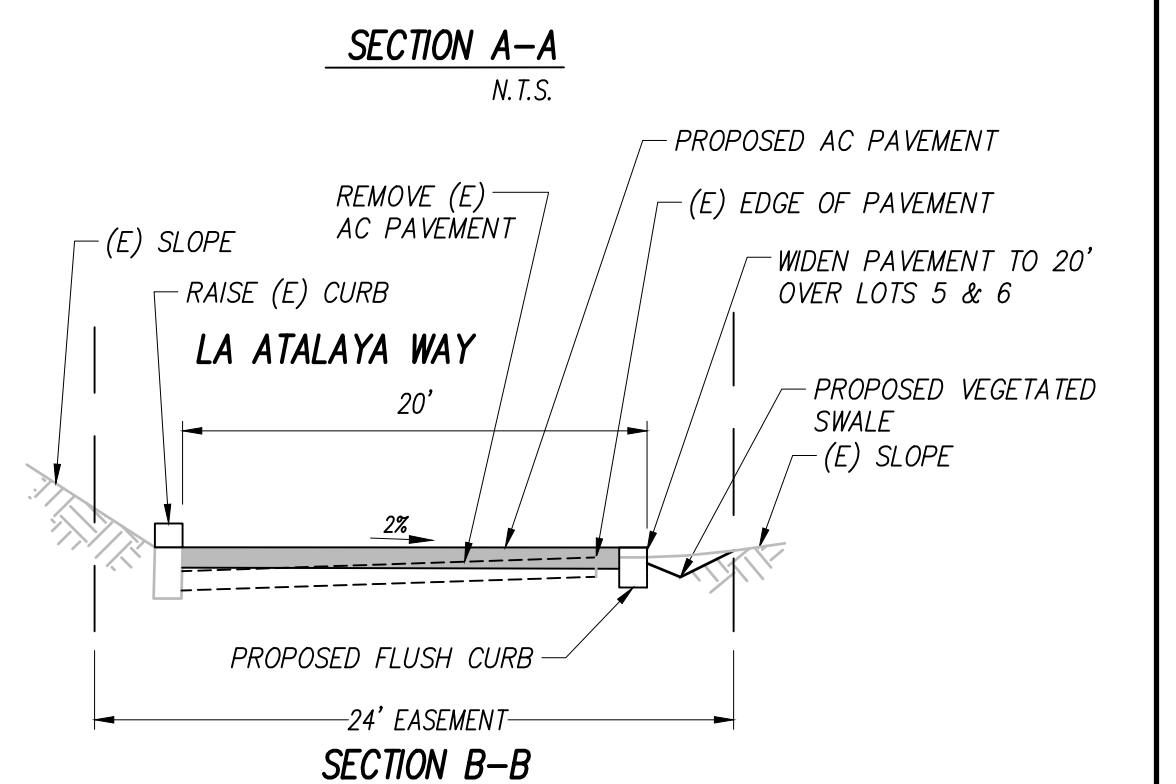
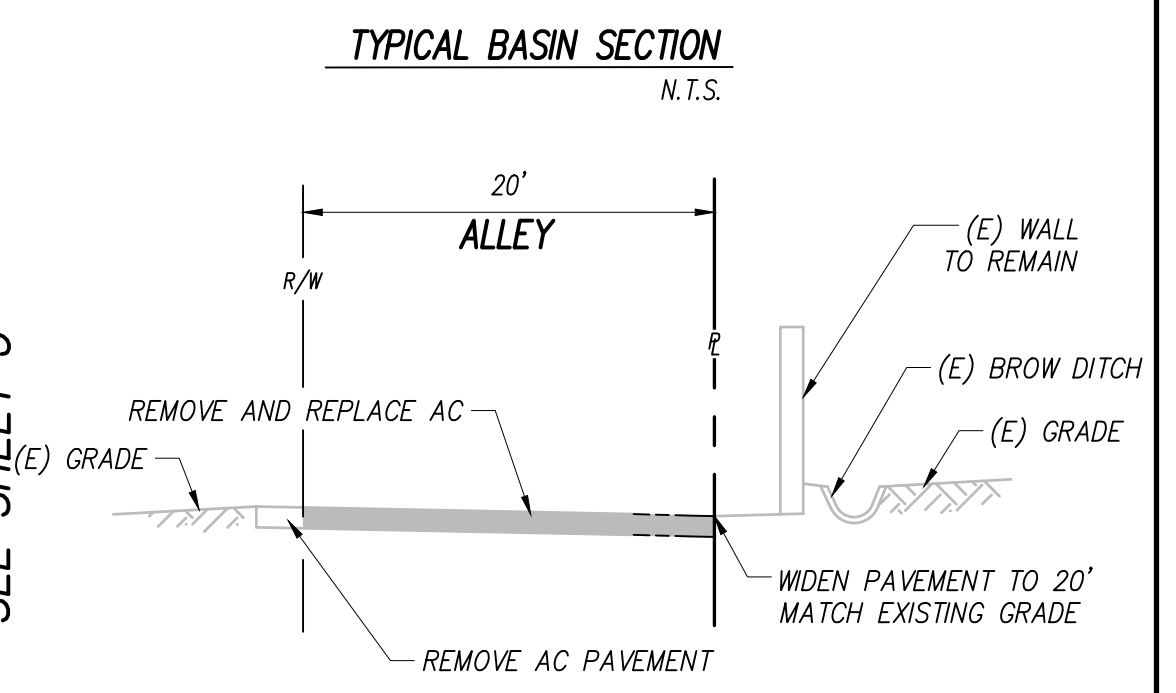
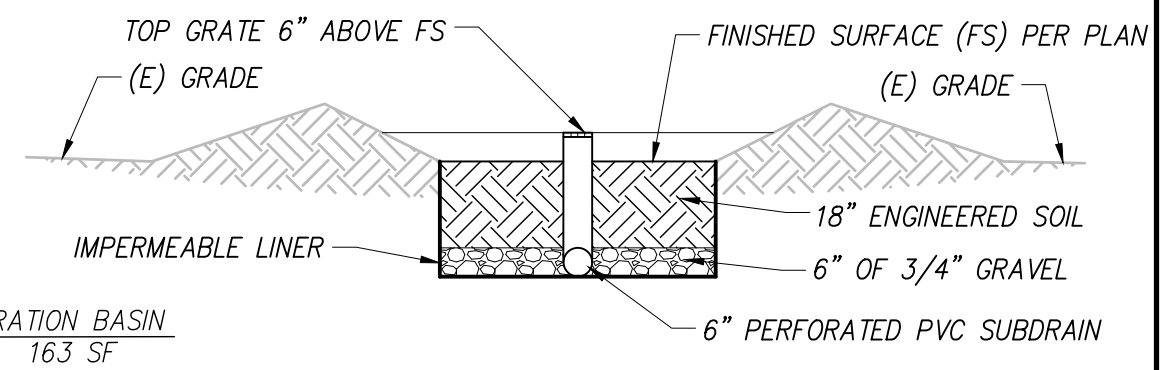
# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 2 OF 6



