



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## AGENDA

### Joint REGULAR Meeting

Wednesday, August 25, 2021 \* 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California  
This meeting will be conducted in accordance with Governor Newsom's Executive Order N-29-20 related to the COVID-19 virus.

#### MEETING LOCATION WILL NOT BE OPEN TO THE PUBLIC

Due to the Executive Order to stay home, in person participation at City Council meetings will not be allowed at this time. In accordance with the Executive Order to stay home, there will be no members of the public in attendance at Council Meetings. Alternatives to in-person attendance for viewing and participating in City Council meetings are being provided under provided below.

#### AGENDA MATERIALS

A full City Council agenda packet including relative supporting documentation is posted online [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) Closed Session Agendas are posted at least 72 hours prior to regular meetings and at least 24 hours prior to special meetings.

#### WATCH THE MEETING

- Live web-streaming: Meetings web-stream live on the City's website on the City's [Public Meetings](#) webpage. Find the large Live Meeting button.
- Live Broadcast on Local Govt. Channel: Meetings are broadcast live on Cox Communications - Channel 19 / Spectrum (Time Warner)-Channel 24 / AT&T U-verse Channel 99.
- Archived videos online: The video taping of meetings are maintained as a permanent record and contain a detailed account of the proceedings. Council meeting tapings are archived and available for viewing on the City's [Public Meetings](#) webpage.

#### PUBLIC COMMENTS

- Written correspondence (supplemental items) regarding an agenda item at an open session meeting should be submitted to the City Clerk's Office at [clerkoffice@cosb.org](mailto:clerkoffice@cosb.org) with a) Subject line to include the meeting date b) Include the Agenda Item # as listed on the Agenda.
- Correspondence received after the official posting of the agenda, but before 3:00 p.m. (or 3 hrs. prior to the meeting start time) on the meeting day, will be distributed to Council and made available online along with the agenda posting. All submittals received before the start of the meeting will be made part of the record.
- Written submittals will be added to the record and not read out loud.
- The designated location for viewing supplemental documents is on the City's website [www.cityofsolanabeach.org](http://www.cityofsolanabeach.org) on the posted Agenda under the relative Agenda Item.

OR

Verbal comment participation: If you wish to provide a live verbal comment during the meeting, attend the virtual meeting via your computer or call in.

#### Before Meeting

- Sign-up (register) to speak at the virtual meeting for the Zoom webinar as early as possible and at least 3 hours prior to the start of the meeting so that Staff can manage the speaker list.  
- Public Participation Link: [https://cosb-org.zoom.us/webinar/register/WN\\_ncobU0sZT-G6XlafMDmg-w](https://cosb-org.zoom.us/webinar/register/WN_ncobU0sZT-G6XlafMDmg-w)  
Follow the prompts to enter your name and email address and identify the item you are speaking on.
- Join the meeting by locating your confirmation email, that was sent immediately following registration, which will provide your log-in link.
- Join/Log-In to the meeting at least 15 minutes prior to the start time so that the City Clerk can verify you are ready to speak before the meeting begins.
- If your computer does not have a mic to speak or you have sound issues, you can use the call-in audio information (Zoom ID, Participant ID) from a landline or cell phone to join the meeting for the audio accessibility.
- If you call in as well for better audio, mute your computer's speakers to eliminate feedback so that you do not have two audios competing when you are speaking.

#### During Meeting:

- Choose Gallery View to see the presentations, when applicable.

- o Participants will be called upon from those who have Registered and their name is identified by the City Clerk calling from the registration list. You will be called on by name and unmuted by the meeting organizer and then you may provide comments for the allotted time. Allotted speaker times are listed under each [Agenda](#) section.

**SPECIAL ASSISTANCE NEEDED - AMERICAN DISABILITIES ACT TITLE 2**

In compliance with the Americans with Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Section 202. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's office (858) 720-2400 [clerkoffice@cosb.org](mailto:clerkoffice@cosb.org) at least 72 hours prior to the meeting.

<b>CITY COUNCILMEMBERS</b>			
<b>Lesa Heebner, Mayor</b>			
<b>Kristi Becker</b> Deputy Mayor	<b>Kelly Harless</b> Councilmember	<b>David A. Zito</b> Councilmember District 1	<b>Jewel Edson</b> Councilmember District 3
Gregory Wade <b>City Manager</b>	Johanna Canlas <b>City Attorney</b>	Angela Ivey <b>City Clerk</b>	

**SPEAKERS:**

See Public Participation on the first page of the Agenda for publication participation options.

**READING OF ORDINANCES AND RESOLUTIONS:**

Pursuant to [Solana Beach Municipal Code](#) Section 2.04.460, at the time of introduction or adoption of an ordinance or adoption of a resolution, the same shall not be read in full unless after the reading of the title, further reading is requested by a member of the Council. If any Councilmember so requests, the ordinance or resolution shall be read in full. In the absence of such a request, this section shall constitute a waiver by the council of such reading.

**CALL TO ORDER AND ROLL CALL:**

**CLOSED SESSION REPORT:**

**FLAG SALUTE:**

**PROCLAMATIONS/CERTIFICATES:** *Ceremonial*

Solana Beach Little League

**PRESENTATIONS:** Ceremonial items that do not contain in-depth discussion and no action/direction.  
*None at the posting of this agenda*

**APPROVAL OF AGENDA:**

**ORAL COMMUNICATIONS:**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

This portion of the agenda provides an opportunity for members of the public to address the City Council on items relating to City business and not appearing on today's agenda by having submitted written comments for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda.

Comments relating to items on this evening's agenda are taken at the time the items are heard. Pursuant to the Brown Act, no action shall be taken by the City Council on public comment items. Council may refer items to the City Manager for placement on a future agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

### **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.*

#### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.4.)**

**Note to Public: Refer to [Public Participation](#) for information on how to submit public comment.**

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

#### **A.1. Minutes of the City Council.**

Recommendation: That the City Council

1. Approve the Minutes of the following City Council meetings June 9, 2021 and July 14, 2021.

#### **[Item A.1. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

#### **A.2. Register Of Demands. (File 0300-30)**

Recommendation: That the City Council

1. Ratify the list of demands for June 19, 2021 – August 6, 2021.

#### **[Item A.2. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

#### **A.3. General Fund Budget Adjustments for Fiscal Year 2021/22. (File 0330-30)**

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2021-2022 General Fund Adopted Budget.

#### **[Item A.3. Report \(click here\)](#)**

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

#### **A.4. Destruction of Obsolete Records.** (File 170-50)

Recommendation: That the City Council

1. Adopt **Resolution 2021-099** authorizing the destruction of officially obsolete records.

#### [Item A.4. Report \(click here\)](#)

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#### **B. PUBLIC HEARINGS:** (B.1.)

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each.

After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record.

#### **B.1. 640 N. Granados Ave., Applicant: Barnes, Case DRP-20-003/SDP20-007.** (File 0600-40)

Recommendation: The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings required as discussed in this report to approve a DRP and SDP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-100** conditionally approving a DRP and SDP to remodel and add to an existing single-family residence with a two-car garage and perform associated site improvements at 640 N. Granados Avenue, Solana Beach.

#### [Item B.1. Report \(click here\)](#)

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## **C. STAFF REPORTS: (C.1. – C.5.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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### **C.1. Proposed Building Electrification and Electric Vehicle Charging Infrastructure Amendments to the 2019 Edition of the California Building Standards Code that Would Exceed the Minimum Energy Efficiency Standards Established by the State (Reach Codes). (File 0600-05)**

Recommendation: That the City Council

1. Discuss and provide direction to Staff regarding the development of Building Electrification and Electric Vehicle Charging Infrastructure Reach Codes.

#### [Item C.1. Report \(click here\)](#)

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### **C.2. Solana 101 Final Map, Conditions, Covenants & Restrictions (CC&Rs) and Final Landscape Plan. (File 0600-40)**

Recommendation: That the City Council

1. Adopt **Resolution 2021-101**:
  - a. Approving the Covenants, Conditions and Restrictions for the Solana 101 Project.
  - b. Approving the final landscape plan for Solana 101 Project.
  - c. Approving the Solana 101 Project final subdivision map.
  - d. Authorizing the City Engineer, City Attorney, City Treasurer and City Clerk to sign the final map.
  - e. Authorize the recordation of the final subdivision map.

#### [Item C.2. Report \(click here\)](#)

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### **C.3. Update on City of Kindness Initiative and Discussion of Subcommittee Priorities. (File 0160-80)**

Recommendation: That the City Council

1. Discuss and provide direction on the two initial City of Kindness priority projects.

#### [Item C.3. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**C.4. City Website Redesign Update.** (File 0190-60)

Recommendation: That the City Council

1. Receive the update and provide feedback.

[Item C.4. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**C.5. Adopt (2<sup>nd</sup> Reading) Ordinance 517 – Amending Chapter 6.20 of the Solana Beach Municipal Code to Comply with State Mandated Organic Waste Disposal Requirements.** (File 1030-50)

Recommendation: That the City Council

1. Adopt **Ordinance 517** amending Chapter 6.20 of the Solana Beach Municipal Code to address state organics recycling mandates.

[Item C.5. Report \(click here\)](#)

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**WORK PLAN COMMENTS:**

*Adopted June 23, 2021*

**COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

**COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

**REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

- a. City Selection Committee (meets twice a year) Primary-Heebner, Alternate-Edson
- b. Clean Energy Alliance (CEA) JPA: Primary-Becker, Alternate-Zito
- c. County Service Area 17: Primary- Harless, Alternate-Edson
- d. Escondido Creek Watershed Authority: Becker /Staff (no alternate).
- e. League of Ca. Cities' San Diego County Executive Committee: Primary-Becker, Alternate-Harless. Subcommittees determined by its members.
- f. League of Ca. Cities' Local Legislative Committee: Primary-Harless, Alternate-Becker
- g. League of Ca. Cities' Coastal Cities Issues Group (CCIG): Primary-Becker, Alternate-Harless
- h. North County Dispatch JPA: Primary-Harless, Alternate-Becker
- i. North County Transit District: Primary-Edson, Alternate-Harless
- j. Regional Solid Waste Association (RSWA): Primary-Harless, Alternate-Zito
- k. SANDAG: Primary-Heebner, 1<sup>st</sup> Alternate-Zito, 2<sup>nd</sup> Alternate-Edson. Subcommittees determined by its members.

- l. SANDAG Shoreline Preservation Committee: Primary-Becker, Alternate-Zito
- m. San Dieguito River Valley JPA: Primary-Harless, Alternate-Becker
- n. San Elijo JPA: Primary-Zito, Primary-Becker, Alternate-City Manager
- o. 22<sup>nd</sup> Agricultural District Association Community Relations Committee: Primary-Edson, Primary-Heebner

**STANDING COMMITTEES: (All Primary Members) (Permanent Committees)**

- a. Business Liaison Committee – Zito, Edson.
- b. Fire Dept. Management Governance & Organizational Evaluation – Harless, Edson
- c. Highway 101 / Cedros Ave. Development Committee – Edson, Heebner
- d. Parks and Recreation Committee – Zito, Harless
- e. Public Arts Committee – Edson, Heebner
- f. School Relations Committee – Becker, Harless
- g. Solana Beach-Del Mar Relations Committee – Heebner, Edson

**CITIZEN COMMISSION(S)**

- a. Climate Action Commission: Primary-Zito, Alternate-Becker

**ADJOURN:**

**Next Regularly Scheduled Meeting is September 8, 2021**

*Always refer the City's website Event Calendar for Special Meetings or an updated schedule.*

*Or Contact City Hall 858-720-2400*

[www.cityofsolanabeach.org](http://www.cityofsolanabeach.org)

**AFFIDAVIT OF POSTING**

STATE OF CALIFORNIA }  
 COUNTY OF SAN DIEGO } §  
 CITY OF SOLANA BEACH }

I, Angela Ivey, City Clerk of the City of Solana Beach, do hereby certify that this Agenda for the August 25, 2021 Council Meeting was called by City Council, Successor Agency to the Redevelopment Agency, Public Financing Authority, and the Housing Authority of the City of Solana Beach, California, was provided and posted on August 18, 2021 at 2:30 p.m. on the City Bulletin Board at the entrance to the City Council Chambers. Said meeting is held at 6:00 p.m., August 25, 2021, in the Council Chambers, at City Hall, 635 S. Highway 101, Solana Beach, California.

Angela Ivey, City Clerk \* City of Solana Beach, CA

**CITIZEN CITY COMMISSION AND COMMITTEE MEETINGS:**

*Regularly Scheduled, or Special Meetings that have been announced, are posted on each Citizen Commission's Agenda webpage. See the [Citizen Commission's Agenda webpages](#) or the City's Events [Calendar](#) for updates.*

- **Budget & Finance Commission**
- **Climate Action Commission**
- **Parks & Recreation Commission**
- **Public Arts Commission**
- **View Assessment Commission**



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,  
PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint – Closed Session

Wednesday, June 9, 2021 ♦ 5:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom’s

Executive Order N-29-20 related to the COVID-19 virus.

Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:00 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Present: Gregory Wade, City Manager  
Johanna Canlas, City Attorney

### PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

Report to Council Chambers and submit speaker slips to the City Clerk before the meeting recesses to closed session.

### CLOSED SESSION:

#### 1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Gregory Wade

Employee organizations: Miscellaneous Employees, Marine Safety Unit

#### 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

City Manager review.

#### 3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

- Coronado, Imperial Beach, Lemon Grove & Solana Beach v. SANDAG, et al (Case No. 37-2020-00033974-CU-MC-CTL)

#### 4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

Two (2) Potential case(s).

**AGENDA ITEM A.1.**

**5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Pursuant to Government Code section 54956.8

Property: APN: 263-352-03,04,05,06 and 07 and 263-342-02

City Negotiators: City Manager Greg Wade and City Attorney Johanna Canlas

Negotiating Parties: Matt Tucker, North County Transit District

Under negotiation: Lease Price and Terms

**No reportable action.**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 6:22 p.m.

Angela Ivey, City Clerk

Council Approved: \_\_\_\_\_



# CITY OF SOLANA BEACH

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## MINUTES

Joint REGULAR Meeting

Wednesday, June 9, 2021 \* 6:00 p.m.

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**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
**City Manager**

Johanna Canlas  
**City Attorney**

Angela Ivey  
**City Clerk**

### SPEAKERS:

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### READING OF ORDINANCES AND RESOLUTIONS:

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### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:27 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also: Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Ryan Smith, Finance Dir.

Joseph Lim, Community Development Dir.

**CLOSED SESSION REPORT:** None

**FLAG SALUTE:**

## **APPROVAL OF AGENDA:**

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Edson to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

## **ORAL COMMUNICATIONS:**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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[Oral Communications – Supplemental Docs \(upd.6-9-21 at 1:45pm\)](#)

Due to Virtual Mtgs at this time: Public Comments were accepted ahead of the mtg. since there is no in-person ability to submit them at the time of speaking.

Karl Rudnick presented a PowerPoint (on file) and spoke about electric bikes, the San Diego County Bicycle Coalition's educational efforts, and asked Solana Beach to support a local flyer at a cost of \$1,200 for 3,000 flyers.

Kristine Schindler spoke about spending more of her efforts in Encinitas where she had moved, that she would still advocate for complete streets with beauty and safety, and her work with the community, Council, and Staff.

## **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendaized for official City business with no action or substantive discussion.*

### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.12.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

### **A.1. Minutes of the City Council.**

Recommendation: That the City Council

1. Approve the Minutes of City Council meetings held April 28, 2021 and May 12, 2021.

Approved Minutes [http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B\\_BASIC](http://www.ci.solana-beach.ca.us/index.asp?SEC=F0F1200D-21C6-4A88-8AE1-0BC07C1A81A7&Type=B_BASIC)

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried

unanimously.

**A.2. Register Of Demands.** (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for May 8, 2021 – May 21, 2021.

[Item A.2. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.3. General Fund Budget Adjustments for Fiscal Year 2020/21.** (File 0330-30)

Recommendation: That the City Council

1. Receive the report listing changes made to the Fiscal Year 2020-2021 General Fund Adopted Budget.

[Item A.3. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.4. Fiscal Year 2021/22 Municipal Improvement Districts Benefit (MID) Fees.**  
(File 0495-20)

Recommendation: That the City Council

1. Approve **Resolution 2021-069**, setting the Benefit Charges for MID No. 9C, Santa Fe Hills, at \$232.10 per unit for FY 2021/22.
2. Approve **Resolution 2021-070**, setting the Benefit Charges for MID No. 9E, Isla Verde, at \$68.74 per unit for FY 2021/22.
3. Approve **Resolution 2021-071**, setting the Benefit Charges for MID No. 9H, San Elijo Hills # 2, at \$289.58 per unit for FY 2021/22.
4. Approve **Resolution 2021-072**, setting the Benefit Charges for MID No. 33, Highway 101/Railroad Right-of-Way, at \$3.12 per unit for FY 2021/22.

[Item A.4. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.5. Fiscal Year 2021/22 Fire Benefit Fee.** (File 0390-23)

Recommendation: That the City Council

1. Adopt **Resolution 2021-073:**
  - a. Setting the FY 2021/22 Fire Benefit Fee at \$10.00 per unit, and
  - b. Approving the Fee for levying on the tax roll.

#### [Item A.5. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.6. WageWorks/HealthEquity Amendment.** (File 0520-30)

Recommendation: That the City Council

1. Adopt **Resolution 2021-084** approving and authorizing the City Manager to execute the temporary amendment with WageWorks/HealthEquity in order to comply with options available under The Consolidated Appropriations Act, 2021 for Flexible Spending Accounts.

#### [Item A.6. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.7. City Hall and Fire Station Water Damage Repair Project.** (File 0700-25)

Recommendation: That the City Council

1. Adopt **Resolution 2021-077:**
  - a. Accepting as complete the City Hall and Fire Station Water Damage Repair Project, Bid 2020-02, constructed by War Rhino, Inc.
  - b. Authorizing the City Clerk to file a Notice of Completion.

#### [Item A.7. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **A.8. Glenmont Underground Utility District Seed Money & Boundary Revision.**

(File 1010-90)

Recommendation: That the City Council

1. Adopt **Resolution 2021-068** approving the additional payment of an amount not to exceed \$25,000 from the City's share of CPUC Rule 20A funds in seed money to cover the design costs for the preparation of preliminary plans and preliminary cost estimate by SDG&E for the revised district boundary that would add properties along a portion of Marview Drive and all of Ford Avenue to the Glenmont Avenue Underground Utility District.