LEGEND	SYMBOL
SUBDIVISION LINE	--- ---
PROPOSED PROPERTY LINE	— — — —
EXISTING PROPERTY LINE	— — — —
ADJACENT PROPERTY LINE	— — — —
EASEMENT LINE	— — — —
SNAKE WALL W/ COLUMNS	— — — —
EXISTING BUILDING	▭
LIMITS OF AC	▭
PROPOSED AC PAVEMENT	▭
SAW CUT LINE	— — — —
LIMITS OF WORK	— — — —
PROPOSED WATER SERVICE	W
PROPOSED FIRE HYDRANT	⊙
PROPOSED SEWER LATERAL	S
SEWER CLEAN OUT	⊙
EXISTING FIRE HYDRANT	⊙
EXISTING GUARDRAIL	▭
EXISTING POWER POLE (PP)	⊙
RELINQUISH ACCESS RIGHTS	▭



**NOTE:**  
PROPOSED ROAD, RETAINING WALL AND BROW-DITCH ENCRANCH 718 SF INTO SUBSTANTIAL STEEP SLOPES.

SEE SHEET 3

**NOTE:**  
SEE SHEET 1 FOR EASEMENT LEGEND  
SEE SHEET 3 FOR SPECIAL NOTES



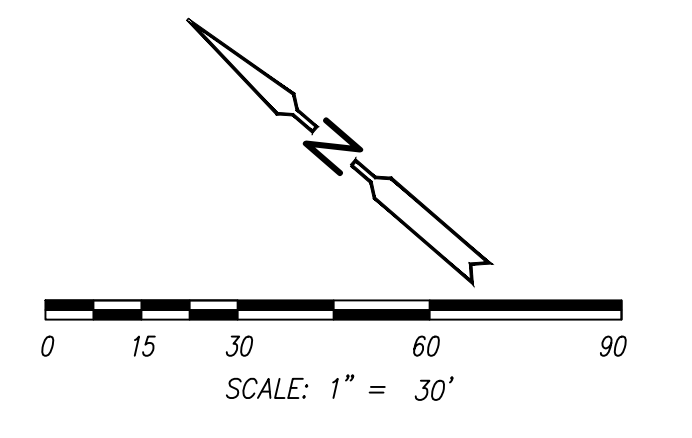
JOB No. 18-030 11/05/19  
**SOWARDS & BROWN ENGINEERING**  
 CONSULTING ENGINEERS  
 2187 NEWCASTLE AVENUE SUITE 103  
 CARLEFF BY THE SEA, CA. 90007  
 TEL 760/436-8500 FAX 760/436-8503

SEE SHEET 4

# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 3 OF 6



**NOTE:**  
SEE SHEET 2 FOR ROAD SECTIONS AND GRADES FOR LA ATALAYA WAY.

**NOTE:**  
SEE SHEET 1 FOR EASEMENT LEGEND  
SEE SHEET 2 FOR LEGEND

**SPECIAL NOTES:**

1. LOTS 5, 6, 7, AND 8 SHALL HAVE VEHICULAR ACCESS OFF LA ATALAYA WAY AND SHALL NOT HAVE ACCESS OFF SAN DIEGUITO DRIVE.
2. UTILITY AND RECIPROCAL ACCESS EASEMENTS, IN ADDITION TO SHARED MAINTENANCE AGREEMENTS SHALL BE RESERVED OVER PROPOSED LA ATALAYA WAY, TO BE RECORDED UPON TRANSFER OF PROPERTY OWNERSHIP.
3. IN ADDITION TO EMERGENCY SERVICES, THE CITY OF DEL MAR PUBLIC WORKS SHALL HAVE ACCESS RIGHTS VIA THE PRIVATE GATE TO LA ATALAYA WAY.
4. THERE SHALL BE "NO PARKING" SIGNS AND RED PAINTED CURBS ON BOTH SIDES OF LA ATALAYA WAY.
5. ALL DAMAGED PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY OF ZAPO STREET AND SAN DIEGUITO DRIVE SHALL HAVE DIG-OUTS PERFORMED AND BE OVERLAID WITH 2" OF ASPHALT CONCRETE PAVEMENT (FULL WIDTH) ADJACENT TO THE PROPERTY FRONTAGE.
6. ALL DRY UTILITY SERVICES FROM ZAPO STREET AND SAN DIEGUITO DRIVE SHALL BE INSTALLED UNDERGROUND.
7. AS A CONDITION OF APPROVAL, CLIENT SHALL PAY AN IN-LIEU FEE OF \$6000 FOR A DG TRAIL ON THE NORTH SIDE OF SAN DIEGUITO DRIVE.

**ABBREVIATIONS:**

- AC ASPHALT CONCRETE
- CMPA CORRUGATED METAL PIPE
- CONC CONCRETE
- DI DRAINAGE INLET
- DWY DRIVEWAY
- EUC EUCALYPTUS TREE
- GSV GAS VALVE
- FG FINISH GRADE
- FH FIRE HYDRANT
- FL FLOWLINE
- ICV IRRIGATION CONTROL VAULT
- IE INVERT ELEVATION
- PP POWER POLE
- PVC POLYVINYL CHLORIDE
- RCP REINFORCED CONCRETE PIPE
- RR TIE RAILROAD TIE
- R/W RIGHT-OF-WAY LINE
- SCD SEWER CLEANOUT
- SD BOX STORM DRAIN INLET BOX
- SDI STORM DRAIN INLET
- SDMH STORM DRAIN MANHOLE
- TC TOP OF CURB
- TG TOP OF GRATE
- TPINE TORREY PINE TREE
- TW TOP OF WALL
- TYP TYPICAL
- VCP VITRIFIED TILE PIPE
- WGV WATER VALVE HANDHOLE
- WM WATER METER
- WPED WATER UTILITY PEDESTAL



SEE SHEET 2

SEE SHEET 4



JOB NO. 18-030 11/05/19  
**SOWARDS & BROWN ENGINEERING**  
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# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 4 OF 6