#### [Item A.8. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.9. Streetlight Maintenance and Repairs.** (File 0820-60)

Recommendation: That the City Council

1. Adopt **Resolution 2021-067:**
  - a. Authorizing the City Manager to execute an agreement with Siemens Mobility, Inc. for FY 2021/22 for streetlight maintenance and repairs services, at an amount not to exceed \$65,800.
  - b. Authorizing the City Manager to extend the agreement for four additional one-year terms, at the City's option, at an amount not to exceed the budgeted amount for each year.

[Item A.9. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.10. Solana Energy Alliance (SEA) Decertification.** (File 1010-45)

Recommendation: That the City Council

1. Adopt **Resolution 2021-085** decertifying Solana Energy Alliance as a community choice aggregator.

[Item A.10. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.11. Community Development Professional Services.** (File 0600-05)

Recommendation: That the City Council

1. Adopt **Resolution 2021-078** authorizing the City Manager to execute Professional Services Agreements with Data Ticket, Summit Environmental, Telecom Law Firm and Warwick Consulting Group.

[Item A.11. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.12. Building and Safety Plan Review and Inspection Services.** (File 0800-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-079** authorizing the City Manager to execute a Professional Services Agreement with EsGil at the fixed rate of 55% of the building plan review and permit fees for one (1) year with four (4) additional one (1) year optional extensions at the City Manager's discretion.

[Item A.12. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

**Motion:** Moved by Councilmember Edson and second by Deputy Mayor Becker to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**B. PUBLIC HEARINGS: (B.1.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

An applicant or designee(s) for a private development/business project, for which the public hearing is being held, is allotted a total of fifteen minutes to speak, as per SBMC 2.04.210. A portion of the fifteen minutes may be saved to respond to those who speak in opposition. All other speakers have three minutes each.

After considering all of the evidence, including written materials and oral testimony, the City Council must make a decision supported by findings and the findings must be supported by substantial evidence in the record.

**B.1. Public Hearing: 512, 516, 524, 538 S. Nardo Ave., Applicant: Ocean Ranch Estates, LLC, Case: MOD20-003.** (File 0600-40)

The proposed project meets the minimum objective requirements under the SBMC, is consistent with the General Plan and may be found, as conditioned, to meet the discretionary findings to approve a modification to the approved DRP and SUB/TPM. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, Close the Public Hearing.
2. If the City Council makes the requisite findings and approves the project, adopt **Resolution 2021-054** conditionally approving a modification to the DRP and SUB/TPM to relocate the proposed 8-inch sewer line into a newly proposed easement and add roadside infiltration swales along Bell Ranch Road and an infiltration basin in front of Lot 2 during phase one of the project on property at 512 through 538 South Nardo Avenue, Solana Beach.

[Item B.1. Report \(click here\)](#)

[Item B.1. Supplemental Docs \(upd. 6-9-21 at 1:05pm\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Deputy Mayor Becker recused herself having property within 500 ft. of the project area.

Greg Wade, City Manager, introduced the item.

Corey Andrews, Principal Planner, presented a PowerPoint (on file)

Mayor Heebner opened the public hearing.

Council disclosures.

Councilmember Edson disclosed that she had an ownership in a property that touched the 1,000 sq. ft. radius, that the project and modifications would not materially impact her property, and that she was able to make a fair and impartial decision.

Council and Staff discussed that the proposed 20 ft. wide sewer easement would be the required space to service the sewer, that an easement agreement would be recorded that would allow some landscaping and fencing subject to an encroachment maintenance agreement, that the trenching would not change elevations or street profiles, the infiltration swales construction and the maintenance by the applicant or the HOA, the safety of surrounding improvements, that the required walkway improvements would require the applicant to flatten the slope fronting the walk area, and whether concrete or decomposed granite (DG) was the best material for the pedestrian walkway.

Nicholas Nicholas, Applicant, Ocean Ranch Estates, spoke about the materials and the overall project.

Justin Suiter, Applicant's Engineer, Pasco, Laret, Suiter & Assoc., spoke about the bio-filtration basin and infiltration swales, coordinating the downhill drainage with the neighbors, landscaping the swale, coordinating the sewer connection through neighbors properties, the sewer work would decrease the grading approximately 75%, working with the Monken's landscaping requests, and the slope area being located within the City's hillside overlay zone and limitation of what they can do to the slope, and the neighbor's request for landscape trimming at the fence line could be conducted within the access restrictions of the hillside overlay zone.

Laura Wilf, neighbor, said they were not aware of the walkway on Nardo that was already approved in 2019, that she submitted to Council today the signatures of 4 other neighbors requesting that the sidewalk not be approved at this time since it does not connect to any other sidewalk, that it may confuse pedestrians and create a safety issue crossing the street, not favoring DG because it tracks on people's shoes to the inside of the house, and she requested that the sidewalk and street traffic be researched further before proceeding with that portion of the project.

**Motion:** Moved by Councilmember Harless and second by Councilmember Zito to close the public hearing. **Approved 4/0/1** Ayes: Heebner, Harless, Zito, Edson. Noes: None. Absent: Becker (Recused). Motion carried.

Council and Staff discussed the right-of-way improvements, offsite improvements were often required, that the right-of-way improvements did not always require sidewalks along with other improvements and depended on the scope and extent of the project, that right-of-way improvements could include decomposed granite walking surface and

sometimes a combined walking and parking area of 10 ft. width, that this sidewalk improvement was thought to effectuate a consistent pedestrian pathway going in at Solana Highlands, the City Engineer met with the neighbors regarding the willingness to dedicate the easement to the City and reviewed the impacts and the purpose of the 20 ft. wide sewer easement, and that this easement would be a recorded document.

Discussion continued regarding not always requiring sidewalks, the consistency of the decomposed granite (DG) pathways, that the parties could enter into a private agreement regarding landscaping between the properties, the intent of the sidewalk was to be consistent with other pedestrian pathways connecting to this area, and whether to allow for either DG or concrete in the future.

**Motion:** Moved by Councilmember Zito and second by Councilmember Edson to approve Staff recommendation. **Approved 4/0/1:** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Absent: Becker (recused). Motion carried.

Mayor Heebner recessed the meeting for a break and 8:08 p.m. and reconvened at 8:11 p.m.

### **C. STAFF REPORTS: (C.1.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

#### **C.1. Fiscal Year (FY) 2021/22 Community Grant Program Requests.** (File 0330-25)

Recommendation: That the City Council

1. Receive the Staff Report, Community Grant applications and consider the presentations from the grant applicants. This item will come back to the City Council at the June 23, 2021 City Council Meeting for Council's grant allocations.

#### [Item C.1. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Application presentations:

- Assistance League of Rancho San Dieguito
- BikeWalkSolana
- Boys and Girls Clubs of San Dieguito
- Casa de Amistad
- Community Resource Center
- Disconnect Collective
- Girls on the Run
- Jaliscience Folkloric Academy
- La Colonia Community Foundation
- Nature Collective
- North Coast Repertory Theater
- Pathways to Citizenship (Formerly NCIC)
- San Diego Green Building Council
- Solana Beach Civic and Historical Society

**WORK PLAN COMMENTS:**

*Adopted June 12, 2019*

**COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

**COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

**REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

**STANDING COMMITTEES: (All Primary Members) (*Permanent Committees*)**

**CITIZEN COMMISSION(S)**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 9:18 p.m.

Angela Ivey, City Clerk

Council Approved: \_\_\_\_\_



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY,  
PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint – Closed Session

Wednesday, July 14, 2021 ♦ 5:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

This meeting will be conducted in accordance with Governor Newsom's

Executive Order N-29-20 related to the COVID-19 virus.

Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
**City Manager**

Johanna Canlas  
**City Attorney**

Angela Ivey  
**City Clerk**

### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 5:01 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also Present: Gregory Wade, City Manager  
Johanna Canlas, City Attorney

### PUBLIC COMMENT ON CLOSED SESSION ITEMS (ONLY):

Report to Council Chambers and submit speaker slips to the City Clerk before  
The meeting recesses to closed session.

### CLOSED SESSION:

#### 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957  
City Manager review.

#### 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

- Coronado, Imperial Beach, Lemon Grove & Solana Beach v. SANDAG, et al (Case No. 37-2020-00033974-CU-MC-CTL)

#### 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code section 54956.8

Property: APN: 263-352-03,04,05,06 and 07 and 263-342-02

City Negotiators: City Manager Greg Wade and City Attorney Johanna Canlas

Negotiating Parties: Matt Tucker, North County Transit District

Under negotiation: Lease Price and Terms

- 4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – (added 7-13-21, 12pm)  
Pursuant to Government Code Section 54956.9(d)(2)  
Two (2) Potential cases.

**No reportable action.**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 6:09 p.m.

Megan Bavin, Deputy City Clerk

Council Approved: \_\_\_\_\_



# CITY OF SOLANA BEACH

SOLANA BEACH CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

## MINUTES

Joint REGULAR Meeting

Wednesday, July 14, 2021 \* 6:00 p.m.

Teleconference Location Only-City Hall/Council Chambers, 635 S. Highway 101, Solana Beach, California

**Minutes contain a summary of significant discussions and formal actions taken at a City Council meeting.**

- City Council meetings are video recorded and archived as a permanent record. The video recording captures the complete proceedings of the meeting and is available for viewing on the City's website.
- Posted Reports & Supplemental Docs contain records up to the cut off time prior to meetings for processing new submittals. Complete records containing meeting handouts, PowerPoints, etc. can be obtained through a [Records Request](#).

### CITY COUNCILMEMBERS

**Lesa Heebner, Mayor**

**Kristi Becker**  
Deputy Mayor

**Kelly Harless**  
Councilmember

**David A. Zito**  
Councilmember  
District 1

**Jewel Edson**  
Councilmember  
District 3

Gregory Wade  
City Manager

Johanna Canlas  
City Attorney

Angela Ivey  
City Clerk

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### CALL TO ORDER AND ROLL CALL:

Mayor Heebner called the meeting to order at 6:14 p.m.

Present: Lesa Heebner, Kristi Becker, Kelly Harless, David A. Zito, Jewel Edson

Absent: None

Also: Greg Wade, City Manager

Present: Johanna Canlas, City Attorney

Angela Ivey, City Clerk

Dan King, Assistant City Manager

Mo Sammak, City Engineer/Public Works Dir.

Ryan Smith, Finance Dir.

Joseph Lim, Community Development Dir.

**CLOSED SESSION REPORT: None**

**FLAG SALUTE:**

**PRESENTATIONS:** Ceremonial items that do not contain in-depth discussion and no action/direction.

### SANDAG 2021 Regional Plan

Hasan Ikhata, SANDAG spoke about the "5 Big Moves" County Regional Transportation Plan, that the plan is about imagining the future of transportation in San Diego County, that it was a response to the county's need to meet state greenhouse gas emission reduction requirements and federal requirements, that it would hopefully allow San Diegans to dream and civic leaders to help accomplish those dreams, that SANDAG has no land use authority but a desire to work with member cities and the county, their

desire to work with City for the betterment of the region and for meeting state and federal mandates, that the “5 Big Moves” are five strategies that work together, that the plan would bring high-speed rail, shuttles to major work centers, a large transportation hub and more to the region, that the five moves include Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets and a Next OS (Operating System).

Antoinette Meyer, SANDAG, spoke about the 2021 Regional Transportation Plan, provided background information on the plan, explained why the plan is important, and the process SANDAG went through to develop it.

Allison Wood, SANDAG, spoke about the projects that are proposed in North County and in the Solana Beach greater community.

Council and the presenters discussed costs, funding sources such as future sales tax, formal funding and grants, the Solana Beach Train Station as a mobility hub, and their support for the Big Five.

#### **APPROVAL OF AGENDA:**

**Motion:** Moved by Deputy Mayor Becker and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

#### **ORAL COMMUNICATIONS: None**

#### **COUNCIL COMMUNITY ANNOUNCEMENTS / COMMENTARY:**

*An opportunity for City Council to make brief announcements or report on their activities. These items are not agendized for official City business with no action or substantive discussion.*

#### **A. CONSENT CALENDAR: (Action Items) (A.1. - A.8.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

Items listed on the Consent Calendar are to be acted in a single action of the City Council unless pulled for discussion.

Any member of the public may address the City Council on an item of concern by submitting written correspondence for the record to be filed with the record or by registering to join the virtual meeting online to speak live, per the Public Participation instructions on the Agenda. The maximum time allotted for each speaker is THREE MINUTES (SBMC 2.04.190).

Those items removed from the Consent Calendar by a member of the Council will be trailed to the end of the agenda, while Consent Calendar items removed by the public will be discussed immediately after approval of the Consent Calendar.

#### **A.1. Minutes of the City Council.**

Recommendation: That the City Council

1. Approve the Minutes of the following City Council meeting May 26, 2021.

[Item A.1. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.2. Register Of Demands.** (File 0300-30)

Recommendation: That the City Council

1. Ratify the list of demands for June 5, 2021 – June 18, 2021.

[Item A.2. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve.  
**Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.3. San Elijo Joint Powers Authority (SEJPA) 1st Amended Restatement of Agreement.** (File 0330-30)

Recommendation: That the City Council

1. Adopt **Resolution 2021-093** approving the First Amended Restatement of Agreement Between Cardiff Sanitation District and Solana Beach Sanitation District Establishing the San Elijo Joint Powers Authority.

[Item A.3. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve.  
**Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.4. Adopting Fiscal Year 2021/2022 Salary, Classification and Compensation Plans, adopting the Memorandum of Understandings for SBEA-MISC. and SBEA-MSU, and Updating the Public Works Operations Manager and Supervisor Job Descriptions.** (File 0520-10)

Recommendation: That the City Council

1. Adopt **Resolution 2021-096** approving the FY 2021/2022 Salary and Compensation schedules and the updates to the Public Works Operations Manager and Public Works Supervisor positions.
2. Adopt **Resolution 2021-097** approving the Memorandum of Understanding Agreements between the City and the Solana Beach Employees' Association-Miscellaneous Unit and Marine Safety Unit.
3. Approve a FY 2021/22 appropriation of \$950 to the General Fund and \$2,725 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
4. Approve a FY 2022/23 appropriation of \$11,570 to the General Fund and \$4,980 to non-General Fund funds allocated between salary and benefits as determined by the Finance Department.
5. Authorize the City Treasurer to amend the FY 2021/2022 and FY 2022/23 Adopted Budget accordingly.

[Item A.4. Report \(click here\)](#)

[Item A.4. Updated Report #1 \(updated 7-14-21 at 3:30pm\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve.  
**Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.5. Sewer & Storm Drain Rehabilitation Project Bid No. 2021-03 Award.**

(File 1040-48)

Recommendation: That the City Council

1. Adopt **Resolution 2021-095:**

- a. Awarding the construction contract to Nuline Technologies, in the amount of \$675,000, for the Sewer & Storm Drain Rehabilitation Project, Bid 2021-03.
- b. Approving an amount of \$125,000 for construction contingency.
- c. Authorizing the City Manager to execute the construction contract on behalf of the City.
- d. Authorizing the City Manager to approve cumulative change orders up to the construction contingency amount.

[Item A.5. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve.  
**Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.6. Santa Helena Neighborhood Trail Project Services Agreement.** (File 0820-46)

Recommendation: That the City Council

1. Adopt **Resolution 2021-094** authorizing the City Manager to execute a Professional Services Agreement, in an amount not to exceed \$62,000, with MW Peltz + Associates, Inc. for final design, public outreach, preparation of construction documents and bid support for the Santa Helena Neighborhood Trail Project.

[Item A.6. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve.  
**Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.7. League of California Cities' 2021 Annual Business Meeting Voting Delegates Designees.** (File 0140-10)

Recommendation: That the City Council

1. Appoint Deputy Mayor Becker, primary voting delegate, Councilmember Harless, 1<sup>st</sup> alternate, and City Manager, Gregory Wade, 2<sup>nd</sup> alternate, as the voting delegates for the 2021 Annual Business Meeting of the League of California Cities Annual Conference.

2. Authorize the City Clerk to attest to the appointments and submit the Official Voting Form to the League of California Cities before September 15, 2021.

[Item A.7. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**A.8. Video Production Services Agreement.** (File 0190-20)

Recommendation: That the City Council

1. Adopt **Resolution 2021-098** authorizing the City Manager to enter into a one-year Professional Services Agreement with Bob Hoffman Video and Photography with an option to extend for four (4) additional one-year periods based on satisfactory performance.

[Item A.8. Report \(click here\)](#)

**Motion:** Moved by Councilmember Edson and second by Mayor Heebner to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously

**B. PUBLIC HEARINGS:** None

**C. STAFF REPORTS: (C.1. – C.3.)**

**Note to Public:** Refer to [Public Participation](#) for information on how to submit public comment.

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**C.1. Quarterly Investment Report.** (File 0350-44)

Recommendation: That the City Council

1. Accepts and files the Cash and Investment Report for the quarter ended June 30, 2021.

[Item C.1 Report \(click here\)](#)

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Greg Wade, City Manager, introduced the item.

Genny Lynkiewicz, Chandler Asset Management, presented a powerpoint (on file).

**C.2. Introduce (1<sup>st</sup> Reading) Ordinance 517 amending Chapter 6.20 of the Solana Beach Municipal Code to Comply with State Mandated Organic Waste Disposal Requirements.** (File 1030-50)

Recommendation: That the City Council

1. Introduce **Ordinance 517** amending Chapter 6.20 of the Solana Beach Municipal Code to address state organics recycling mandates.

[Item C.2. Report \(click here\)](#)

Greg Wade, City Manager, introduced the item.

Rimga Viskanta, Senior Management Analyst, presented a powerpoint (on file).

Councilmember Harless and Staff discussed the fines that Cal Recycle can give to entities if they determine there is not enough enforcement action.

Greg Wade, City Manager, Jim Ambroso, EDCO, and Council discussed what a City would do if they weren't contracted by EDCO, that EDCO had built a digester years in advance, that there was still work to be done, and that they were confident that EDCO won't overcommit itself.

**Motion:** Moved by Councilmember Zito and second by Councilmember Harless to approve. **Approved 5/0.** Ayes: Heebner, Becker, Harless, Zito, Edson. Noes: None. Motion carried unanimously.

**C.3. Public Arts Commission Appointment.** (File 0120-06)

Recommendation: That the City Council

1. Appoint one (1) member to the Public Arts Commission nominated/appointed by *Council-at-large* for a term ending January 2023.

[Item C.3. Report \(click here\)](#)

*Posted Reports & Supplemental Docs contain records up to the cut off time, prior to the start of the meeting, for processing new submittals. The final official record containing handouts, PowerPoints, etc. can be obtained through a Records Request to the City Clerk's Office.*

Greg Wade, City Manager, introduced the item.

Greg Wade, City Manager, said that one application had been received during the application period and that a second application was received after the application period ended.

Council and staff discussed the application deadline, the late application received, extending the application due date deadline, implementing a policy extending the length of an application period to six or eight weeks so more residents can apply, and postponing the item to a future meeting after summer break.