SEE SHEET 2

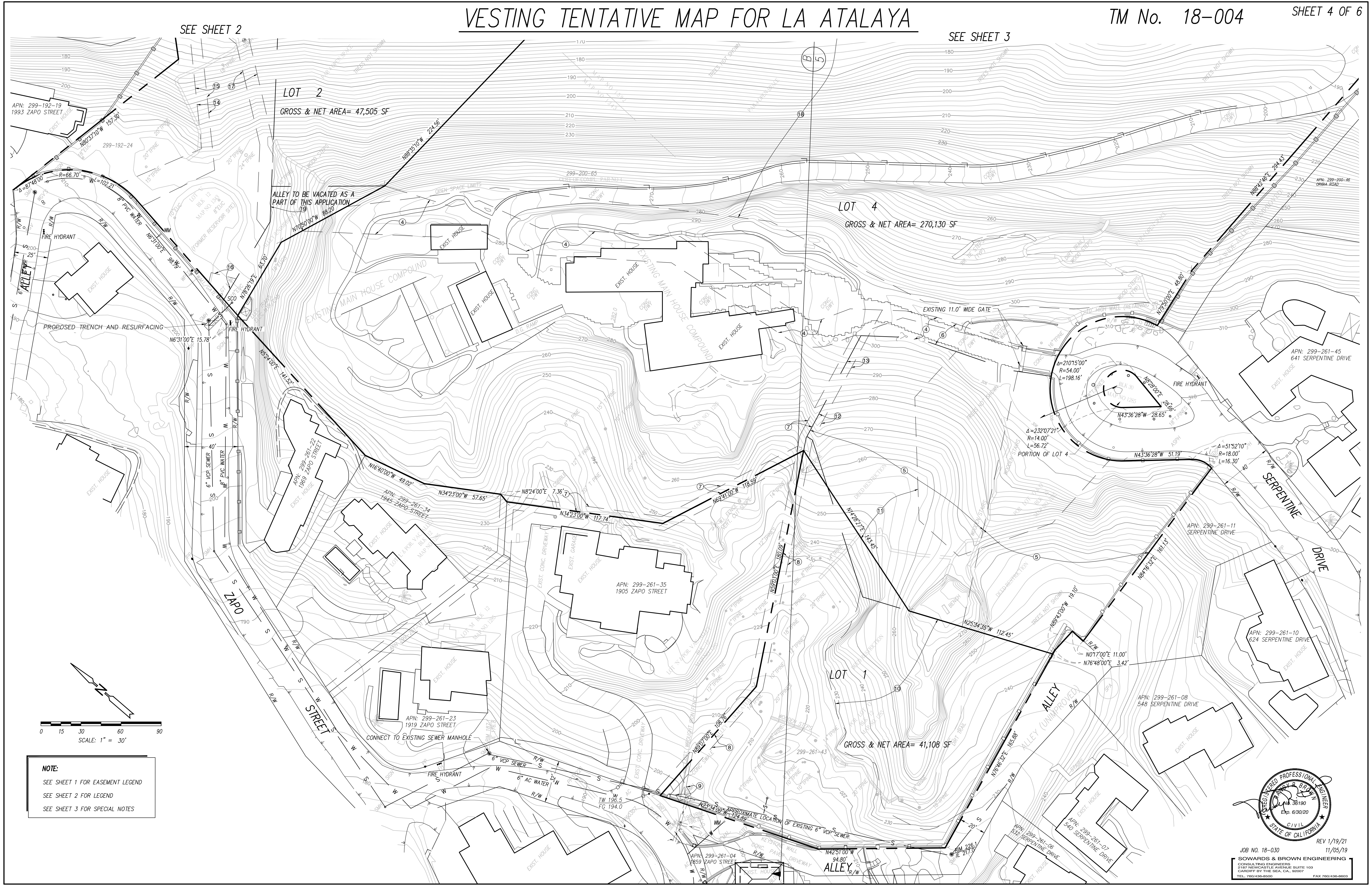
SEE SHEET 3

**LOT 2**  
GROSS & NET AREA= 47,505 SF

**LOT 4**  
GROSS & NET AREA= 270,130 SF

**LOT 1**  
GROSS & NET AREA= 41,108 SF

ALLEY TO BE VACATED AS A PART OF THIS APPLICATION



**NOTE:**  
SEE SHEET 1 FOR EASEMENT LEGEND  
SEE SHEET 2 FOR LEGEND  
SEE SHEET 3 FOR SPECIAL NOTES

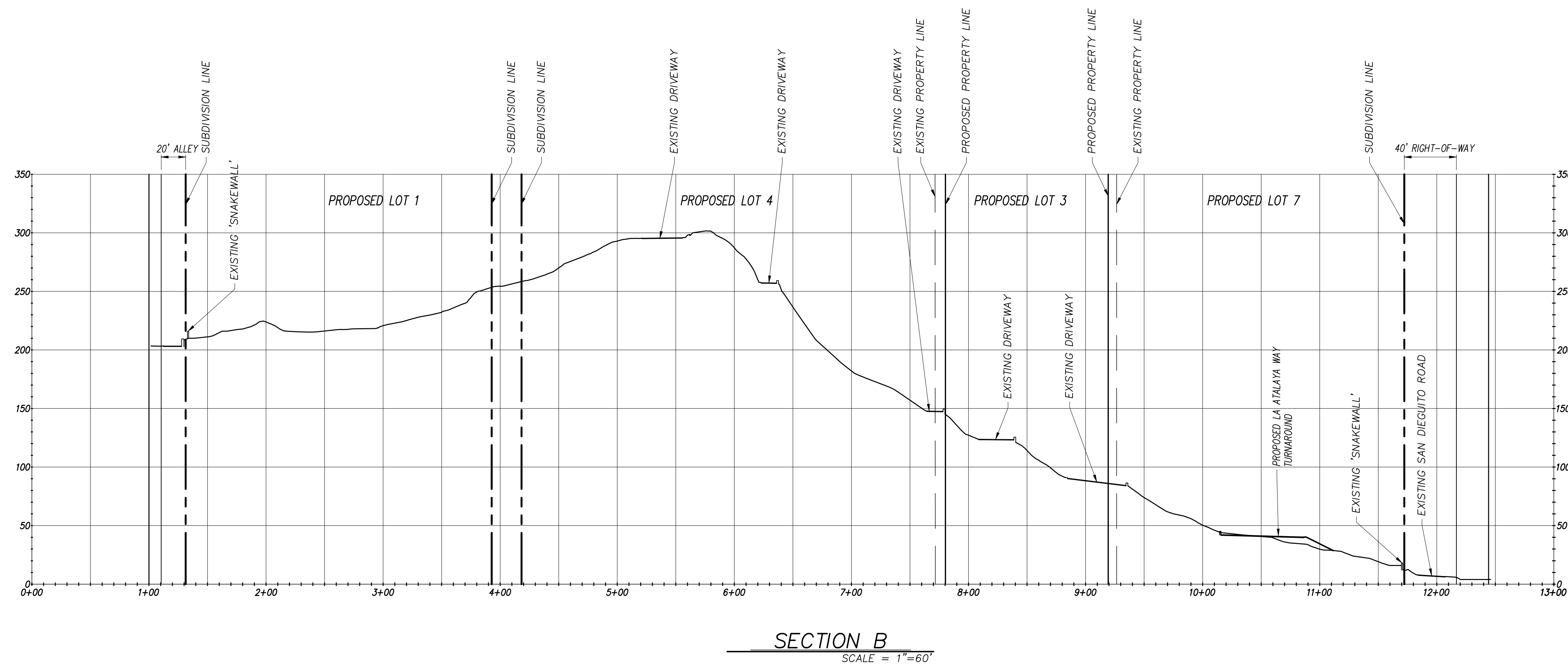
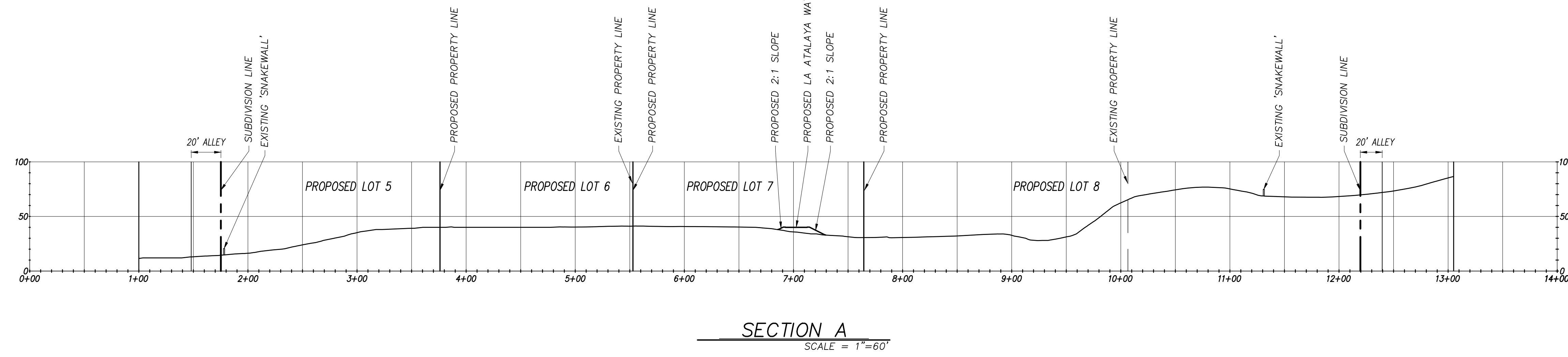


REV 1/19/21  
11/05/19  
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2197 NEWCASTLE AVENUE SUITE 103  
CARLEFF BY THE SEA, CA, 90007  
TEL 760/436-8500 FAX 760/436-8603

# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 5 OF 6



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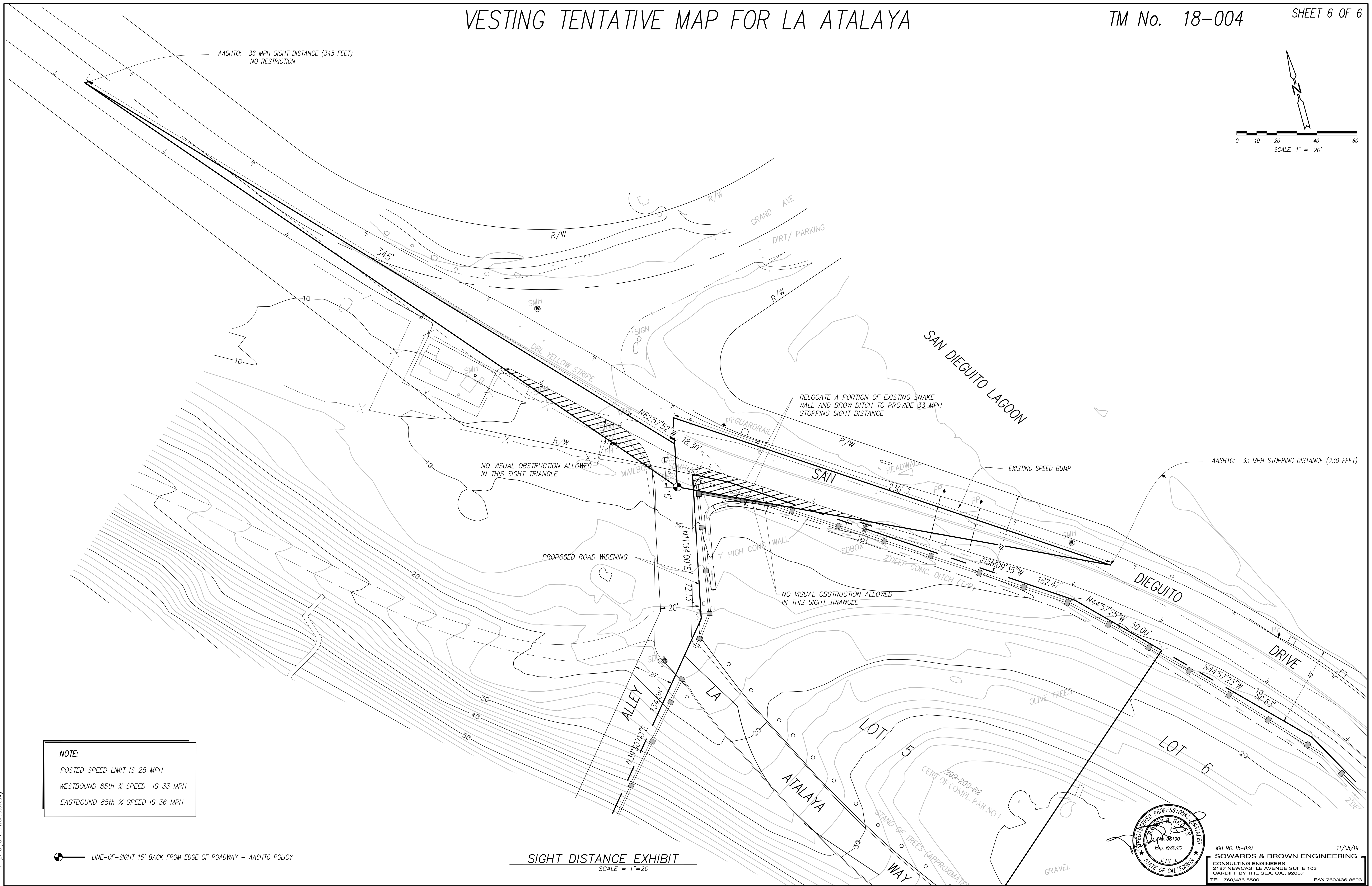
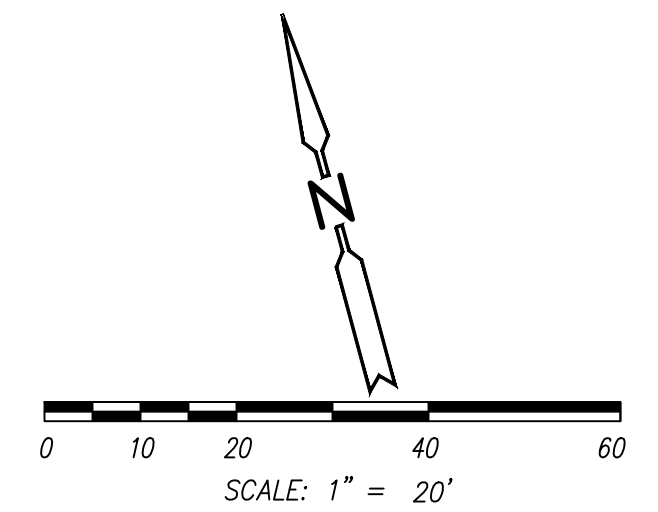
JOB NO. 18-030 11/05/19  
**SOWARDS & BROWN ENGINEERING**  
 CONSULTING ENGINEERS  
 2187 NEWCASTLE AVENUE SUITE 103  
 CAROLINA BEACH, CA., 92007  
 TEL. 760/436-8500 FAX 760/436-8603