Greg Wade, City Manager, said that the policy would need to allow for a shorter application period in case a quorum was needed and the vacancy needed to be filled quickly.

Council reached a consensus to postpone the item to the September 8th Council Meeting and extend the application deadline to August 25, 2021.

**WORK PLAN COMMENTS:**

*Adopted June 23, 2021*

**COMPENSATION & REIMBURSEMENT DISCLOSURE:**

GC: Article 2.3. Compensation: 53232.3. (a) Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel. 53232.3 (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency "City" at the next regular meeting of the legislative body.

**COUNCIL COMMITTEE REPORTS:** [Council Committees](#)

**REGIONAL COMMITTEES: (outside agencies, appointed by this Council)**

**STANDING COMMITTEES: (All Primary Members) (*Permanent Committees*)**

**CITIZEN COMMISSION(S)**

**ADJOURN:**

Mayor Heebner adjourned the meeting at 7:55 p.m.

Megan Bavin, Deputy City Clerk

Council Approved: \_\_\_\_\_



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** Register of Demands

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## **BACKGROUND:**

Section 3.04.020 of the Solana Beach Municipal Code requires that the City Council ratify a register of demands which represents all financial demands made upon the City for the applicable period.

Register of Demands- 06/19/21 through 08/06/21

Check Register-Disbursement Fund (Attachment 1)		\$	3,379,752.85
PERS Retirement (EFT)	June 24, 2021		47,815.43
PERS Retirement (EFT)	July 6, 2021		714.93
Retirement Payroll	July 7, 2021		4,648.00
Council Payroll	July 8, 2021		4,766.55
Federal & State Taxes	July 8, 2021		397.82
Net Payroll	July 9, 2021		230,307.28
Federal & State Taxes	July 9, 2021		63,612.12
PERS Annual UAL	July 19, 2021		1,216,649.00
Net Payroll	July 23, 2021		265,220.23
Federal & State Taxes	July 23, 2021		80,794.91
PERS Retirement (EFT)	July 27, 2021		50,164.16
PERS Retirement (EFT)	August 6, 2021		49,046.47
<b>TOTAL</b>		<b>\$</b>	<b>5,393,889.75</b>

## **DISCUSSION:**

Staff certifies that the register of demands has been reviewed for accuracy, that funds are available to pay the above demands, and that the demands comply with the adopted budget.

On July 1, 2021, the City migrated its financial software system from Central Square eFinance Plus to Tyler Munis. Due to this change, the check register presented in Attachment 1 is from the two different financial software systems and will vary from prior presentation format.

CITY COUNCIL ACTION: \_\_\_\_\_

**CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The register of demands for June 19, 2021 through August 6, 2021 reflects total expenditures of \$5,393,889.75 from various City sources.

**WORK PLAN:**

N/A

**OPTIONS:**

- Ratify the register of demands.
- Do not ratify and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council ratify the above register of demands.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



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Gregory Wade, City Manager

Attachments:

1. Check Register – Disbursement Fund

PENTAMATION  
DATE: 08/09/2021  
TIME: 13:23:54

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99162	06/23/21			550	2021 NET SURPLUS COMP	0.00	64.66
1011	99163	06/23/21			550	2021 NET SURPLUS COMP	0.00	229.87
1011	99164	06/23/21			550	2021 NET SURPLUS COMP	0.00	208.86
1011	99165	06/23/21			550	2021 NET SURPLUS COMP	0.00	52.06
1011	99166	06/23/21			550	2021 NET SURPLUS COMP	0.00	68.83
1011	99167	06/23/21			550	2021 NET SURPLUS COMP	0.00	47.23
1011	99168	06/23/21			550	2021 NET SURPLUS COMP	0.00	108.99
1011	99169	06/23/21			550	2021 NET SURPLUS COMP	0.00	534.84
1011	99170	06/23/21			550	2021 NET SURPLUS COMP	0.00	104.72
1011	99171	06/23/21			550	2021 NET SURPLUS COMP	0.00	75.43
1011	99172	06/23/21			550	2021 NET SURPLUS COMP	0.00	55.32
1011	99173	06/23/21			550	2021 NET SURPLUS COMP	0.00	86.03
1011	99174	06/23/21			550	2021 NET SURPLUS COMP	0.00	30.21
1011	99175	06/23/21			550	2021 NET SURPLUS COMP	0.00	34.84
1011	99176	06/23/21			550	2021 NET SURPLUS COMP	0.00	4.68
1011	99177	06/23/21			550	2021 NET SURPLUS COMP	0.00	46.71
1011	99178	06/23/21			550	2021 NET SURPLUS COMP	0.00	113.66
1011	99179	06/23/21			550	2021 NET SURPLUS COMP	0.00	53.60
1011	99180	06/23/21			550	2021 NET SURPLUS COMP	0.00	81.28
1011	99181	06/23/21			550	2021 NET SURPLUS COMP	0.00	7.90
1011	99182	06/23/21			550	2021 NET SURPLUS COMP	0.00	73.76
1011	99183	06/23/21			550	2021 NET SURPLUS COMP	0.00	70.79
1011	99184	06/23/21			550	2021 NET SURPLUS COMP	0.00	237.19
1011	99185	06/23/21			550	2021 NET SURPLUS COMP	0.00	81.91
1011	99186	06/23/21			550	2021 NET SURPLUS COMP	0.00	173.15
1011	99187	06/23/21			550	2021 NET SURPLUS COMP	0.00	642.38

PENTAMATION  
DATE: 08/09/2021  
TIME: 13:23:54

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99188	06/23/21			550	2021 NET SURPLUS COMP	0.00	218.90
1011	99189	06/23/21			550	2021 NET SURPLUS COMP	0.00	93.39
1011	99190	06/23/21			550	2021 NET SURPLUS COMP	0.00	2.76
1011	99191	06/23/21			550	2021 NET SURPLUS COMP	0.00	71.92
1011	99192	06/23/21			550	2021 NET SURPLUS COMP	0.00	217.98
1011	99193	06/23/21			550	2021 NET SURPLUS COMP	0.00	103.04
1011	99194	06/23/21			550	2021 NET SURPLUS COMP	0.00	92.10
1011	99195	06/23/21			550	2021 NET SURPLUS COMP	0.00	20.39
1011	99196	06/23/21			550	2021 NET SURPLUS COMP	0.00	109.28
1011	99197	06/23/21			550	2021 NET SURPLUS COMP	0.00	77.95
1011	99198	06/23/21			550	2021 NET SURPLUS COMP	0.00	64.74
1011	99199	06/23/21			550	2021 NET SURPLUS COMP	0.00	65.76
1011	99200	06/23/21			550	2021 NET SURPLUS COMP	0.00	60.74
1011	99201	06/23/21			550	2021 NET SURPLUS COMP	0.00	4.57
1011	99202	06/23/21			550	2021 NET SURPLUS COMP	0.00	56.76
1011	99203	06/23/21			550	2021 NET SURPLUS COMP	0.00	86.28
1011	99204	06/23/21			550	2021 NET SURPLUS COMP	0.00	164.75
1011	99205	06/23/21			550	2021 NET SURPLUS COMP	0.00	2.12
1011	99206	06/23/21			550	2021 NET SURPLUS COMP	0.00	222.54
1011	99207	06/23/21			550	2021 NET SURPLUS COMP	0.00	170.50
1011	99208	06/23/21			550	2021 NET SURPLUS COMP	0.00	220.61
1011	99209	06/23/21			550	2021 NET SURPLUS COMP	0.00	20.08
1011	99210	06/23/21			550	2021 NET SURPLUS COMP	0.00	62.11
1011	99211	06/23/21			550	2021 NET SURPLUS COMP	0.00	77.63
1011	99212	06/23/21			550	2021 NET SURPLUS COMP	0.00	23.34
1011	99213	06/23/21			550	2021 NET SURPLUS COMP	0.00	33.66

PENTAMATION  
DATE: 08/09/2021  
TIME: 13:23:54

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99214	06/23/21			550	2021 NET SURPLUS COMP	0.00	82.68
1011	99215	06/23/21			550	2021 NET SURPLUS COMP	0.00	61.57
1011	99216	06/23/21			550	2021 NET SURPLUS COMP	0.00	138.38
1011	99217	06/23/21			550	2021 NET SURPLUS COMP	0.00	191.77
1011	99218	06/23/21			550	2021 NET SURPLUS COMP	0.00	13.64
1011	99219	06/23/21			550	2021 NET SURPLUS COMP	0.00	16.12
1011	99220	06/23/21			550	2021 NET SURPLUS COMP	0.00	4.70
1011	99221	06/23/21			550	2021 NET SURPLUS COMP	0.00	163.63
1011	99222	06/23/21			550	2021 NET SURPLUS COMP	0.00	237.04
1011	99223	06/23/21			550	2021 NET SURPLUS COMP	0.00	62.37
1011	99224	06/23/21			550	2021 NET SURPLUS COMP	0.00	16.30
1011	99225	06/23/21			550	2021 NET SURPLUS COMP	0.00	102.51
1011	99226	06/23/21			550	2021 NET SURPLUS COMP	0.00	32.85
1011	99227	06/23/21			550	2021 NET SURPLUS COMP	0.00	36.23
1011	99228	06/23/21			550	2021 NET SURPLUS COMP	0.00	3.05
1011	99229	06/23/21			550	2021 NET SURPLUS COMP	0.00	12.47
1011	99230	06/23/21			550	2021 NET SURPLUS COMP	0.00	58.51
1011	99231	06/23/21			550	2021 NET SURPLUS COMP	0.00	136.44
1011	99232	06/23/21			550	2021 NET SURPLUS COMP	0.00	156.29
1011	99233	06/23/21			550	2021 NET SURPLUS COMP	0.00	318.57
1011	99234	06/23/21			550	2021 NET SURPLUS COMP	0.00	208.28
1011	99235	06/23/21			550	2021 NET SURPLUS COMP	0.00	34.32
1011	99236	06/23/21			550	2021 NET SURPLUS COMP	0.00	247.86
1011	99237	06/23/21			550	2021 NET SURPLUS COMP	0.00	179.79
1011	99238	06/23/21			550	2021 NET SURPLUS COMP	0.00	69.92
1011	99239	06/23/21			550	2021 NET SURPLUS COMP	0.00	20.19

PENTAMATION  
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CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99240	06/23/21			550	2021 NET SURPLUS COMP	0.00	18.29
1011	99241	06/23/21			550	2021 NET SURPLUS COMP	0.00	57.18
1011	99242	06/23/21			550	2021 NET SURPLUS COMP	0.00	189.27
1011	99243	06/23/21			550	2021 NET SURPLUS COMP	0.00	12.53
1011	99244	06/23/21			550	2021 NET SURPLUS COMP	0.00	58.07
1011	99245	06/23/21			550	2021 NET SURPLUS COMP	0.00	89.76
1011	99246	06/23/21			550	2021 NET SURPLUS COMP	0.00	290.45
1011	99247	06/23/21			550	2021 NET SURPLUS COMP	0.00	44.69
1011	99248	06/23/21			550	2021 NET SURPLUS COMP	0.00	80.95
1011	99249	06/23/21			550	2021 NET SURPLUS COMP	0.00	18.72
1011	99250	06/23/21			550	2021 NET SURPLUS COMP	0.00	8.31
1011	99251	06/23/21			550	2021 NET SURPLUS COMP	0.00	100.11
1011	99252	06/23/21			550	2021 NET SURPLUS COMP	0.00	24.83
1011	99253	06/23/21			550	2021 NET SURPLUS COMP	0.00	136.35
1011	99254	06/23/21			550	2021 NET SURPLUS COMP	0.00	105.00
1011	99255	06/23/21			550	2021 NET SURPLUS COMP	0.00	174.38
1011	99256	06/23/21			550	2021 NET SURPLUS COMP	0.00	67.14
1011	99257	06/23/21			550	2021 NET SURPLUS COMP	0.00	3.89
1011	99258	06/23/21			550	2021 NET SURPLUS COMP	0.00	108.46
1011	99259	06/23/21			550	2021 NET SURPLUS COMP	0.00	14.48
1011	99260	06/23/21			550	2021 NET SURPLUS COMP	0.00	30.35
1011	99261	06/23/21			550	2021 NET SURPLUS COMP	0.00	204.56
1011	99262	06/23/21			550	2021 NET SURPLUS COMP	0.00	91.27
1011	99263	06/23/21			550	2021 NET SURPLUS COMP	0.00	313.17
1011	99264	06/23/21			550	2021 NET SURPLUS COMP	0.00	232.13
1011	99265	06/23/21			550	2021 NET SURPLUS COMP	0.00	105.49

PENTAMATION  
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CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99266	06/23/21			550	2021 NET SURPLUS COMP	0.00	350.55
1011	99267	06/23/21			550	2021 NET SURPLUS COMP	0.00	37.88
1011	99268	06/23/21			550	2021 NET SURPLUS COMP	0.00	213.94
1011	99269	06/23/21			550	2021 NET SURPLUS COMP	0.00	211.63
1011	99270	06/23/21			550	2021 NET SURPLUS COMP	0.00	5.83
1011	99271	06/23/21			550	2021 NET SURPLUS COMP	0.00	40.27
1011	99272	06/23/21			550	2021 NET SURPLUS COMP	0.00	99.18
1011	99273	06/23/21			550	2021 NET SURPLUS COMP	0.00	61.05
1011	99274	06/23/21			550	2021 NET SURPLUS COMP	0.00	104.17
1011	99275	06/23/21			550	2021 NET SURPLUS COMP	0.00	13.48
1011	99276	06/23/21			550	2021 NET SURPLUS COMP	0.00	14.78
1011	99277	06/23/21			550	2021 NET SURPLUS COMP	0.00	123.12
1011	99278	06/23/21			550	2021 NET SURPLUS COMP	0.00	13.67
1011	99279	06/23/21			550	2021 NET SURPLUS COMP	0.00	145.58
1011	99280	06/23/21			550	2021 NET SURPLUS COMP	0.00	13.13
1011	99281	06/23/21			550	2021 NET SURPLUS COMP	0.00	53.37
1011	99282	06/23/21			550	2021 NET SURPLUS COMP	0.00	131.74
1011	99283	06/23/21			550	2021 NET SURPLUS COMP	0.00	1.07
1011	99284	06/23/21			550	2021 NET SURPLUS COMP	0.00	219.84
1011	99285	06/23/21			550	2021 NET SURPLUS COMP	0.00	171.93
1011	99286	06/23/21			550	2021 NET SURPLUS COMP	0.00	13.78
1011	99287	06/23/21			550	2021 NET SURPLUS COMP	0.00	108.71
1011	99288	06/23/21			550	2021 NET SURPLUS COMP	0.00	142.23
1011	99289	06/23/21			550	2021 NET SURPLUS COMP	0.00	51.02
1011	99290	06/23/21			550	2021 NET SURPLUS COMP	0.00	60.23
1011	99291	06/23/21			550	2021 NET SURPLUS COMP	0.00	33.03

PENTAMATION  
DATE: 08/09/2021  
TIME: 13:23:54

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99292	06/23/21			550	2021 NET SURPLUS COMP	0.00	161.72
1011	99293	06/23/21			550	2021 NET SURPLUS COMP	0.00	174.27
1011	99294	06/23/21			550	2021 NET SURPLUS COMP	0.00	304.74
1011	99295	06/23/21			550	2021 NET SURPLUS COMP	0.00	93.12
1011	99296	06/23/21			550	2021 NET SURPLUS COMP	0.00	74.54
1011	99297	06/23/21			550	2021 NET SURPLUS COMP	0.00	172.73
1011	99298	06/23/21			550	2021 NET SURPLUS COMP	0.00	110.40
1011	99299	06/23/21			550	2021 NET SURPLUS COMP	0.00	18.26
1011	99300	06/23/21			550	2021 NET SURPLUS COMP	0.00	150.41
1011	99301	06/23/21			550	2021 NET SURPLUS COMP	0.00	321.76
1011	99302	06/23/21			550	2021 NET SURPLUS COMP	0.00	185.57
1011	99303	06/23/21			550	2021 NET SURPLUS COMP	0.00	115.43
1011	99304	06/23/21			550	2021 NET SURPLUS COMP	0.00	76.33
1011	99305	06/23/21			550	2021 NET SURPLUS COMP	0.00	53.44
1011	99306	06/23/21			550	2021 NET SURPLUS COMP	0.00	101.96
1011	99307	06/23/21			550	2021 NET SURPLUS COMP	0.00	447.15
1011	99308	06/23/21			550	2021 NET SURPLUS COMP	0.00	0.91
1011	99309	06/23/21			550	2021 NET SURPLUS COMP	0.00	429.91
1011	99310	06/23/21			550	2021 NET SURPLUS COMP	0.00	65.51
1011	99311	06/23/21			550	2021 NET SURPLUS COMP	0.00	11.79
1011	99312	06/23/21			550	2021 NET SURPLUS COMP	0.00	93.43
1011	99313	06/23/21			550	2021 NET SURPLUS COMP	0.00	109.35
1011	99314	06/23/21			550	2021 NET SURPLUS COMP	0.00	133.30
1011	99315	06/23/21			550	2021 NET SURPLUS COMP	0.00	69.92
1011	99316	06/23/21			550	2021 NET SURPLUS COMP	0.00	228.84
1011	99317	06/23/21			550	2021 NET SURPLUS COMP	0.00	41.02

PENTAMATION  
DATE: 08/09/2021  
TIME: 13:23:54

CITY OF SOLANA BEACH, CA  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.gl\_cash='1011' and transact.ck\_date between '20210619 00:00:00.000' and '20210630 00:00:00.000'  
ACCOUNTING PERIOD: 1/22

FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99318	06/23/21			550	2021 NET SURPLUS COMP	0.00	10.16
1011	99319	06/23/21			550	2021 NET SURPLUS COMP	0.00	9.49
1011	99320	06/23/21			550	2021 NET SURPLUS COMP	0.00	30.33
1011	99321	06/23/21			550	2021 NET SURPLUS COMP	0.00	8.43
1011	99322	06/23/21			550	2021 NET SURPLUS COMP	0.00	57.24
1011	99323	06/23/21			550	2021 NET SURPLUS COMP	0.00	149.74
1011	99324	06/23/21			550	2021 NET SURPLUS COMP	0.00	53.89
1011	99325	06/23/21			550	2021 NET SURPLUS COMP	0.00	42.18
1011	99326	06/23/21			550	2021 NET SURPLUS COMP	0.00	51.65
1011	99327	06/23/21			550	2021 NET SURPLUS COMP	0.00	194.09
1011	99328	06/23/21			550	2021 NET SURPLUS COMP	0.00	44.64
1011	99329	06/23/21			550	2021 NET SURPLUS COMP	0.00	66.28
1011	99330	06/23/21			550	2021 NET SURPLUS COMP	0.00	173.99
1011	99331	06/23/21			550	2021 NET SURPLUS COMP	0.00	85.22
1011	99332	06/23/21			550	2021 NET SURPLUS COMP	0.00	206.99
1011	99333	06/23/21			550	2021 NET SURPLUS COMP	0.00	58.85
1011	99334	06/23/21			550	2021 NET SURPLUS COMP	0.00	7.71
1011	99335	06/23/21			550	2021 NET SURPLUS COMP	0.00	779.38
1011	99336	06/23/21			550	2021 NET SURPLUS COMP	0.00	133.65
1011	99337	06/23/21			550	2021 NET SURPLUS COMP	0.00	605.82
1011	99338	06/23/21			550	2021 NET SURPLUS COMP	0.00	32.04
1011	99339	06/23/21			550	2021 NET SURPLUS COMP	0.00	66.57
1011	99340	06/23/21			550	2021 NET SURPLUS COMP	0.00	288.08
1011	99341	06/23/21			550	2021 NET SURPLUS COMP	0.00	168.29
1011	99342	06/23/21			550	2021 NET SURPLUS COMP	0.00	2.90
1011	99343	06/23/21			550	2021 NET SURPLUS COMP	0.00	35.04

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99344	06/23/21			550	2021 NET SURPLUS COMP	0.00	7.84
1011	99345	06/23/21			550	2021 NET SURPLUS COMP	0.00	191.52
1011	99346	06/23/21			550	2021 NET SURPLUS COMP	0.00	41.89
1011	99347	06/23/21			550	2021 NET SURPLUS COMP	0.00	349.17
1011	99348	06/23/21			550	2021 NET SURPLUS COMP	0.00	141.46
1011	99349	06/23/21			550	2021 NET SURPLUS COMP	0.00	0.99
1011	99350	06/23/21			550	2021 NET SURPLUS COMP	0.00	17.18
1011	99351	06/23/21			550	2021 NET SURPLUS COMP	0.00	356.97
1011	99352	06/23/21			550	2021 NET SURPLUS COMP	0.00	17.20
1011	99353	06/23/21			550	2021 NET SURPLUS COMP	0.00	51.94
1011	99354	06/23/21			550	2021 NET SURPLUS COMP	0.00	78.63
1011	99355	06/23/21			550	2021 NET SURPLUS COMP	0.00	83.99
1011	99356	06/23/21			550	2021 NET SURPLUS COMP	0.00	119.45
1011	99357	06/23/21			550	2021 NET SURPLUS COMP	0.00	147.98
1011	99358	06/23/21			550	2021 NET SURPLUS COMP	0.00	142.92
1011	99359	06/23/21			550	2021 NET SURPLUS COMP	0.00	113.74
1011	99360	06/23/21			550	2021 NET SURPLUS COMP	0.00	93.34
1011	99361	06/23/21			550	2021 NET SURPLUS COMP	0.00	139.26
1011	99362	06/24/21	4706	24 HOUR ELEVATOR, INC	00165006570	ELVTR MAINT-JUN	0.00	168.00
1011	99363	06/24/21	4711	ABEL PEREZ	00165006570	MILEAGE-06/12-13	0.00	7.84
1011	99363	06/24/21	4711	ABEL PEREZ	00165006560	MILEAGE-06/12-13	0.00	7.84
TOTAL CHECK							0.00	15.68
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	I-SEWER CLEANING	0.00	425.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	J-SEWER CLEANING	0.00	575.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	L-SEWER CLEANING	0.00	605.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	N-SEWER CLEANING	0.00	1,100.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	O-SEWER CLEANING	0.00	1,375.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	O-SEWER CLEANING	0.00	2,240.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	D-SEWER CLEANING 6851	0.00	10,413.52
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	50900007700	C-SEWER CLNING 66536	0.00	33,268.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	00165006520	K-STORM DRAIN MAINT	0.00	1,100.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00
1011	99364	06/24/21	1135	AFFORDABLE PIPELINE SERV	00165006520	H-STORM DRAIN MAINT	0.00	1,140.00
TOTAL CHECK							0.00	54,521.52
1011	99365	06/24/21	4832	AT&T CALNET 3	00160006120	9391059865 5/1-5/31	0.00	398.80
1011	99366	06/24/21	511	BELLY UP TAVERN LLC	001	CONCERT BOOKING FEE	0.00	750.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	17.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	65278007820	PROF SERV PE 03/31/21	0.00	35.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	12050005460	CLM.1904 PROF SVC-MAC	0.00	52.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	262.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	280.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	875.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	1,117.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	2,041.30
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	4,270.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	12050005460	PROF SERV PE 03/31/21	0.00	5,353.30
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	5,500.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 03/31/21	0.00	6,650.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	70.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	140.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	12050005460	CLM.1904 PROF SVC-APR	0.00	192.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	65278007820	PROF SERV PE 04/30/21	0.00	262.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	1,029.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	1,225.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	1,269.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	1,592.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	4,882.50
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	5,355.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	00150005250	PROF SERV PE 04/30/21	0.00	5,500.00
1011	99368	06/24/21	557	BURKE, WILLIAMS & SORENS	12050005460	PROF SERV PE 04/30/21	0.00	5,922.00
TOTAL CHECK							0.00	53,895.10
1011	99369	06/24/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	COVID-19 CLN-MAY	0.00	1,199.00
1011	99369	06/24/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	JANITORIAL SVC-MAY	0.00	8,600.00
1011	99369	06/24/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	COVID-19 CLN-MAY	0.00	2,320.00
1011	99369	06/24/21	5822	CALIFORNIA OFFICE CLEANI	00165006570	CLEANING SUPPLIES-MAY	0.00	150.00
TOTAL CHECK							0.00	12,269.00
1011	99370	06/24/21	6035	CALIFORNIA PARAMEDIC FOU	27060006120	SD CNTY PRCL BKS/CHT	0.00	521.51
1011	99371	06/24/21	5051	CINTAS CORPORATION NO. 2	00165006570	FIRST AID SUPPLIES-PW	0.00	54.48
1011	99372	06/24/21	5924	CLEAN EARTH ENVIROMENTAL	00165006520	HHW-MAY	0.00	900.30
1011	99372	06/24/21	5924	CLEAN EARTH ENVIROMENTAL	00165006520	HHW-APR	0.00	435.48
1011	99372	06/24/21	5924	CLEAN EARTH ENVIROMENTAL	00165006520	HHW-APR	0.00	1,029.70
TOTAL CHECK							0.00	2,365.48
1011	99373	06/24/21	2631	CLEAN STREET	00165006550	STREET SWP-MAY	0.00	3,431.28
1011	99374	06/24/21	5336	COLANTUONO, HIGHSMITH, &	65278007820	SDCOE CONSORTIUM-MAY	0.00	44.30

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1011	99374	06/24/21	5336	COLANTUONO, HIGHSMITH, &	65278007820	SDCOE CONSORTIUM-APR	0.00	3,264.02
TOTAL CHECK							0.00	3,308.32
1011	99375	06/24/21	211	CONSOLIDATED ELECTRICAL	00165006560	LAMPS	0.00	1,000.00
1011	99375	06/24/21	211	CONSOLIDATED ELECTRICAL	00165006570	LAMPS	0.00	1,086.04
TOTAL CHECK							0.00	2,086.04
1011	99376	06/24/21	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-MAY	0.00	462.95
1011	99376	06/24/21	3902	CORODATA RECORDS MANAGEM	00150005150	RECORDS STRG-MAR	0.00	757.07
TOTAL CHECK							0.00	1,220.02
1011	99377	06/24/21	2098	CULLIGAN OF SAN DIEGO	00160006120	WATER FLTR 06/01-7/31	0.00	85.60
1011	99378	06/24/21	2165	CULLIGAN OF SAN DIEGO	00160006170	DRNKNG WTR SVC-JUNE	0.00	48.83
1011	99379	06/24/21	1570	DAY WIRELESS SYSTEMS (20	13560006170	2001 UPFTTNG RADIO	0.00	350.00
1011	99380	06/24/21	2572	DRIVE AUTO CARE	00160006120	19 F250-BTTRY/OIL	0.00	1,424.66
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006560	TRSH CANS/GLOVES	0.00	357.64
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	GLOVES	0.00	53.85
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	SAW BLD/TRCH BLD	0.00	55.67
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006530	BLK TP PTCH/BLTS	0.00	140.10
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	GLOVES/MOP HD/PNL	0.00	165.21
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	RFND-BOLTS/NUTS	0.00	-29.67
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	MOUSE TRAP	0.00	2.90
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	BOLTS	0.00	24.44
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	TAPE/LEDS	0.00	24.79
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	TAPE	0.00	24.84
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006560	TAPE/SPRAY	0.00	29.22
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	LED/SCREWS	0.00	30.53
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006570	DECK BRUSH	0.00	44.59
1011	99381	06/24/21	134	DIXIELINE LUMBER CO INC	00165006560	BULKHEADS	0.00	52.32
TOTAL CHECK							0.00	976.43
1011	99382	06/24/21	825	EMERGENCY MEDICAL PRODUC	27060006170	CSA17.21 HOT PACKS	0.00	12.93
1011	99383	06/24/21	94	ESGIL CORPORATION	00155005560	BLDG PRMT-MAR ADL 15%	0.00	4,793.67
1011	99383	06/24/21	94	ESGIL CORPORATION	00155005560	BLDG PRMT-MAR ADL 15%	0.00	2,935.54
1011	99383	06/24/21	94	ESGIL CORPORATION	00155005560	BLDG PRMT-APR	0.00	46,018.13
TOTAL CHECK							0.00	53,747.34
1011	99384	06/24/21	223	FEDEX	00150005300	SHIPPING-06/02/21	0.00	52.93
1011	99385	06/24/21	1399	FIREFIGHTERS BOOKSTORE	00160006120	TXTBOOKS-SCHMIDT	0.00	91.60
1011	99386	06/24/21	6030	FRANZISKA AND BART WALKE	001	RFND-1718.07/231 N GR	0.00	600.00
1011	99387	06/24/21	1246	THE HOME DEPOT	00165006560	CLOROX/LINERS/GLVS	0.00	869.44
1011	99387	06/24/21	1246	THE HOME DEPOT	00165006570	CLOROX/LINERS/GLVS	0.00	869.44
TOTAL CHECK							0.00	1,738.88

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1011	99388	06/24/21	1075	IRON MOUNTAIN	00150005150	RECORDS STRG-JUN	0.00	535.58
1011	99389	06/24/21	87	ISLA VERDE HOA	20575007530	LNDSCAPE MAINT-MAY	0.00	425.00
1011	99389	06/24/21	87	ISLA VERDE HOA	20575007530	LNDSCAPE MAINT-JUN	0.00	425.00
TOTAL CHECK							0.00	850.00
1011	99390	06/24/21	6028	JOEL LEVANETZ	001	RFND-SBGR-332/840 VER	0.00	3,708.20
1011	99391	06/24/21	6031	JOHN HENCH	001	RFND-COVID-LCC	0.00	740.00
1011	99392	06/24/21	5035	KAENON, LLC	00160006170	SUNGLASSES-SHOOK	0.00	101.09
1011	99393	06/24/21	4023	LIFE-ASSIST, INC	27060006120	CSA17.21 PEDITRC BAG	0.00	664.47
1011	99394	06/24/21	5200	CHARLES MEAD	00160006120	HAZMAT IC-MEAD	0.00	225.00
1011	99395	06/24/21	5407	PJ CASTORENA, INC.	00155005560	PARKING CTNS NOTICES	0.00	869.50
1011	99395	06/24/21	5407	PJ CASTORENA, INC.	00160006140	PARKING CTNS NOTICES	0.00	1,200.00
TOTAL CHECK							0.00	2,069.50
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.54
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	13.34
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	13.36
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	20.98
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	50900007700	LAUNDRY-PUB WORKS	0.00	9.54
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006520	LAUNDRY-PUB WORKS	0.00	13.34
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006560	LAUNDRY-PUB WORKS	0.00	13.36
1011	99396	06/24/21	111	MISSION LINEN & UNIFORM	00165006530	LAUNDRY-PUB WORKS	0.00	20.98
TOTAL CHECK							0.00	114.44
1011	99397	06/24/21	191	NAPA AUTO PARTS INC	00160006120	BULBS/ANTI FREEZE	0.00	121.65
1011	99398	06/24/21	5734	NATIONWIDE MEDICAL SURGI	27060006120	CSA17.21 KETALAR	0.00	117.30
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDS SCP SVC-MAY	0.00	1,827.01
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006530	STREET LNDS SCP SVC-APR	0.00	1,827.01
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS SCP SVC-05/31	0.00	521.17
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS SCP SVC-04/21	0.00	802.44
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS SCP SVC-6/14	0.00	4,556.78
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS SCP SVC-APR	0.00	11,625.14
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006560	PRKS LNDS SCP SVC-MAY	0.00	12,890.93
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDS SCP SVC-MAY	0.00	2,509.06
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	00165006570	PUBFAC LNDS SCP SVC-APR	0.00	2,509.06
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDS SCP SVC-APR	0.00	2,078.87
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	20375007510	MID#33 LNDS SCP SVC-MAY	0.00	2,078.87
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDS SCP SVC-MAY	0.00	3,995.90
1011	99399	06/24/21	4522	NISSHO OF CALIFORNIA	20875007580	CRT LNDS SCP SVC-APR	0.00	3,995.90
TOTAL CHECK							0.00	51,218.14
1011	99400	06/24/21	66	NORTH COUNTY DISPATCH (J	00160006120	FY21 DISPATCH SVC Q4	0.00	15,650.23
1011	99400	06/24/21	66	NORTH COUNTY DISPATCH (J	00160006120	WATER RMS MANT Q4	0.00	420.11
TOTAL CHECK							0.00	16,070.34

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FUND - 001 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	99401	06/24/21	50	OFFICE DEPOT INC	00150005350	PAPER	0.00	312.35
1011	99402	06/24/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	1717.40/318 S NARDO	0.00	500.00
1011	99402	06/24/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP2006/1457 HIGHLAND	0.00	600.00
1011	99402	06/24/21	4797	PAMELA ELLIOTT LANDSCAPE	21355005550	DRP19003/521 S RIOS	0.00	375.00
TOTAL CHECK							0.00	1,475.00
1011	99403	06/24/21	1531	PARROTT SCREEN PRINTG &	25570007110	STAFF & CAMP SHIRTS	0.00	308.09
1011	99404	06/24/21	5998	READY REFRESH BY NESTLE	00165006570	DRINKING WATER-CH-MAY	0.00	96.15
1011	99405	06/24/21	416	REGIONAL COMMS SYS, MS 0	00160006120	CAP CODE-MAY	0.00	32.50
1011	99406	06/24/21	6029	RYAN TILLMAN	00150005400	R TILLMAN-LIVESCAN	0.00	30.00
1011	99407	06/24/21	287	SALIENT NETWORKS (FKA DI	00150005450	FY21 PHNE/VM/FAX MAINT	0.00	357.25
1011	99407	06/24/21	287	SALIENT NETWORKS (FKA DI	00150005450	FY21 PHNE/VM/FAX MAINT	0.00	1,856.25
TOTAL CHECK							0.00	2,213.50
1011	99408	06/24/21	86	SAN ELIJO HILLS II HOA	20775007550	LNDSCAPE MAINT-JUN	0.00	6,550.00
1011	99408	06/24/21	86	SAN ELIJO HILLS II HOA	20775007550	LNDSCAPE MAINT-MAY	0.00	6,550.00
TOTAL CHECK							0.00	13,100.00
1011	99409	06/24/21	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-MAY	0.00	16,250.00
1011	99409	06/24/21	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-APR	0.00	16,250.00
1011	99409	06/24/21	88	SANTA FE HILLS HOA	20475007520	LNDSCAPE MAINT-JUN	0.00	16,250.00
TOTAL CHECK							0.00	48,750.00
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979011 0402-060121	0.00	422.84
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979009 0402-060121	0.00	467.99
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979010 0402-060121	0.00	673.35
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979029 0402-060121	0.00	920.13
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979007 0402-060121	0.00	1,176.75
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979006 0402-060121	0.00	1,549.46
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	50900007700	005506014 0501-060121	0.00	694.52
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006520	005506014 0501-060121	0.00	231.51
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979017 0501-060121	0.00	59.55
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979018 0501-060121	0.00	104.79
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979021 0501-060121	0.00	269.97
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979019 0501-060121	0.00	338.53
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006560	005506018 0501-060121	0.00	345.37
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979015 0501-060121	0.00	488.63
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979024 0501-060121	0.00	597.96
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979025 0501-060121	0.00	609.27
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979023 0501-060121	0.00	665.82
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979014 0501-060121	0.00	707.29
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979016 0501-060121	0.00	763.84
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979022 0501-060121	0.00	824.16
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979020 0501-060121	0.00	846.78
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979026 0501-060121	0.00	963.65
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006560	005506019 0501-060121	0.00	1,476.37