# VESTING TENTATIVE MAP FOR LA ATALAYA

TM No. 18-004

SHEET 6 OF 6

AASHTO: 36 MPH SIGHT DISTANCE (345 FEET)  
NO RESTRICTION



AASHTO: 33 MPH STOPPING DISTANCE (230 FEET)

**NOTE:**  
POSTED SPEED LIMIT IS 25 MPH  
WESTBOUND 85th % SPEED IS 33 MPH  
EASTBOUND 85th % SPEED IS 36 MPH

LINE-OF-SIGHT 15' BACK FROM EDGE OF ROADWAY - AASHTO POLICY

**SIGHT DISTANCE EXHIBIT**  
SCALE = 1"=20'



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# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Sarah Krietor, Administrative Services Manager/City Clerk  
Via Ashley Jones, City Manager

DATE: December 15, 2025

SUBJECT: Selection of the 2026 Mayor and Deputy Mayor

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council appoint from among its members a Mayor and Deputy Mayor to serve for a one-year period beginning on December 16, 2025, through December 2026 in accordance with Council Policies 100 and 118.

## BACKGROUND:

Del Mar Municipal Code 2.20.020 – Presiding Officer indicates that the City Council shall select from among its members a Mayor and Deputy Mayor who will serve a term of one year. Council Policy 100, *Selection of the Mayor and Deputy Mayor (Attachment A)*, outlines the traditional rotation of the Mayor and Deputy Mayor.

In accordance with Council Policy 100, it is the tradition of the City Council to place the two highest vote getters in any one election into a queue to rotate into the positions of Mayor and Deputy Mayor. The highest vote getters in the 2024 General Municipal Election were Deputy Mayor Tracy Martinez followed by Councilmember John Spelich.

City Council Policy 118, *Roles & Responsibilities of the Council-Appointed Mayor and Deputy Mayor (Attachment B)*, outlines the roles and responsibilities of the Council-appointed Mayor and Deputy Mayor which include serving as the City Council's presiding officer; representing only the City's official Council-approved position at any public forum; and other responsibilities as designated in the policy. It also sets expectations that the Mayor be available to perform the duties outlined in the policy and in the Del Mar Municipal Code as well as comply with the City Council and City Manager Guiding Principles when performing mayoral duties. Further, Council Policy 118 establishes that the City Council should consider the policy when making appointments to the Mayor and Deputy Mayor positions.

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City Council Action:

DISCUSSION/ANALYSIS:

In accordance with past practice, the Council would consider appointing Deputy Mayor Martinez to the role of Mayor and Councilmember Spelich to the role of Deputy Mayor for 2026. Appointments for the role of Mayor and Deputy Mayor require three affirmative votes of the City Council.

The appointed Mayor and Deputy Mayor will serve in these roles for a one-year period beginning on December 16, 2025, and ending in December 2026.

ATTACHMENTS:

Attachment A – Del Mar Del Mar Municipal Code 2.20.020

Attachment B – Council Policy 100 – Selection of the Mayor and Deputy Mayor

Attachment C – Council Policy 118 – Roles & Responsibilities of the Council-Appointed Mayor and Deputy Mayor


## Del Mar Municipal Code

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### **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)

 <b>CITY OF DEL MAR</b> <b>CITY COUNCIL POLICY BOOK</b>			
<b>100</b>	<b>SELECTION OF MAYOR AND DEPUTY MAYOR</b>	<b>DATE REVISED:</b>	12/15/14
		<b>BY RESOLUTION:</b>	2014-92
		<b>PAGES:</b>	1 OF 1

POLICY:

Del Mar Municipal Code, Section 2.20.020 A and B, addresses when the City Council shall meet to install newly elected Council members and states that its members shall choose one of its members as Mayor and one of its members as Deputy Mayor by motion of the Council and three affirmative votes. It further states that the Mayor and the Deputy Mayor shall serve a term of one year, or until a successor for each position is chosen.

1. The Mayor and Deputy Mayor are members of the City Council and are annually elected by majority vote of the City Council at the first regular meeting in December or, in the case of an election year, upon certification of the election results. As a member of the City Council, the Mayor and Deputy Mayor shall have all the powers of a member.
2. In choosing the Mayor and Deputy Mayor, it is the tradition of the Council to place the top two vote getters in any one election into a queue to rotate into the position of Mayor and Deputy Mayor. In each City Council election, the person with the most votes shall be placed first in the rotation of that group, the second highest vote getter will be placed second, and in the years when there is a third seat contest, the third highest vote getter will be placed third in that rotation. However, the Council member who received the third most votes in an election year filling three seats will not be in the queue for either Deputy Mayor or Mayor but would be in rotation should the Council member traditionally rotating into the Deputy Mayor or Mayor position be unavailable to serve in that role.
3. In case of appointment to the City Council to fill a vacancy, that person will occupy the last position in the current rotation. Each new election will determine the rotation only for the group in that election. Should any City Council member not be available to take their regular place in the established rotation, the next person in the rotation will be elevated to the Deputy Mayor's position and the rotation will continue as previously set.
4. In the event there are members of the City Council appointed in lieu of an election, the appointed City Council members will go into a Mayoral rotation based on tenure (seniority) on the City Council. The City Council member with the most tenure on the City Council will be placed first in the rotation of that group. If no seniority exists (e.g. members have the same tenure), then the appointed City Council members will be rotated based on a coin toss conducted at a publicly noticed meeting.

		<b>CITY OF DEL MAR</b> <b>CITY COUNCIL POLICY BOOK</b>	
		<b>118</b>	<b>Roles &amp; Responsibilities of the Council-Appointed Mayor and Deputy Mayor</b>

**I. PURPOSE:**

The City of Del Mar Mayor and Deputy Mayor are appointed annually by the City Council. The purpose of this policy is to outline the roles and responsibilities of the Council-appointed Mayor and Deputy Mayor and to establish guidelines to assist the Mayor and Deputy Mayor in performing their duties.

**II. POLICY:**

**A. MAYOR'S DUTIES:**

The Mayor shall be a member of the City Council and shall perform all the functions and have the same authority and rights as the rest of the Council in their capacity as Councilmembers. In addition to said Councilmember functions, authority and duties, the Mayor shall have the responsibilities of:

- 1) 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.
- 2) Working with the City Manager and City Clerk on the planning and management of regular City Council meeting agendas consistent with Council Policies 300 and 301.
- 3) Being the official head of the City for all political and ceremonial purposes and in the name and on behalf of the City, unless the City Council has designated another Councilmember to do so.
- 4) Representing only the City of Del Mar's official Council-approved position at any public forum, meeting with elected officials, or when being interviewed by the press on behalf of the City, regardless of the Mayor's personal views.
- 5) Regularly report out and keeping the Council informed as to their activities as Mayor on behalf of the City as part of the regularly agendaized City Council reports at City Council meetings.
- 6) Notifying the Deputy Mayor and City Manager when unable to represent the City as requested by the City or outside parties to ensure that the City is properly represented at outside meetings, functions and other engagements.
- 7) Signing all legal instruments and documents to which the City is a party except where otherwise provided herein or by applicable law, ordinance, or resolution, minute action, or order of the Council.
- 8) Representing the City in any and all matters involving other governmental agencies, unless another Councilmember has been designated to do so by the City Council, and provided that no act, promise, commitment or agreement entered into or committed by the Mayor shall be binding upon the City unless duly authorized or ratified by the City Council.



# CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>118</b>	<b>Roles &amp; Responsibilities of the Council- Appointed Mayor and Deputy Mayor</b>	<b>DATE ADOPTED:</b>	9/18/2023
		<b>BY RESOLUTION:</b>	2023-38
		<b>PAGES:</b>	PAGE 2 OF 3

- 9) Performing such other duties consistent with the office as may be prescribed by this policy or delegated to or imposed on the Mayor by the City Council if not inconsistent with the provisions of this policy.

## B. DEPUTY MAYOR’S DUTIES

The Deputy Mayor shall be a member of the City Council and shall perform all the functions and have the same authority and rights of a duly elected Councilmember. In the Mayor’s absence, the Deputy Mayor shall serve as the presiding officer of the City Council and will fulfill the mayoral duties described in this policy, as needed.

## C. EXPECTATIONS OF THE MAYOR AND DEPUTY MAYOR

It is the expectation of the City Council that the Mayor and Deputy Mayor, in the absence of the Mayor, be available to perform the duties outlined in this policy as well as duties set forth in DMMC Chapter 2.20.020 and other applicable City Council policies. Additionally, it is the expectation of the City Council that the Mayor and Deputy Mayor comply with the Del Mar City Council and City Manager Guiding Principles when performing mayoral duties.

## D. CONSIDERATION OF THIS POLICY WHEN APPOINTING MAYOR AND DEPUTY MAYOR

In accordance with DMMC Chapter 2.20 - City Council, the City Council will select a Mayor and a Deputy Mayor annually at the first meeting in December. Three affirmative votes shall be required to choose or change the Mayor or Deputy Mayor (DMMC 2.20.020(B)).