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1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20875007580	005506020 0501-060121	0.00	1,481.37
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	50900007700	005979008 0402-060121	0.00	87.70
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	20475007520	005979012 0402-060121	0.00	117.34
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006560	005979005 0402-060121	0.00	339.90
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006530	011695000 0501-060121	0.00	124.95
1011	99411	06/24/21	141	SANTA FE IRRIGATION DIST	00165006550	011695000 0501-060121	0.00	73.39
TOTAL CHECK							0.00	17,423.18
1011	99412	06/24/21	169	SDG&E CO INC	00165006530	UTILITIES-03/01-04/09	0.00	210.43
1011	99412	06/24/21	169	SDG&E CO INC	00165006540	UTILITIES-03/01-04/09	0.00	372.86
1011	99412	06/24/21	169	SDG&E CO INC	00165006570	UTILITIES-03/01-04/09	0.00	3,186.94
TOTAL CHECK							0.00	3,770.23
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	00165006540	TRAFFIC SGNL MNT-APR	0.00	1,087.36
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	00165006540	TRAFFIC SGNL MNT-MAY	0.00	1,087.36
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	00165006540	TRAFFIC CALL OUT-APR	0.00	596.84
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	00165006540	TRAFFIC CALL OUT-MAY	0.00	2,413.13
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	21100007600	ST LIGHT REPAIR-APR	0.00	1,822.95
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	21100007600	ST LIGHT REPAIR-MAY	0.00	1,995.44
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	21100007600	ST LGHT REPLCMT 02/24	0.00	1,710.00
1011	99413	06/24/21	5725	SIEMENS MOBILITY, INC.	21100007600	MARKOUTS-MAY	0.00	1,890.49
TOTAL CHECK							0.00	12,603.57
1011	99414	06/24/21	31	SOLANA BEACH CHAMBER OF	25055005570	Q4 VISITOR CENTER	0.00	3,750.00
1011	99415	06/24/21	3199	SOUTH COAST EMERGENCY VE	00160006120	REGLTR/HANDLE/SCRWS	0.00	405.82
1011	99415	06/24/21	3199	SOUTH COAST EMERGENCY VE	00160006120	T237-21 PARTS	0.00	255.67
TOTAL CHECK							0.00	661.49
1011	99416	06/24/21	683	STATE CONTROLLER'S OFFIC	00165006510	2020 OFFSET PROGRAM	0.00	35.76
1011	99417	06/24/21	5699	SUNBELT RENTALS, INC.	00160006170	GAS REFUEL-FORKLIFT	0.00	17.78
1011	99417	06/24/21	5699	SUNBELT RENTALS, INC.	00165006560	BRUSH CUTTER-LC	0.00	151.74
TOTAL CHECK							0.00	169.52
1011	99418	06/24/21	4345	SYMONS FIRE PROTECTION	00165006570	5YR INSPCT&TSTNG CERT	0.00	500.00
1011	99418	06/24/21	4345	SYMONS FIRE PROTECTION	00165006570	QTR 2 ANNL INSP-2021	0.00	690.00
TOTAL CHECK							0.00	1,190.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	CH 1GB INTERNET-RFND	0.00	-99.90
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	CH 1GB INTERNET-MAY	0.00	999.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	FS 1000MBPS-MAY	0.00	450.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	MS 1000MBPS-MAY	0.00	450.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	PW 1000MBPS-MAY	0.00	450.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	FS 1000MBPS-JUN	0.00	101.61
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	MS 1000MBPS-JUN	0.00	345.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	PW 1000MBPS-JUN	0.00	71.61
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	CH 1GB INTERNET-JUN	0.00	999.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	FS 1000MBPS-JUN	0.00	348.39
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	MS 1000MBPS-JUN	0.00	105.00
1011	99419	06/24/21	5967	TING FIBER INC.	00150005450	PW 1000MBPS-JUN	0.00	378.39
TOTAL CHECK							0.00	4,598.10

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1011	99420	06/24/21	5961	TOSDAL APC	55000007750	SEA PROF SVC-MAY	0.00	310.00
1011	99421	06/24/21	4534	TRAFFIC SUPPLY, INC	00165006540	SIGN POST & BASE	0.00	733.99
1011	99421	06/24/21	4534	TRAFFIC SUPPLY, INC	00165006540	SIGNS/STRP/BLTS/WSHRS	0.00	613.38
1011	99421	06/24/21	4534	TRAFFIC SUPPLY, INC	00165006540	SINAGE POSTS/STRAPS	0.00	1,273.44
1011	99421	06/24/21	4534	TRAFFIC SUPPLY, INC	00165006530	BARRICADE/BATTERIES	0.00	885.97
TOTAL CHECK							0.00	3,506.78
1011	99422	06/24/21	2759	TRISTAR RISK MANAGEMENT	12550005465	FY21 CLAIMS SVC-Q4	0.00	6,829.54
1011	99423	06/24/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	50/50WRK SPLT-6/1-6/3	0.00	4,200.00
1011	99423	06/24/21	5890	TYLER TECHNOLOGIES, INC.	13550005300	50/50 WRK SPLT-05/26	0.00	1,400.00
TOTAL CHECK							0.00	5,600.00
1011	99424	06/24/21	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLRTY-JUN	0.00	54.29
1011	99424	06/24/21	40	UNDERGROUND SVC ALERT OF	00165006510	CA ST REGLRTY- APR	0.00	54.29
1011	99424	06/24/21	40	UNDERGROUND SVC ALERT OF	00165006510	DIG AGLERT-APR	0.00	122.20
1011	99424	06/24/21	40	UNDERGROUND SVC ALERT OF	00165006510	DIG ALERT-JUN	0.00	115.60
TOTAL CHECK							0.00	346.38
1011	99425	06/24/21	2896	URBAN FUTURES INC	50900007700	FY20 2017WW RV RFND	0.00	175.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	50900007700	FY20 2017RV BND CLN	0.00	175.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	50900007700	2017 WSTWTR BND	0.00	2,150.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	50900007700	2017 SWR REVENUE BNDS	0.00	1,250.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	50900007700	2011 REFUND REV BOND	0.00	1,250.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	65278007820	2017 TAX ALLOC BONDS	0.00	175.00
1011	99425	06/24/21	2896	URBAN FUTURES INC	65278007820	2017 TAX ALLOC BONDS	0.00	600.00
TOTAL CHECK							0.00	5,775.00
1011	99426	06/24/21	2097	UT SAN DIEGO - NRTH COUN	21100007600	PUB NTC-RESO 2021-065	0.00	634.43
1011	99426	06/24/21	2097	UT SAN DIEGO - NRTH COUN	20875007580	PUB NTC-RESO 2021-063	0.00	672.44
TOTAL CHECK							0.00	1,306.87
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00160006120	FIRE CELL 04/29-05/28	0.00	585.47
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	27060006120	FIRE IPAD 04/29-05/28	0.00	114.03
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00160006120	BC CELL 04/29-5/28	0.00	65.61
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00160006170	MS IPADS 04/29-5/28	0.00	152.04
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	21100007600	PW CELL 05/02-06/01	0.00	3.21
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	50900007700	PW CELL 05/02-06/01	0.00	3.21
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00165006540	PW CELL 05/02-06/01	0.00	8.81
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00165006560	PW CELL 05/02-06/01	0.00	8.81
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00165006510	PW CELL 05/02-06/01	0.00	11.22
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00165006520	PW CELL 05/02-06/01	0.00	11.22
1011	99427	06/24/21	30	VERIZON WIRELESS-SD	00165006530	PW CELL 05/02-06/01	0.00	11.22
TOTAL CHECK							0.00	974.85
1011	99428	06/24/21	4844	WARWICK GROUP CONSULTANT	45099266190	9926.21 PROF SVC-MAY	0.00	4,945.00
1011	99429	06/24/21	662	WEST COAST ARBORISTS, IN	00165006530	TREE SVC-3/01-3/15	0.00	383.00
1011	99429	06/24/21	662	WEST COAST ARBORISTS, IN	00165006560	TREE SVC-3/01-3/15	0.00	750.00
1011	99429	06/24/21	662	WEST COAST ARBORISTS, IN	00165006560	TREE SVC-5/16-5/31	0.00	1,750.00

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TOTAL CHECK							0.00	2,883.00
1011	99430	06/24/21	5594	WEX BANK	00160006120	CR EXPEMPT TAX-MAY	0.00	-83.86
1011	99430	06/24/21	5594	WEX BANK	00160006120	AUTO FUEL-MAY	0.00	1,465.21
TOTAL CHECK							0.00	1,381.35
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00170007110	AUTO FUEL-05/08-06/07	0.00	73.85
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006560	AUTO FUEL-05/08-06/07	0.00	75.92
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006560	AUTO FUEL-04/08-05/07	0.00	87.61
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006570	AUTO FUEL-05/08-06/07	0.00	126.54
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006510	AUTO FUEL-05/08-06/07	0.00	139.19
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006570	AUTO FUEL-04/08-05/07	0.00	146.01
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	50900007700	AUTO FUEL-05/08-06/07	0.00	151.85
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006510	AUTO FUEL-04/08-05/07	0.00	160.61
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	50900007700	AUTO FUEL-04/08-05/07	0.00	175.21
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006140	AUTO FUEL-05/08-06/07	0.00	218.63
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006140	AUTO FUEL-04/08-05/07	0.00	221.53
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006530	AUTO FUEL-05/08-06/07	0.00	366.98
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006120	AUTO FUEL-05/08-06/07	0.00	394.57
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006520	AUTO FUEL-05/08-06/07	0.00	404.93
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006530	AUTO FUEL-04/08-05/07	0.00	423.44
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00165006520	AUTO FUEL-04/08-05/07	0.00	467.23
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006120	AUTO FUEL-04/08-05/07	0.00	471.20
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006170	AUTO FUEL-04/08-05/07	0.00	801.67
1011	99431	06/24/21	5916	WEX FLEET UNIVERSAL	00160006170	AUTO FUEL-05/08-06/07	0.00	897.65
TOTAL CHECK							0.00	5,804.62
1011	99432	06/24/21	5429	WILLIAMS SCOTSMAN, INC.	25560006180	MOBILE OFFICE	0.00	2,128.61
1011	99433	06/24/21	6033	WORLD ADVANCEMENT OF TEC	00160006170	FY21 ST LIFEGUARD SFTW	0.00	3,000.00
1011	V9000301	06/24/21	5587	ZACHARY BASIN	00160006120	2018CBC/CFC FR PRO-ZB	0.00	75.00
1011	V9000301	06/24/21	5587	ZACHARY BASIN	00160006120	ICC CERT RENWAL-BASIN	0.00	132.00
TOTAL CHECK							0.00	207.00
1011	V9000302	06/24/21	11	ICMA PLAN 302817	001	PLAN NUMBER:302817	0.00	13,450.72
1011	V9000303	06/24/21	3859	ICMA RHS 801939	001	PLAN NUMBER:801939	0.00	2,055.28
1011	V9000304	06/24/21	4600	KYLE KOSZEWNIK	00150005400	REMB-RSKMNG/BSSIM-KK	0.00	835.20
1011	V9000305	06/24/21	5843	MIDAMERICA	16053005360	CTYSOLANAG5-JUL 21	0.00	5,870.00
1011	V9000306	06/24/21	2260	REDFLEX TRAFFIC SYSTEMS,	00165006540	RED LIGHT CAMERA-MAY	0.00	7,158.00
1011	V9000307	06/24/21	13	SOLANA BEACH FIREFIGHTER	001	PD DUES PD 06/25/21	0.00	813.50
1011	V9000308	06/24/21	3066	SUMMIT ENVIRONMENTAL GRO	45099266190	9926 PROF SVC SND-MAY	0.00	1,495.00
1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	24793626510	9362.21ST MNT/RPR-APR	0.00	5,594.13
1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	22893626510	9362.21ST M&R RT-APR	0.00	294.42
1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	22893626510	9362.21ST M&R CTN-APR	0.00	19,025.64

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1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	22893626510	9362.21ST CON RT-APR	0.00	1,001.36
1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	228	9362.21ST M&R-APR RT	0.00	-1,001.36
1011	V9000309	06/24/21	5936	TC CONSTRUCTION COMPANY,	228	9362.21ST M&R-APR RT	0.00	-294.42
TOTAL CHECK							0.00	24,619.77
1011	V9000310	06/24/21	4256	XYLEM DEWATERING SOLUTIO	00165006520	SUBMERSIBLE PUMP	0.00	990.44
TOTAL CASH ACCOUNT							0.00	505,933.74
TOTAL FUND							0.00	505,933.74
TOTAL REPORT							0.00	505,933.74



# City of Solana Beach

## Register of Demands

7/1/21 - 8/6/21

Department	Vendor	Description	Check/EFT Number	Amount
<b>100 - General Fund Non-Departmental</b>				
	PREFERRED BENEFIT INS ADMIN INC.	DENTAL FEES-JULY 21	100192	\$2,851.10
	PREFERRED BENEFIT INS ADMIN INC.	EE# TIMING-JULY 21	100192	\$19.40
	ICMA PLAN 302817	PD 07/23/21 PLAN NUMBER 302817	100053	\$21,807.23
	ICMA PLAN 302817	PD 07/09/21 PD	100053	\$13,549.76
	ICMA PLAN 302817	PLAN NUMBER: 302817	9000321	\$22,347.38
	SOLANA BEACH FIREFIGHTERS ASSOC	PD 07/23/21	100065	\$813.50
	SOLANA BEACH FIREFIGHTERS ASSOC	PD 07/09/21 PD	100065	\$813.50
	SOLANA BEACH FIREFIGHTERS ASSOC	FD DUES PD 08/06/21	9000323	\$813.50
	LEGAL SHIELD CORP	PPD LEGAL-JUN 21	100021	\$38.85
	LEGAL SHIELD CORP	PPD LEGAL - JUL 21	100183	\$38.85
	AFLAC	JUNE 21	100016	\$803.86
	AFLAC	JULY 2021	100139	\$803.86
	SAN DIEGO COUNTY SHERIFF'S DEPT.	CR TOW FEE-MAY	100117	(\$273.55)
	SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFRMNT-JUN	100197	(\$382.97)
	ICMA RHS 801939	PD 07/23/21 PLAN NUMBER 801939	100054	\$2,126.67
	ICMA RHS 801939	PD 07/09/21 PD PLAN 801939	100054	\$2,087.76
	ICMA RHS 801939	PLAN NUMBER: 801939	9000322	\$2,127.19
	MEDICAL EYE SERVICES	VISION FEES-JULY 21	100184	\$448.34
	MEDICAL EYE SERVICES	EE# COBRA JULY 21	100184	\$20.33
	MEDICAL EYE SERVICES	EE# COBRA JULY 21	100184	\$11.29
	MEDICAL EYE SERVICES	EE# COBRA JULY 21	100184	\$11.29
	MEDICAL EYE SERVICES	EE# COBRA JULY 21	100184	\$11.29
	MEDICAL EYE SERVICES	EE# TIMING JULY 21	100184	\$11.29
	JOE'S PAVING COMPANY, INC	RFFND-ENC20-0012	100180	\$774.00
	ENCROACHMENT PERMIT REFUNDS	REFUND-ENC20-0075/661 SOLANA GLEN CT	100172	\$226.00
<b>TOTAL General Fund Non-Departmental</b>				<b>\$71,899.72</b>
<b>1005100 - CITY COUNCIL</b>				
	NORTH COAST REPERTORY THEATER	COMMUNITY GRANT FY22	100187	\$5,000.00
	CASA DE AMISTAD	COMMUNITY GRANT FY22	100162	\$5,000.00
	COMMUNITY RESOURCE CENTER	COMMUNITY GRANT FY22	100165	\$5,000.00
	BOYS & GIRLS CLUB	COMMUNITY GRANT FY22	100147	\$5,000.00
	BIKE WALK SOLANA	COMMUNITY GRANT FY22	100144	\$3,600.00
	ASSISTANCE LEAG RNCHO SAN DIEGITO	COMMUNITY GRANT FY22	100143	\$3,000.00
	SOLANA BEACH CIVIC & HISTORICAL SOC	COMMUNITY GRANT FY22	100218	\$5,000.00
	DISCONNECT COLLECTIVE, INC.	COMMUNITY GRANT FY22	100170	\$4,500.00
	LA COLONIA COMMUNITY FOUNDATION	COMMUNITY GRANT FY22	100182	\$5,000.00
	JALISCIENCE FOLKLORIC ACADEMY	COMMUNITY GRANT FY22	100179	\$4,500.00
	SAN DIEGO ASSOC OF GOVERNMENTS	SANDAG	100199	\$4,790.00
	GIRLS ON THE RUN	COMMUNITY GRANT FY 22	100175	\$4,432.00
<b>TOTAL CITY COUNCIL</b>				<b>\$54,822.00</b>
<b>1005150 - CITY CLERK</b>				
	IRON MOUNTAIN	PO21-68 -STORAGE 05/01-05/31	100020	\$889.66
	DEL MAR BLUE PRINT COMPANY, INC.	IN HOUSE COPIES/SCAN CONVERSION	100049	\$121.53
	DEL MAR BLUE PRINT COMPANY, INC.	RR:W-2490-K MACLEOD	100169	\$18.68
	DEL MAR BLUE PRINT COMPANY, INC.	RR:W-2377/524 STEVENS	100169	\$18.49

PITNEY BOWES GLOBAL FINANCIAL SVC	POSTAGE MTR-04/30-7/29	100060	\$749.07
STAPLES CONTRACT & COMMERCIAL	OFFICE SUPPLIES-STATEMENT DATE 06/15/21	100066	\$437.34
	<b>TOTAL CITY CLERK</b>		<b>\$2,234.77</b>
<b>1005200 - CITY MANAGER</b>			
COMMUNITY RESOURCE CENTER	COVID-19 RNTL ASST PROG	100097	\$10,030.27
	<b>TOTAL CITY MANAGER</b>		<b>\$10,030.27</b>
<b>1005300 - FINANCE</b>			
HDL-HINDERLITER, DE LLAMAS & ASSOC	Q4 FY STAX CONTRACT/CY20 STAX AUDIT	100105	\$638.51
HDL-HINDERLITER, DE LLAMAS & ASSOC	Q4 FY STAX CONTRACT/CY20 STAX AUDIT	100105	\$1,216.80
KOPPEL & GRUBER PUBLIC FINANCE	PO21-148 APR-JUN BENEFIT FEE	100106	\$544.09
PJ CASTORENA, INC.	BUSINESS CERTS	100109	\$747.17
PJ CASTORENA, INC.	BUSINESS CERT FINAL NOTICES	100109	\$1,317.40
PJ CASTORENA, INC.	BUSINESS CERTIFICATE MAILERS	100109	\$484.68
	<b>TOTAL FINANCE</b>		<b>\$4,948.65</b>
<b>1005350 - SUPPORT SERVICES</b>			
XEROX CORPORATION	PO21-86 XEROX CLERK-JUN	100133	\$271.68
XEROX CORPORATION	PO21-86 XEROX CLERK-JUN	100133	\$35.61
XEROX CORPORATION	PO21-86 XEROX CLERK-JUN	100133	\$7.64
XEROX CORPORATION	PO21-88 XEROX UPSTAIRS-JUN	100133	\$298.25
XEROX CORPORATION	PO21-88 XEROX UPSTAIRS-JUN	100133	\$107.73
XEROX CORPORATION	PO21-88 XEROX UPSTAIRS-JUN	100133	\$72.36
XEROX CORPORATION	PO21-90 XEROX PLANNING-JUN	100133	\$546.78
XEROX CORPORATION	PO21-90 XEROX PLANNING-JUN	100133	\$39.64
XEROX CORPORATION	PO21-90 XEROX PLANNING-JUN	100133	\$62.21
XEROX CORPORATION	PO21-89 FIERY UPSTAIRS-JUN	100133	\$132.61
XEROX CORPORATION	PO21-91 FIERY PLANNING-JUN	100133	\$132.61
XEROX CORPORATION	PO21-87 FIERY CLERK-JUN	100133	\$122.84
	<b>TOTAL SUPPORT SERVICES</b>		<b>\$1,829.96</b>
<b>1005400 - HUMAN RESOURCES</b>			
PREFERRED BENEFIT INS ADMIN INC.	ADMIN FEES-JULY 21	100192	\$4.50
SHARP REES-STEALY MEDICAL CTRS INC	PRE-EMPLOYMENT MAY 21	100121	\$1,245.00
SHARP REES-STEALY MEDICAL CTRS INC	PRE-EMPLOYMENT JUNE 21	100121	\$1,992.00
SHARP REES-STEALY MEDICAL CTRS INC	PRE-EMPLOYMENT SCREEN	100216	\$170.00
FEDEX	SHIPPING-03/11/21	100103	\$29.43
REGIONAL TRAINING CENTER	FY21/22 SD ERC	100176	\$672.00
MEDICAL EYE SERVICES	VISION ROUNDING-JULY 21	100184	(\$0.21)
ZACHARY BASIN	ENGLISH COMP 2	100044	\$387.50
ZACHARY BASIN	ENGLISH COMP II-BASIN	9000320	\$387.50
ERGOSTOP INC.	SIT STAND MAT	100174	\$153.54
DEPARTMENT OF JUSTICE	FINGERPRINT APPS-JUN	100099	\$192.00
PRISM	FY22 EAP JUL-SEP 21	100193	\$405.60
BONNIE FRIEDEN	B FRIEDEN-LIVESCAN	100146	\$22.00
COASTAL LIVE SCAN AND INSURANCE SERVICES, INC	PRE-EMPLOYMENT-LIVESCAN	100096	\$100.00
COASTAL LIVE SCAN AND INSURANCE SERVICES, INC	PRE-EMPLOYMENT LIVESCANS	100096	\$150.00
	<b>TOTAL HUMAN RESOURCES</b>		<b>\$5,910.86</b>
<b>1005450 - INFORMATION SERVICES</b>			
COX COMMUNICATIONS INC	CTYINTRNT 06/19-07/18	100098	\$368.46
BOB HOFFMAN VIDEO PRODUCTIONS	PO21-176 COUNCIL MTG-JUN 21	100090	\$1,428.00
GOLDEN TELECOM, INC.	MS-PHONE MAINT	100104	\$157.00
AT&T CALNET 3	PO21-17-02 9391012282 5/24-6/23	100089	\$22.43
AT&T CALNET 3	PO21-17-01 9391012278 5/24-6/23	100089	\$3,564.91
AT&T CALNET 3	PO21-17-01 9391012278 3/24-4/23	100089	\$3,532.23
AT&T CALNET 3	PO21-17-01 9391012278 4/24-5/23	100089	\$3,541.76
AT&T CALNET 3	PO21-17-03 9391053641 5/24-6/23	100089	\$166.16

AT&T CALNET 3	PO21-17-04 9391062899 5/24-6/23	100089	\$166.16
MANAGED SOLUTION	PO21-85 -PROFESSIONAL SERVICES-APR	100023	\$900.00
MANAGED SOLUTION	PO21-85-PROFESSIONAL SERVICES-MAR	100023	\$2,543.75
MANAGED SOLUTION	PO21-85-PROFESSIONAL SERVICES-JUNE	100023	\$900.00
MANAGED SOLUTION	PO21-85-PROFESSIONAL SERVICES-JUN	100023	\$1,184.55
MANAGED SOLUTION	PO21-85-PROFESSIONAL SERVICES-MAY ON-SITE	100023	\$2,480.00
MANAGED SOLUTION	PO21-85 PROF SVC-APR	100107	\$1,109.61
MANAGED SOLUTION	PO21-85 PROF SVC-MAY	100107	\$323.75
MANAGED SOLUTION	PO21-85 PROF SVC-MAY	100107	\$900.00
GOVOFFICE LLC	ANNUAL HOSTING/STORAGE FEE FY22	100177	\$1,260.00
GOVOFFICE LLC	ANNUAL HOSTING/STORAGE FEE FY22	100177	\$840.00
TING FIBER INC.	PO21-140-PW FIBER ACCESS-APR	100028	\$450.00
TING FIBER INC.	PO21-140-MS 1000MBPS-APR	100028	\$320.10
	<b>TOTAL INFORMATION SERVICES</b>		<b>\$26,158.87</b>
<b>1005550 - PLANNING</b>			
KATHLEEN BENSON	MILEAGE-VARIOUS FY21 11/02/20-06/18/21	100018	\$26.13
	<b>TOTAL PLANNING</b>		<b>\$26.13</b>
<b>1005560 - BUILDING SERVICES</b>			
ESGIL CORPORATION	PO21-58 BLDG PRMT-JUNE	100102	\$115,244.17
	<b>TOTAL BUILDING SERVICES</b>		<b>\$115,244.17</b>
<b>1005590 - PARKING ENFORCEMENT</b>			
VERIZON WIRELESS-SD	PO21-41 5/24-6/23-442224168-1	100224	\$141.53
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$284.49
	<b>TOTAL PARKING ENFORCEMENT</b>		<b>\$426.02</b>
<b>1006110 - LAW ENFORCEMENT</b>			
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT - APR	100117	(\$382.97)
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT - APR	100117	(\$3,727.97)
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT - APR	100117	\$373,377.24
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFORCEMENT - MAY	100117	(\$3,852.23)
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFORCEMENT - MAY	100117	\$373,377.23
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFRMNT-JUN	100197	\$374,192.89
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFRMNT-JUN	100197	(\$3,727.96)
SAN DIEGO ASSOC OF GOVERNMENTS	SANDAG	100199	\$703.00
	<b>TOTAL LAW ENFORCEMENT</b>		<b>\$1,109,959.23</b>
<b>1006120 - FIRE DEPARTMENT</b>			
TARGET SOLUTIONS INC	PRMR FY22 MEMBERSHIP	100220	\$1,520.00
FIRE ETC.	TURNOUT CLEANER/GERMICIDAL CLEANER	100052	\$396.52
AT&T CALNET 3	PO21-20-9391012280 03/24-04/23	100017	\$778.20
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$452.90
L. N. CURTIS & SONS INC	SCHMIT PPE-3 LAYER FACE MASK	100022	\$60.88
WITMER PUBLIC SAFETY GROUP, INC.	LEATHER FRONTS -SCHMIDT/BACK-BACKUP	100132	\$219.38
	<b>TOTAL FIRE DEPARTMENT</b>		<b>\$3,427.88</b>
<b>1006130 - ANIMAL CONTROL</b>			
HABITAT PROTECTION, INC	PO21-145 DEAD ANIMAL REMOVAL-06/17/21	100113	\$50.00
HABITAT PROTECTION, INC	PO21-145 DEAD ANIMAL REMOVAL-07/17/21	100113	\$350.00
	<b>TOTAL ANIMAL CONTROL</b>		<b>\$400.00</b>
<b>1006150 - CIVIL DEFENSE</b>			
AT&T CALNET 3	PO21-11-9391012275 05/24/21-06/23/21	100043	\$166.16
	<b>TOTAL CIVIL DEFENSE</b>		<b>\$166.16</b>
<b>1006170 - MARINE SAFETY</b>			
CAMEO PAPER & JANITORIAL SUPPLY INC	TISSUE	100046	\$70.64
CAMEO PAPER & JANITORIAL SUPPLY INC	TOWELS & LINERS	100161	\$112.65
CULLIGAN OF SAN DIEGO	DRINKING WATER-JULY 21	100168	\$48.83
TELEVISION EQUIPMENT ASSOCIATES INC	MIC/HEADSET REPAIR	100067	\$403.95

AT&T CALNET 3	PO21-14-9391053651-05/25/21-06/24/21	100043	\$239.06
AT&T CALNET 3	PO21-14-9391053651 04/25/21-05/24/21	100043	\$236.61
AT&T CALNET 3	PO21-14-9391012281 04/25/21-05/24/21	100043	\$69.99
AT&T CALNET 3	PO21-14-9391012281 05/25-06/24	100043	\$71.65
KAENON, LLC	SUNGLASSES-URUBURU	100055	\$101.13
WASHED OUT PRESSURE WASHING	LFGRD TOWERS CLEANED	100225	\$596.00
SUNBELT RENTALS, INC.	FORKLIFT RENTAL-05/19/21	100027	\$812.91
SUNBELT RENTALS, INC.	CR MEMO-INV113589443-0002-FORKLIFT RENTAL 05/19/21	100027	(\$268.69)
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$926.77

**TOTAL MARINE SAFETY****\$3,421.50****1006510 - ENGINEERING**

ONE DAY SIGNS	FC PRINTS W/APPLICATION	100189	\$301.70
AMERICAN PUBLIC WORKS ASSOCIATION	21/22 MEMBR-5 ENG/PW	100141	\$430.00
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$23.37
MOHAMMAD SAMMAK	NOTERY REFUND	100185	\$30.00
UNDERGROUND SVC ALERT OF SOCAL INC	CA ST REGLTRY-JUL	100223	\$54.29
UNDERGROUND SVC ALERT OF SOCAL INC	DIG ALERT-JUL	100223	\$107.35
SAN DIEGUITO ENGINEERING, INC.	SURVEY/MAPPING REVIEW-JUN	100198	\$840.00
SAN DIEGO COUNTY RECORDER	RECORDING FEE -JUN	100116	\$98.00
1 STOP TONER & INKJET, LLC	TONER-ENG (3)	100059	\$351.23
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$112.64

**TOTAL ENGINEERING****\$2,348.58****1006520 - ENVIRONMENTAL SERVICES**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$13.34
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
SANTA FE IRRIGATION DISTRICT	AUTO SPLIT-JUN 21	100200	\$216.36
AMERICAN PUBLIC WORKS ASSOCIATION	21/22 MEMBR-5 ENG/PW	100141	\$430.00
MIKHAIL OGAWA ENGINEERING	PO21-42 STRMWTR PRK MGMNT-MAY	100036	\$14,843.27
MIKHAIL OGAWA ENGINEERING	PO21-42-STRMWTR PRK MANGMT-JUN	100036	\$64.00
MIKHAIL OGAWA ENGINEERING	PO21-42 STORM WATER PRK MNGMT-JUN 21	100108	\$21,671.68
MIKHAIL OGAWA ENGINEERING	PO21-42 STORM WATER PRK MNGMNT-JUN 21	100108	\$250.20
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$23.35
SAN ELIJO JPA	FY21 STORM DRAIN	100039	\$2,518.00
SAN ELIJO JPA	FY21 GEN MAINT	100039	\$1,542.00
SAN ELIJO JPA	FY21 BOD PER DIEM	100039	(\$320.00)
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$327.69
CLEAN EARTH ENVIROMENTAL SOLUTIONS	PO21-29 HHW-JUNE	100094	\$1,349.72
CITY OF SAN MARCOS	FY21 CWMA-MNGNT/MNTR/ASSMNT SRVC FEE	100118	\$128.00
CITY OF SAN MARCOS	FY21 CWMA-MNGNT/MNTR/ASSMNT SRVC FEE	100118	\$2,569.00
CITY OF SAN MARCOS	FY21 CWMA-MNGNT/MNTR/ASSMNT SRVC FEE	100118	(\$1,686.00)
BERL ENTERPRISES LLC	CALRECYCLE WATER FILL STATIONS	100195	\$4,037.40

**TOTAL ENVIRONMENTAL SERVICES****\$48,031.41****1006530 - STREET MAINTENANCE**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$20.98
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$20.99
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$20.99
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$20.99
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$20.99
DIXIELINE LUMBER CO INC	STONE SPRAY	100050	\$13.08
DIXIELINE LUMBER CO INC	STONE SPRAY	100100	\$13.08
DIXIELINE LUMBER CO INC	CAUTION TAPE	100171	\$19.37

DIXIELINE LUMBER CO INC	STEEL STAKES	100171	\$11.62
SANTA FE IRRIGATION DISTRICT	AUTO SPLIT-JUN 21	100200	\$124.95
SANTA FE IRRIGATION DISTRICT	AUTO SPLIT-JUN 21	100200	\$73.39
SDG&E CO INC	UTILITES-05/01-06/09	100063	\$473.66
SDG&E CO INC	UTILITES-04/10-06/09	100063	\$743.15
SDG&E CO INC	UTILITIES-06/01-07/09	100214	\$536.70
SDG&E CO INC	UTILITIES-06/09-07/09	100214	\$792.64
MAR-CON PRODUCTS, INC.	3 RISER RINGS 2"	100056	\$430.73
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$23.35
JOSHUA BLEA	MILEAGE-07/17-07/18	100145	\$28.00
NISSHO OF CALIFORNIA	PO21-36 LINE 6- 06/23/21 LOMAS SANTA FE RPR	100037	\$1,280.00
NISSHO OF CALIFORNIA	PO21-36 SKYLINE ELM INSTALL QUEEN PALM	100037	\$497.03
NISSHO OF CALIFORNIA	PO21-36 LANDSCAPING SERVICE	100112	\$1,827.01
ABEL PEREZ	MILEAGE-07/09 & 07/11	100138	\$7.84
THE HOME DEPOT PRO	RENOWN LINERS	100222	\$505.48
SIEMENS MOBILITY, INC.	PO21-74-TRAFFIC SGNL MNT-JUN	100217	\$966.79
SIEMENS MOBILITY, INC.	PO21-74 TRAFFIC SGNL MNT-JUN	100217	\$475.44
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$296.98
WEST COAST ARBORISTS, INC.	PO21-118 TREE SERVICE 06/16-06/31/21	100130	\$499.80
	<b>TOTAL STREET MAINTENANCE</b>		<b>\$9,745.03</b>
<b>1006540 - TRAFFIC SAFETY</b>			
SDG&E CO INC	UTILITES-05/01-06/09	100063	\$467.76
SDG&E CO INC	UTILITES-04/10-06/09	100063	\$942.14
SDG&E CO INC	UTILITIES-06/01-07/09	100214	\$462.29
SDG&E CO INC	UTILITIES-06/09-07/09	100214	\$991.28
REDFLEX TRAFFIC SYSTEMS, INC	PO21-55 RED LIGHT CAMERA-JUNE	100135	\$7,158.00
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$18.35
AT&T CALNET 3	9391012279 05/24/21-06/23/21	100029	\$49.40
SIEMENS MOBILITY, INC.	PO21-74-TRAFFIC SGNL MNT-JUN	100217	\$120.57
SIEMENS MOBILITY, INC.	PO21-74 TRAFFIC SGNL MNT-JUN	100217	\$1,089.24
	<b>TOTAL TRAFFIC SAFETY</b>		<b>\$11,299.03</b>
<b>1006550 - STREET CLEANING</b>			
CLEAN STREET	PO21-35 STREET SWP-JUNE 21	100095	\$3,431.28
	<b>TOTAL STREET CLEANING</b>		<b>\$3,431.28</b>
<b>1006560 - PARK MAINTENANCE</b>			
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$13.36
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$13.35
RANCHO SANTA FE SECURITY SYS INC	PO21-73 LINE 2	100038	\$252.00
RANCHO SANTA FE SECURITY SYS INC	PO21-73 RESTROOM UNLOCK JUNE	100038	\$583.57
DIXIELINE LUMBER CO INC	TRASH CANS	100100	\$101.26
DIXIELINE LUMBER CO INC	CENTER OUTLET SINK DRAIN	100100	\$10.66
ONE DAY SIGNS	SIGNS-MONARCH/LC	100189	\$140.08
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$367.99
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$1,600.78
SANTA FE IRRIGATION DISTRICT	MID MONTH BILLING-MAY-JUL 21	100200	\$251.76
SANTA FE IRRIGATION DISTRICT	MID MONTH BILLING-MAY-JUL 21	100200	\$306.75
SANTA FE IRRIGATION DISTRICT	MID MONTH BILLING-MAY-JUL 21	100200	\$1,036.22
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$104.97
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$74.42
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$315.52
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$74.42

SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$221.21
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$1,576.52
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$121.65
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$103.54
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$130.83
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$82.85
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$141.78
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$102.25
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$74.42
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$238.05
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$305.82
SHURLOCK FENCE COMPANY	CHAIN LINK REPAIR ALONG CANAL	100026	\$400.00
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$18.35
JOSHUA BLEA	MILEAGE-06/20/21	100019	\$28.00
JOSHUA BLEA	MILEAGE-07/17-07/18	100145	\$28.00
NISSHO OF CALIFORNIA	PO21-36 LANDSCAPING SERVICE	100112	\$11,626.03
ABEL PEREZ	MILEAGE-06/27/21	100015	\$7.84
ABEL PEREZ	MILEAGE-07/09 & 07/11	100138	\$7.84
JOSE GARCIA	MILEAGE-07/25-07/26	100181	\$34.72
THE HOME DEPOT PRO	RENOWN LINERS	100222	\$505.48
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$61.44
NORTH COUNTY CONCRETE CUTTING & CORING INC.	PICKLEBALL COURT POST HOLES	100188	\$320.00

**TOTAL PARK MAINTENANCE****\$21,423.78****1006570 - PUBLIC FACILITIES**

SEASIDE HEATING & AIR CONDITIONING	PO21-130 FS-AC UNIT	100040	\$635.00
SEASIDE HEATING & AIR CONDITIONING	PO21-130 FS-AC INSTALL	100040	\$5,980.00
RANCHO SANTA FE SECURITY SYS INC	SENSOR REPLACEMENT	100114	\$345.00
DIXIELINE LUMBER CO INC	1800W PHOTO CELL W/PLATE	100050	\$12.60
DIXIELINE LUMBER CO INC	WD-40	100050	\$19.04
DIXIELINE LUMBER CO INC	HOSE CLAMP/FENDER WASHER/CABLE	100050	\$41.68
DIXIELINE LUMBER CO INC	PLASTIC PLUG W/SCREW	100050	\$7.75
DIXIELINE LUMBER CO INC	NUTS/SCREWS	100171	\$11.93
DIXIELINE LUMBER CO INC	WASHERS/SCREWS	100171	\$4.87
DIXIELINE LUMBER CO INC	DOOR STOP	100100	\$9.20
DIXIELINE LUMBER CO INC	CONCRETE MIX/FURNACE KEY	100171	\$19.48
DIXIELINE LUMBER CO INC	PLASTIC WOOD FILLER	100171	\$11.43
DIXIELINE LUMBER CO INC	LIGHT CONTROL FACE PLATE	100100	\$12.60
DIXIELINE LUMBER CO INC	NOZZLE/GLOVES	100100	\$45.34
DIXIELINE LUMBER CO INC	SCREWDRIVER SETS	100100	\$36.43
DIXIELINE LUMBER CO INC	SQUEEGEE/GLOVE SCRUBBER	100100	\$19.37
DIXIELINE LUMBER CO INC	GLOVES	100100	\$26.93
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$373.72
SDG&E CO INC	UTILITES-05/01-06/09	100063	\$2,493.97
SDG&E CO INC	UTILITES-04/10-06/09	100063	\$7,323.52
SDG&E CO INC	UTILITIES-06/01-07/09	100214	\$2,265.23
SDG&E CO INC	UTILITIES-06/09-07/09	100214	\$6,166.23
CONSOLIDATED ELECTRICAL DIST INC	LIGHTS/LENS	100166	\$689.43
LALLEY CONSTRUCTION	STORAGE CABINET FOR PLANS	100035	\$4,225.00
SANDIEGO COUNTY-AIR POLLUTION	EMSSN RNWL FY21/22	100119	\$598.00
NISSHO OF CALIFORNIA	PO21-36 LANDSCAPING SERVICE	100112	\$2,545.88
CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES-PW	100164	\$54.16
JOSE GARCIA	MILEAGE-07/25-07/26	100181	\$34.72
HABITAT PROTECTION, INC	PO21-145 PEST CONTROL-JUN 21	100113	\$34.00
HABITAT PROTECTION, INC	PO21-145 PEST CONTROL-JUNE 21	100113	\$53.00