Additionally, as outlined in City Council Policy 100- Selection of the Mayor and Deputy Mayor, it has been the tradition of the City Council to place the top two vote getters in any election into a queue to rotate into the position of Mayor and Deputy Mayor, but it is not required that the City Council do so. Policy 100 states further that should any City Council member not be available to take their place in the traditional rotation, the next person in the rotation will be elevated to the Deputy Mayor or Mayor position, as applicable.

In accordance with this policy and Policy 100, the City Council will take into consideration the availability and willingness of its members to perform the duties and responsibilities of the Mayor and Deputy Mayor when voting on appointments to these important roles.

## E. CHANGE OF THE MAYOR AND DEPUTY MAYOR

Once appointed, if the Mayor or Deputy Mayor fail to meet the expectations of the City Council as identified in this Policy, in accordance with City Council Policy 301- Request by Members of the City Council to Place an Item on a City Council Agenda, two City Council members may place an item on the City Council agenda for the Council to consider



## CITY OF DEL MAR CITY COUNCIL POLICY BOOK

<b>118</b>	<b>Roles &amp; Responsibilities of the Council- Appointed Mayor and Deputy Mayor</b>	<b>DATE ADOPTED:</b>	9/18/2023
		<b>BY RESOLUTION:</b>	2023-38
		<b>PAGES:</b>	PAGE 3 OF 3

changing the Mayor and/or Deputy Mayor. Three affirmative votes shall be needed to change the Mayor and/or Deputy Mayor.

**F. RELATED REGULATIONS & POLICIES**

DMMC Chapter 2.20.020- Presiding Officer states that the City Council shall appoint a Mayor and Deputy Mayor at the first City Council meeting in December by three affirmative votes; establishes a one-year term for the Mayor; and designates the Mayor, or in the Mayor's absence, the Deputy Mayor, as the presiding officer of the City Council. In addition, the City Council has adopted various City Council policies included in the City Council Policy Book that include additional duties and responsibilities of the Mayor and Deputy Mayor for specific functions such as proclamation and managing public oral communications at City Council meetings. The Del Mar City Council and City Manager Guiding Principles also applies to the Mayor and Deputy Mayor in their capacity as members of the City Council and when performing their mayoral duties.



# City of Del Mar Council Liaison Report

TO: Honorable Mayor and City Council Members

FROM: Tracy Martinez, Deputy Mayor

DATE: December 15, 2025

## **North County Transit District -November meeting update**

**The North County Transit – San Diego Railroad (NCTD) Board of Directors (Board) held a public hearing and voted unanimously to standardize weekend BREEZE service levels and consolidate NCTD’s COASTER Connection service from five routes to two.** Prior to the public hearing, NCTD staff conducted robust public outreach regarding the proposed service changes, including launching dedicated web pages in English and Spanish, posting public hearing notices in local newspapers and informational flyers at major transit centers, and hosting in-person and virtual public engagement sessions. NCTD received 12 written comments related to the weekend standardization and 78 written comments regarding the COASTER Connection changes. The Board approved adding Sunday service to BREEZE Routes 304 and 318 and eliminating Saturday service on BREEZE Routes 325 and 347 to create one weekend schedule as opposed to two separate Saturday and Sunday schedules. The weekend standardization efforts will support NCTD’s initiative to balance weekend service levels systemwide.

The COASTER Connection service has seen low ridership since June 2024 when NCTD took over the routes after the San Diego Metropolitan Transit System (MTS) decided to eliminate the service. NCTD will maintain the two highest-performing routes, FLEX 473 and 479. FLEX 473 connects the Sorrento Valley COASTER Station to smaller businesses east of I-805 that may not have the resources to provide their own employer-sponsored shuttles. FLEX 479 connects the UTC area and UCSD – maintaining this route allows NCTD to expand on its partnership with UCSD to provide students with access to all of NCTD’s transit services. The Board expressed support for the COASTER Connection service change, emphasizing the need for fiscal responsibility when providing additional service outside of NCTD’s primary area of responsibility in North San Diego County.

The Board received the Monthly Intergovernmental Affairs Report for October 2025. On October 3, the United States Department of Transportation (DOT) issued an Interim Final Rule, effective immediately, eliminating the long-standing presumption that members of certain racial or gender groups are automatically considered socially and economically disadvantaged for purposes of Disadvantaged Business Enterprise (DBE) certification. Under the new rule, certifying agencies may not base disadvantaged status in whole or in part on an owner’s race or gender, and all currently certified DBE firms must be reevaluated under the individualized, case-by-case standard. Firms that do not demonstrate social and economic disadvantage under this new standard will be decertified. At the state level, Governor Gavin Newsom finalized action on hundreds of bills before the statutory deadline of October 13. Out of the 917 proposed bills that reached the Governor’s desk, he signed 794 and vetoed 123. While vetoed bills will not move forward, many are eligible for reintroduction in the next year of the legislative session. The Legislature will reconvene on January 5, 2026.

**Del Mar Community Connections (DMCC)**

The next Board Meeting will be on January 9, 2026, at 10:00 am at Town Hall followed by the DMCC Second Annual State of the Organization and a luncheon.

Jim Dutton is the December volunteer of the month for his contribution as a driver several times a week.