HABITAT PROTECTION, INC	PO21-145 PEST SERVICE-JUNE 21	100113	\$34.00
HABITAT PROTECTION, INC	PO21-145 PEST SERVICE/AS NEEDED SRVC-JUNE 21	100113	\$35.00
HABITAT PROTECTION, INC	PO21-145 PEST SERVICE/AS NEEDED SRVC-JUNE 21	100113	\$29.00
HABITAT PROTECTION, INC	PO21-145 PEST SERVICE-JUNE 21	100113	\$40.00
HABITAT PROTECTION, INC	PO21-145 PEST SERVICE-JUNE 21	100113	\$34.00
CALIFORNIA OFFICE CLEANING, INC	PO21-188 / LC SUPPLIES	100032	\$7,930.00
CALIFORNIA OFFICE CLEANING, INC	PO21-188 / LC SUPPLIES	100032	\$3,519.00
CALIFORNIA OFFICE CLEANING, INC	PO21-188 / LC SUPPLIES	100032	\$150.00
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$102.41
READY REFRESH BY NESTLE	WATER-P&R-JUNE	100062	\$30.30
READY REFRESH BY NESTLE	WATER-PW-JUNE	100062	\$5.39
READY REFRESH BY NESTLE	DRINKING WATER-CH	100115	\$138.69
CHRISTIAN COMPANY	LIFE GAURD TWR-REPAIR	100092	\$394.78
SYMONS FIRE PROTECTION	FIRE BELL REPLACE INSTAL	100219	\$860.00
ENCINITAS GLASS COMPANY, INC.	INSTALL SNEEZE GUARD	100101	\$1,402.81
	<b>TOTAL PUBLIC FACILITIES</b>		<b>\$48,800.89</b>
<b>1007100 - COMMUNITY SERVICES</b>			
NORTH COUNTY ARTS NETWORK	2021 NCAN MEMBERSHIP-MOSHKI	100111	\$250.00
	<b>TOTAL COMMUNITY SERVICES</b>		<b>\$250.00</b>
<b>1007110 - GF-RECREATION</b>			
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$60.25
	<b>TOTAL GF-RECREATION</b>		<b>\$60.25</b>
<b>1205460 - SELF INSURANCE RETENTION</b>			
ALLIANT INSURANCE SVCS INC	ADWRP INSURANCE PREMIUM	100042	\$4,632.83
SECTRAN SECURITY INC	COURIER SVC-JUN	100064	\$113.37
SECTRAN SECURITY INC	COURIER SVC-JUN	100064	\$19.79
SECTRAN SECURITY INC	COURIER SVC/FUEL-JUL	100215	\$133.16
PRISM	FY22 POLLUTION INSURANCE	100061	\$6,038.00
PRISM	FY22 MASTER CRIME INSURANCE	100061	\$2,441.00
PRISM	FY22 PROPERTY INSURANCE	100061	\$75,918.00
PRISM	FY22 CYBER LIABILITY	100061	\$7,632.00
PRISM	FY22 EXCESS LIABILITY	100061	\$40,763.00
PRISM	FY22 GENERAL LIABILITY	100061	\$173,311.00
ANA KAREN LANG	CLAIM 2106.LANG	100142	\$222.09
	<b>TOTAL SELF INSURANCE RETENTION</b>		<b>\$311,224.24</b>

**1355200 - ASSET REPLACEMENT-CTY MNGR**

TYLER TECHNOLOGIES, INC.

20-216-01 IMPLMNTN NON-HR

100124 \$205.00

**TOTAL ASSET REPLACEMENT-CTY MNGR****\$205.00****1355300 - ASSET REPLACEMENT-FINANCE**

TYLER TECHNOLOGIES, INC.

20-216-01 IMPLMNTN NON-HR

100124 \$1,715.00

**TOTAL ASSET REPLACEMENT-FINANCE****\$1,715.00****1355450 - ASSET REPLACEMENT-INFO SYS**

360CIVIC

21-190 WEBSITE REDESIGN

100088 \$15,355.00

**TOTAL ASSET REPLACEMENT-INFO SYS****\$15,355.00****1356170 - ASSET REPLACEMENT-MARN SFTY**

DAY WIRELESS SYSTEMS (20)

21-192 MS VEH OUTFITTING

100048 \$4,714.33

**TOTAL ASSET REPLACEMENT-MARN SFTY****\$4,714.33****1605360 - OPEB OBLIGATION**

INTERNAL REVENUE SERVICE

CY21 QTR2-PCORI FEES - MIDA

100034 \$25.27

**TOTAL OPEB OBLIGATION****\$25.27****2026510 - GAS TAX-ENGINEERING**

STC TRAFFIC, INC

21-173-02 CIP19-TRFC SGNL ASMNT

100041 \$5,825.00

STC TRAFFIC, INC

21-173-02 CIP19-TRFC SGNL ASMNT

100122 \$12,755.00

**TOTAL GAS TAX-ENGINEERING****\$18,580.00****2037510 - HIGHWAY 101 LANDSC #33**

SANTA FE IRRIGATION DISTRICT

MID MONTH BILLING-MAY-JUL 21

100200 \$673.35

SANTA FE IRRIGATION DISTRICT

MID MONTH BILLING-MAY-JUL 21

100200 \$174.48

SANTA FE IRRIGATION DISTRICT

TWO MONTH BILLING-MAY-JUN 21 A

100200 \$703.90

SDG&amp;E CO INC

UTILITES-04/10-06/09

100063 \$2,374.59

SDG&amp;E CO INC

UTILITIES-06/09-07/09

100214 \$2,610.14

KOPPEL &amp; GRUBER PUBLIC FINANCE

PO21-148 APR-JUN BENEFIT FEE

100106 \$686.93

KOPPEL &amp; GRUBER PUBLIC FINANCE

PO21-148 APR-JUN BENEFIT FEE

100106 \$35.14

NISSHO OF CALIFORNIA	PO21-36 LANDSCAPING SERVICE	100112	\$4,571.98
	<b>TOTAL HIGHWAY 101 LANDSC #33</b>		<b>\$11,830.51</b>
<b>2047520 - MID 9C SANTA FE HILLS</b>			
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$790.23
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$586.65
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$707.29
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$59.55
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$142.49
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$478.02
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$1,012.66
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$918.41
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$311.44
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$1,133.30
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$873.17
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$865.63
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$775.15
KOPPEL & GRUBER PUBLIC FINANCE	PO21-148 APR-JUN BENEFIT FEE	100106	\$47.61
	<b>TOTAL MID 9C SANTA FE HILLS</b>		<b>\$8,701.60</b>
<b>2057530 - MID 9E ISLA VERDE</b>			
KOPPEL & GRUBER PUBLIC FINANCE	PO21-148 APR-JUN BENEFIT FEE	100106	\$24.49
	<b>TOTAL MID 9E ISLA VERDE</b>		<b>\$24.49</b>
<b>2077550 - MID 9H SAN ELIJO #2</b>			
KOPPEL & GRUBER PUBLIC FINANCE	PO21-148 APR-JUN BENEFIT FEE	100106	\$25.85
	<b>TOTAL MID 9H SAN ELIJO #2</b>		<b>\$25.85</b>
<b>2087580 - COASTAL RAIL TRAIL MAINT</b>			
SANTA FE IRRIGATION DISTRICT	ONE MONTH BILLING-JUN 21	100200	\$1,462.52
SANTA FE IRRIGATION DISTRICT	TWO MONTH BILLING-MAY-JUN 21 A	100200	\$117.34
KOPPEL & GRUBER PUBLIC FINANCE	21-183-01 CRT ADMIN	100106	\$2,300.00
KOPPEL & GRUBER PUBLIC FINANCE	21-183-01 CRT ADMIN	100106	\$332.50
NISSHO OF CALIFORNIA	PO21-36 LANDSCAPING SERVICE	100112	\$14,124.05
	<b>TOTAL COASTAL RAIL TRAIL MAINT</b>		<b>\$18,336.41</b>
<b>2117600 - STREET LIGHTING DISTRICT</b>			
SDG&E CO INC	UTILITES-05/01-06/09	100063	\$7,437.79
SDG&E CO INC	UTILITIES-06/01-07/09	100214	\$7,525.19
KOPPEL & GRUBER PUBLIC FINANCE	21-183-01 CRT ADMIN	100106	\$644.95
VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$6.67
SIEMENS MOBILITY, INC.	PO21-75 L1-ST LIGHT REPAIR-JUN	100217	\$3,103.18
SIEMENS MOBILITY, INC.	PO21-75 L1/L4-ST LIGHT REPAIR-JUN	100217	\$3,174.73
	<b>TOTAL STREET LIGHTING DISTRICT</b>		<b>\$21,892.51</b>
<b>2135550 - DEVELOPER PASS-THRU- PLANNING</b>			
SUMMIT ENVIRONMENTAL GROUP	PO21-193 1714.29-SOLANA HIGHLNDS-JUN	100136	\$460.00
SUMMIT ENVIRONMENTAL GROUP	PO21-38 9926 PROF SVC SND-JUN	100136	\$4,255.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	DPR20005/537 N GRANADOS-JUN	100191	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	DRP19003/521S RIOS AVE-JUN	100191	\$250.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	DRP20010/425S GRANADOS-JUN	100191	\$450.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	DRP20015/418 S GRANADOS-JUN	100191	\$300.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	1717.14/986 AVOCADO PL-JUN	100191	\$600.00
PAMELA ELLIOTT LANDSCAPE ARCHITECT	DRP21009/437 MARVIEW DR-JUN	100191	\$450.00
	<b>TOTAL DEVELOPER PASS-THRU- PLANNING</b>		<b>\$7,065.00</b>
<b>2196110 - COPS PROGRAM</b>			
SAN DIEGO COUNTY SHERIFF'S DEPT.	LAW ENFORCEMENT - APR	100117	\$12,388.63
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFORCEMENT - MAY	100117	\$12,388.65
SAN DIEGO COUNTY SHERIFF'S DEPT.	PO21-72 LAW ENFRMNT-JUN	100197	\$11,572.97
	<b>TOTAL COPS PROGRAM</b>		<b>\$36,350.25</b>

**2206510 - TRANS DEVELOP ACT (TDA)**

MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100057	\$14,123.25
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100057	\$7,141.50
<b>TOTAL TRANS DEVELOP ACT (TDA)</b>			<b>\$21,264.75</b>

**228 - TRANSNET EXTENSION**

TC CONSTRUCTION COMPANY, INC.	9362.21 ST M&R RTN RLS	100221	\$22,315.11
<b>TOTAL TRANSNET EXTENSION</b>			<b>\$22,315.11</b>

**2286510 - TRANSNET EXTENSION-CIP**

CHEN RYAN ASSOCIATES	21-202 9538 SAFE RT SCH	100033	\$580.63
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100057	\$1,569.25
MICHAEL BAKER INTERNATIONAL, INC	19-193-03 9382 LSF CORR	100057	\$793.50
BUCKNAM INFRASTRUCTURE GROUP INC	21-201 9362 PVMNT ASSMT	100030	\$660.00
BUCKNAM INFRASTRUCTURE GROUP INC	21-201 9362 PVMNT ASSMT	100091	\$2,217.26
<b>TOTAL TRANSNET EXTENSION-CIP</b>			<b>\$5,820.64</b>

**240 - COMM DEV BLOCK GR (CDBG)**

PAL GENERAL ENGINEERING INC	9355.21 PED RMPS RT	100190	(\$1,975.00)
<b>TOTAL COMM DEV BLOCK GR (CDBG)</b>			<b>(\$1,975.00)</b>

**2406510 - COMM DEV BLOCK GR (CDBG)-CIP**

PAL GENERAL ENGINEERING INC	21-196-01 9355 PED RMPS	100190	\$39,500.00
<b>TOTAL COMM DEV BLOCK GR (CDBG)-CIP</b>			<b>\$39,500.00</b>

**2466510 - PER CAPITA GRANT FUND-CIP**

CHEN RYAN ASSOCIATES	21-202 9538 SAFE RT SCH	100033	\$1,741.87
<b>TOTAL PER CAPITA GRANT FUND-CIP</b>			<b>\$1,741.87</b>

**2505570 - COASTAL BUSINESS/VISITORS**

RAPHAEL'S PARTY RENTALS	MOVIE NIGHT-08/28/21	100194	\$1,174.77
SAM CASTELLANO	2021 CONCERTS AT THE COVE SOUND	100047	\$2,450.00
ROBERT SULLIVAN	CONCERTS @ COVE-08/05/21	100196	\$300.00
NATALIE FICARRA	07/15/21 CONCERT AT THE COVE PERFORMANCE	100025	\$500.00
WILLIAM WATSON IV	07/22/21 CONCERTS AT THE COVE PERFORMANCE	100069	\$300.00
ULTIMATE ENTERTAINMENT	MOVIE NIGHT-EQUIPMENT	100125	\$950.00
CHRISTOPHER WILLIAM GOLDSMITH	CONCERT@COVE 07/29/21	100093	\$300.00
<b>TOTAL COASTAL BUSINESS/VISITORS</b>			<b>\$5,974.77</b>

**2557110 - CAMP PROGRAMS**

WESS TRANSPORTATION SERVICES	CAMP FIELD TRIP-06/30	100129	\$466.40
WESS TRANSPORTATION SERVICES	CMP FLD TRIP-07/07/21	100226	\$466.40
NOAH WILLIAMS PHOTOGRAPHY	JRLG PROMO DVD 1A&1P	100186	\$1,300.00
AGIT GLOBAL NORTH AMERICA INC	BODY BOARDS-16	100140	\$481.00
GENERATION FORWARD, INC.	SCIENCE WORKSHOP	100163	\$395.00
<b>TOTAL CAMP PROGRAMS</b>			<b>\$3,108.80</b>

**2706120 - PUBLIC SAFETY- LAW ENFORCEMENT**

EMERGENCY MEDICAL PRODUCTS INC	APPLICATION TOURNIQUET/LA RESCUE O2 TO GO	100051	\$198.97
<b>TOTAL PUBLIC SAFETY- LAW ENFORCEMENT</b>			<b>\$198.97</b>

**4506190 - SAND REPLNSHMNT/RETENTION**

WARWICK GROUP CONSULTANTS, LLC	PO21-54 9926.21 PROF SVC-JUN	100127	\$4,945.00
SAN DIEGO ASSOC OF GOVERNMENTS	SANDAG	100199	\$5,417.00
<b>TOTAL SAND REPLNSHMNT/RETENTION</b>			<b>\$10,362.00</b>

**5097700 - SANITATION**

MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$9.54
MISSION LINEN & UNIFORM INC	LAUNDRY-PUB WORKS	100110	\$9.53
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$9.53
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$9.53
MISSION LINEN & UNIFORM INC	LAUNDRY - PUB WORKS	100110	\$9.53
SANTA FE IRRIGATION DISTRICT	AUTO SPLIT-JUN 21	100200	\$649.06
AMERICAN PUBLIC WORKS ASSOCIATION	21/22 MEMBR-5 ENG/PW	100141	\$430.00

VERIZON WIRELESS-SD	PW CELL 06/02-07/01	100126	\$6.67
SAN ELIJO JPA	Q3 MAINT AND OP	100039	\$415,162.00
SAN ELIJO JPA	Q3 CIP FUNDING	100039	\$253,122.00
COUNTY OF SAN DIEGO ASSESSOR/RECORDR	2021 MPR EXTRACT	100167	\$125.00
AT&T CALNET 3	PO21-19 9391012277 5/24-6/23	100029	\$14.69
WEX FLEET UNIVERSAL	AUTO FUEL-06/08-07/07	100131	\$122.89
PRISM	FY22 PROPERTY INSURANCE	100061	\$62,816.00
ENGINEERING PERMIT REFUNDS	REFUND-SEW20-0024/301 W CLIFF	100173	\$2,254.00
ENGINEERING PERMIT REFUNDS	REFUND-SEW20-0024/301 W CLIFF	100173	\$1,215.00
ENGINEERING PERMIT REFUNDS	REFUND-SEW20-0024/301 W CLIFF	100173	\$1,031.00
<b>TOTAL SANITATION</b>			<b>\$736,995.97</b>

**5507750 - SOLANA ENERGY ALLIANCE**

SDG&E CO INC	PO21-08 SEA CCA SERVICE-APRIL 21	100120	\$1,828.83
SDG&E CO INC	PO21-08 SEA CCA SVC-MAY	100214	\$1,670.42
BAYSHORE CONSULTING GROUP, INC	PO21-139-CCA PROF SVC-JUN	100045	\$825.00
INBOUND DESIGN INC.	SEA WEBSITE MANT-JUL	100178	\$49.00
PJ CASTORENA, INC.	PO21-09-WEEKLY PUSH MAILER (04/27)	100058	\$42.84
CA DEPARTMENT OF TAX AND FEE ADMIN	Q4 ENERGY RETURN SURCHARGE	100031	\$2,535.01
TOSDAL APC	PO21-138 SEA PROF SVC-JUN	100123	\$3,698.00
<b>TOTAL SOLANA ENERGY ALLIANCE</b>			<b>\$10,649.10</b>

**6718510 - BARBARA UNDERGROUNDING-DS**

WILLDAN	FY21 JUL-SEPT UNDERGROUND DISTRICT ADMIN	100068	\$263.42
WILLDAN	FY21 OCT-DEC UNDERGROUND DISTRICT ADMIN	100068	\$440.59
WILLDAN	FY21 JAN-MAR UNDERGROUND DISTRICT ADMIN	100068	\$269.66
WELLS FARGO BANK	FY22 ADMIN CHARGES	100128	\$1,750.00
<b>TOTAL BARBARA UNDERGROUNDING-DS</b>			<b>\$2,723.67</b>

**6728520 - PACIFIC UNDERGROUNDING-DS**

WILLDAN	FY21 JUL-SEPT UNDERGROUND DISTRICT ADMIN	100068	\$253.96
WILLDAN	FY21 OCT-DEC UNDERGROUND DISTRICT ADMIN	100068	\$306.17
WILLDAN	FY21 JAN-MAR UNDERGROUND DISTRICT ADMIN	100068	\$255.79
WELLS FARGO BANK	FY22 ADMIN CHARGES	100128	\$750.00
<b>TOTAL PACIFIC UNDERGROUNDING-DS</b>			<b>\$1,565.92</b>

**6738530 - MARSOLAN UNDERGROUNDING-DS**

WILLDAN	FY21 JUL-SEPT UNDERGROUND DISTRICT ADMIN	100068	\$253.11
WILLDAN	FY21 OCT-DEC UNDERGROUND DISTRICT ADMIN	100068	\$294.14
WILLDAN	FY21 JAN-MAR UNDERGROUND DISTRICT ADMIN	100068	\$254.55
<b>TOTAL MARSOLAN UNDERGROUNDING-DS</b>			<b>\$801.80</b>

**6768560 - SO SOLANA SEWER DISTR-DS**

KOPPEL & GRUBER PUBLIC FINANCE	PO21-148 SSB SEWER APR-JUN	100106	\$428.84
<b>TOTAL SO SOLANA SEWER DISTR-DS</b>			<b>\$428.84</b>

REPORT TOTAL: **\$2,873,819.11**



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** Finance  
**SUBJECT:** **Report on Changes Made to the General Fund Adopted Budget for Fiscal Year 2021/22**

## **BACKGROUND:**

Staff provides a report at each Council meeting that lists changes made to the current Fiscal Year (FY) General Fund Adopted Budget.

The information provided in this Staff Report lists the changes made through July 14, 2021.

## **DISCUSSION:**

The following table reports the revenue, expenditures, and transfers for 1) the Adopted General Fund Budget approved by Council on June 23, 2021 (Resolution 2021-092) and 2) any resolutions passed by Council that amended the Adopted General Fund Budget.

GENERAL FUND - ADOPTED BUDGET PLUS CHANGES					
As of July 14, 2021					
Action	Description	Revenues	Expenditures	Transfers from GF	Net Surplus
Reso 2021-092	Adopted Budget	22,694,100	(20,222,560)	(916,100) (1)	\$ 1,555,440
Reso 2021-086	Crossing Guards	121,540	(48,984)	-	1,627,996
Reso 2021-096	FY22 MOU	-	(950)	-	1,627,046
(1)	Transfers to:		150,100		
	Debt Service for Public Facilities			150,100	
	Transfer to:		766,000		
	City CIP Fund			766,000	

## **CEQA COMPLIANCE STATEMENT:**

Not a project as defined by CEQA

## **COUNCIL ACTION:**

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**FISCAL IMPACT:**

N/A

**WORK PLAN:**

N/A

**OPTIONS:**

- Receive the report.
- Do not accept the report

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council receive the report listing changes made to the FY 2021-2022 General Fund Adopted Budget.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



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Gregory Wade, City Manager



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** City Clerk's Office  
**SUBJECT:** **Council Consideration of Resolution 2021-099 Destruction of Obsolete Records**

---

## **BACKGROUND:**

Periodically, the City reviews its records to identify those available for official destruction. Destruction of records frees up storage space and helps Staff manage the large volume of records. Stockpiling vast amounts of public records increases the risk of misplacement and increases Staff management and time spent complying with subpoenas and records requests for documents that are no longer required to be retained. Therefore, the City conducts periodic destruction to manage its accumulation of records.

The maintenance and storage of records that are no longer required to be retained can be cumbersome due to inventory maintenance and add costs for offsite storage. It should be noted that records required and/or necessary to be retained by the City are kept for retention as required. Destruction of approved records is important to lessen the storage needs produced by documents that are no longer needed.

This item is before Council to consider adoption of Resolution 2021-099 approving the official destruction of obsolete records.

## **DISCUSSION:**

Destruction of records is permitted in accordance with state law and the City's Records Retention Schedule, which was adopted by Resolution 2000-34 and Resolution 2002-76. The City's Retention Schedule contains state law requirements as well as additional City retention provisions to outline retention periods for various government records.

Resolution 2021-099 (Attachment 1) contains the attached Lists of Records to be Destroyed (Exhibit A of Resolution 2021-099) itemizing the description of documents

CITY COUNCIL ACTION:


that are prepared for destruction. These documents are obsolete and may be destroyed in compliance with the City's adopted Retention Schedule as well as procedures outlined in the City's Records Management Manual including following all updated retention requirements of state regulations. After careful review of the records by the respective Department Staff, Department Heads, City Attorney and City Clerk/Custodian of Records, 31 boxes of obsolete records were carefully prepared and authorized for destruction.

**CEQA COMPLIANCE:** N/A

**FISCAL IMPACT:**

The City will save administrative and storage expenses by destroying records no longer needed or required to be retained. The cost of official destruction of these documents has been allocated within the Clerk Department's budget to accommodate this service.

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation.
- Do not approve Staff recommendation.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2021-099 authorizing the destruction of officially obsolete records.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



---

Gregory Wade, City Manager

Attachments:

1. Resolution 2021-099

## RESOLUTION 2021-099

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING DESTRUCTION OF CERTAIN OBSOLETE RECORDS

**WHEREAS**, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time, according to the Solana Beach Records Retention Schedule which adheres to various state codes and regulations; and

**WHEREAS**, the maintenance of these records does not provide for effective and efficient operation of the government of the City of Solana Beach; and

**WHEREAS**, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be officially destroyed; and

**WHEREAS**, the City Council adopted the Records Retention Schedule on June 6, 2000 and adopted a revised Records Retention Schedule on August 20, 2002; and

**WHEREAS**, the documents proposed for destruction were reviewed by the Department Directors and authorized for official destruction by the City Attorney and City Clerk/Custodian of Records, and are currently compliant with State Code retention requirements.

**NOW, THEREFORE**, the City Council of the City of Solana Beach, California does resolve as follows:

1. That the above recitations are true and correct.
2. That the records of the City of Solana Beach, as set forth in the attached Lists of Records to be Destroyed (Exhibit A) attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of the adopted Solana Beach Records Retention Schedule and upon the consent of the Department Heads, City Attorney, and City Clerk/Custodian of Records.
3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.
4. That this resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 25<sup>rd</sup> day of August, 2021 at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers -  
NOES: Councilmembers -  
ABSTAIN: Councilmembers -  
ABSENT: Councilmembers -

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# EXHIBIT A

## RESOLUTION 2021-099

### Lists of Records to be Officially Destroyed 30 Boxes

1	HR 6 – Employee Recruitment Selection Materials & Testing 1990 – 2005
2	HR 7 – Employee Recruitment Selection Materials & Testing 1995 - 2016
3	HR 8 – Marine Safety Training Materials, Salary Survey/Schedules, & Recruitment 2004 - 2018
4	HR 9 – Dept. Records, Training & Recruitment 1986 - 2015
5	HR 10 – Disciplinary Records 2007- 2011
6	HR 11 – Working Files & Salary Surveys 1997 - 2014
7	HR 12 – Disciplinary Records 1997 - 2006
8	HR 13 – Employee Recruitment Selection Materials & Testing 2005 - 2008
9	HR 14 – Employee Recruitment Selection Materials & Testing 2005 - 2008
10	HR 15 – Employee Recruitment Selection Materials & Testing, HR Working Files, & Disciplinary Records 1987 - 2002
11	CMGR 13 – Dept. Records & Correspondence 1987 - 2007
12	CMGR 14 – Dept. Records & Correspondence 1986 - 2007
13	CMGR 15 – Dept. Records, Correspondence, & Working Files 1986 - 2007
14	CMGR 16 – Dept. Records, Correspondence, & Working Files 1987 - 2007
15	CMGR 17 – Dept. Records, Correspondence, & Working Files 1988 - 2007
16	CMGR 18 – Dept. Records, Correspondence, & Working Files 1989 - 2006
17	CMGR 19 – Dept. Records, Correspondence, & Working Files 1987 - 2007
18	CMGR 20 – Dept. Records, Correspondence, & Working Files 1986 - 2007
19	CMGR 21 – Dept. Records, Correspondence, & Working Files 1988 - 2007
20	CMGR 23A – Dept. Records, Correspondence, & Working Files 1987 - 2007
21	CMGR 23B – Dept. Records & Working Files 1998 - 2015
22	CMGR 24 – Dept. Records, Correspondence, & Working Files 1999 - 2015
23	CMGR 25 – Dept. Records & Working Files 1987 - 2015
24	CMGR 26 – Dept. Records & Working Files 2004 - 2015
25	CLK – 1 - Bankruptcy Notices, Working Files MIDs, Mtg Requests, Ord Notification Requests, Oral Comm, FPPC: Campaign Stmtns 2004, Form 700s 1988-2006, Nomination Papers 1992-2006
26	CLK – 2 Prop 218 Returned Mail – Solid Waste Rates FY 2018-2019
27	HR-16 - Employee recruitment materials and testing 1989-2011, Personnel Files 1988-2009, City Manager general working files 2002-2011
28	HR-17 - Employee recruitment materials and testing 2004-2015
29	HR-18 - Employee recruitment materials and testing, and hiring 2003-2018
30	HR-19 - Employee recruitment materials and testing 2006-2011
31	HR-20 - Employee recruitment materials and testing 2006-2014

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages AD/HR-3, AD/HR-9

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR 1602 et. seq. & 1627.3(a)(5) and (6), and 1627.3(b)(iv), 8 CCR §11040.7 (c), GC §§12946, VC §§1808.1(a), 1808.2, 1808.21

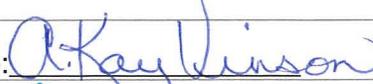
Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

- Severance Pay Survey 2002-2003
- Public Notification System 2003
- Fingerprinting Blank Cards
- Drivers License Data 1990-2004 (Termination + 2 years)
- Evaluation & 360/Work Performance/Employee Development/Materials & Forms 2000-2004

## Employee Recruitment - Selection Materials & Testing

- Job Announcement Examples from other Cities 1998-2002
- Temporary Staffing Services 2001-2003
- Recruitment Information 1997-2002
- Recruitment/Testing Services, CPS 2003-2005
- Office Specialist II – April 2003: Applications, Interview Questions, Corresp., Interview Schedules
- Firefighter Engineer – April 2003: Exam Results
- Captain/Engineer Tests 2003
- Lifeguards – April 2003: Interview Questions, Corresp., Pay-Scale Study
- Fire Captain Writing Exercise, Test Results, Teaching Demonstration 2005
- Parttime Positions: Administrative Asst. I Applications 2005; Temp. Maintenance Worker Applications 2005; Temp. Code Compliance Asst. (Parking) Applications 2005; Parttime/Temp. Firefighter/Paramedic Applications 2005
- Firefighter/Paramedic – April 2005: Applications, Interview Questions
- Firefighter/Paramedic 2004: Applications, Scenario Exercise, Interview Questions/Rating/Schedule, Corresp.

Records Prepared / Inventoried By: <u>Kay Vinson</u>	Signature: 	6-23-21
Department Head <u>Pouneh Sammak</u>	Signature: 	8/2/2021 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: 	Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages AD/HR-3, AD?HR-6, AD/HR-9

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR 1602 et. seq. & 1627.3(a)(5) and (6), and 1627.3(b)(iv), 8 CCR §11040.7 (c); GC §§12946, VC §§1808.1(a), 1808.2, 1808.21, 29 CFR 516.5

Documents Below Have Been Reviewed and Approved For Destruction:

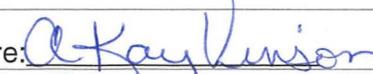
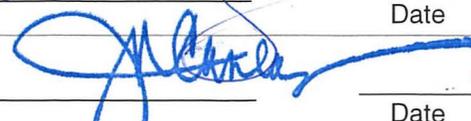
## Employee Recruitment - Selection Materials & Testing

- City Clerk – Nov. 2003: Applications, Interview Questions
- Administrative Assistant I – July 2004: Applications, Interview Questions
- Assistant Planner – Feb. 2004 & Feb. 2005: Applications, Interview Questions, Corresp.
- Principal Planner – Feb. 2004: Written Exam
- Administrative Assistant – June 2004: Applications, Interview Questions, Corresp.
- Recruitment Publication Vendors 1999-2003
- Letters of Interest in Employment 2001-2003
- North County Regional Firefighter/Paramedic Testing 1999-2001
- Joint Agency Firefighter Testing, Corresp. 1995-1997
- Marine Safety Sergeant 2000-2001: Eligibility List, Applications, Interview Questions, Corresp.

## Human Resources

- Class & Comp study by Comp Plus, 1990
- CalPERS Misc. & Safety Plans Actuarial 6-30-08 Valuation by John E. Bartel 3-3-2010
- Firefighter Negotiations, 2004, 2005, 2010-2011 (Superseded + 10 years)
- Employee Negotiations, Benefit Survey 2005-2010
- City Manager Salary Survey, Interim Manager Notes 2010
- Personnel: Draft Confidentiality Agreement 2005, Finance Dir. Recruitment 2005, 360 degree questionnaire

Private Attorneys General Act (PAGA) Research 2016

Records Prepared / Inventoried By: <u>Kay Vinson</u>	Signature: 	6-28-21
Department Head <u>Pouneh Sammak</u>	Signature: 	Date: <u>8/2/2021</u>
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	Date: <u>8-9-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date: _____

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

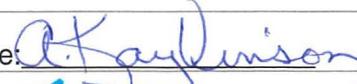
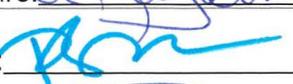
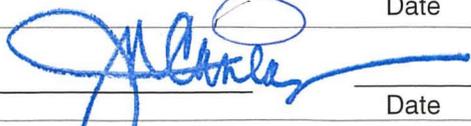
List reference pages of Retention Schedule Sections/Pages \_\_AD/HR, Marine Safety,

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, CCP §340.5

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources Records - Marine Safety

- Marine Safety Training (Materials, Standards & Admin 2 years; Individual Records 7 years)
  - Lifeguard Water Quality 2004, Orientation 1999-2004, Jr. Lifeguard Program Certificates 2001-2004, Lifeguard Academy Roster Report 2007, Training Information/Quiz 1989-2018, Exposure Control Plan for Communicable Diseases 1993; Cliff Rescue Training undated, First-Time Supervisor; Solana Beach Marine Safety Dept. Orientation 2016,
- Salary Surveys/Schedules (Superseded + 2 years)
  - Lifeguard Salary Survey/Schedules 2002, Marine Captain Benefits/Salary Review 2003
- Recruitments – Selection/Testing, Interview Guidelines, Applications, Intent to Return (List Expiration + 3 years) 1995-2018

Records Prepared / Inventoried By: <u>    Kay Vinson    </u>	Signature: <u></u>	<u>6-29-21</u>
Department Head <u>    Pouneh Sammak    </u>	Signature: <u></u>	<u>7/2/2021</u> Date
City Clerk/Custodian of Records <u>    Angela Ivey    </u>	Signature: <u></u>	<u>8-9-2021</u> Date
City Attorney <u>    Johanna Canlas    </u>	Signature: <u></u>	<u>        </u> Date

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The records listed below are scheduled to be destroyed, as indicated on:

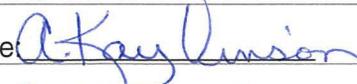
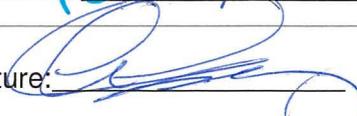
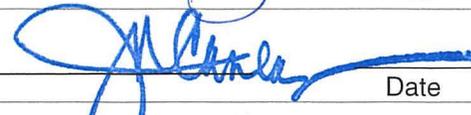
List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, CCP §340.5; Cal Code

Documents Below Have Been Reviewed and Approved For Destruction:

## HUMAN RESOURCES DEPT RECORDS

- Voluntary Statistical Information for various positions, undated
- Personnel Discipline/Claim Files 2004-2015 (separation + 5 years)
- Fire Dept. Training Records 1986-2006 (7 years)
- Unemployment Ins. Claim 2010 (final disposition + 2 years)
- Personnel Files 1997-2014 (separation + 5 years)
- Recruitments: applications – Maintenance Worker II 2014, Unpaid Volunteer/Intern 2015, Lifeguard 2015, Fire Battalion Chief 2014, Administrative Assistant II/III 2014, Environmental Specialist corresp. 2003, PT Rec. Leader interview questions, corresp. 2014 (Elig. List + 3 years)
- NeoGov agreement working file 2014
- Employment Eligibility Verification I-9s Terminations 1999-2005 (Separation + 5 years)

Records Prepared / Inventoried By: <u>    Kay Vinson    </u>	Signature: <u></u>	7-14-21
Department Head <u>    Pouneh Sammak/ Ryan Smith    </u>	Signature: <u></u>	<u>8-21-2021</u> Date
City Clerk/Custodian of Records <u>    Angela Ivey    </u>	Signature: <u></u>	<u>8-9-2021</u> Date
City Attorney <u>    Johanna Canlas    </u>	Signature: <u></u>	 Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

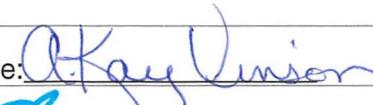
List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## HUMAN RESOURCES DEPT RECORDS

Disciplinary Investigations & Hearing Notes 2007-2011 (Separation + 5 years) Destruction eligible 9-2016

Records Prepared / Inventoried By: <u>    Kay Vinson    </u>	Signature: <u></u>	<u>7-13-21</u>
Department Head <u>    Pouneh Sammak    </u>	Signature: <u></u>	<u>8/2/2021</u> Date
City Clerk/Custodian of Records <u>    Angela Ivey    </u>	Signature: <u></u>	<u>8-9-2021</u> Date
City Attorney <u>    Johanna Canlas    </u>	Signature: <u></u>	<u>                    </u> Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

City Clerk – Legal Info, Code Section: GC §34090

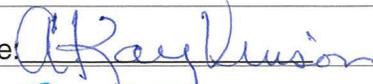
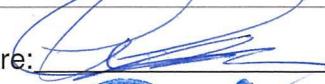
Documents Below Have Been Reviewed and Approved For Destruction:

## HUMAN RESOURCES DEPT RECORDS

### Classification Studies and Salary Surveys, Working Files (2 years)

- Fire 2014
- Miscellaneous Employees 2004
- Management 2014
- Preliminary Compensation Study Report 2014
- Marine Safety 2014
- Compensation Study, Position Descriptions, Notes, Career Paths, corresp. 2013-2014
- Miscellaneous Employees 2014
- Confidential Employees 2014
- CCPA 1997 & 1998

Disciplinary Investigations & Hearing Notes (Separation + 5 years) 2001-2005

Records Prepared / Inventoried By: <u>   Kay Vinson   </u>	Signature: 	7-14-21
Department Head <u>   Pouneh Sammak   </u>	Signature: 	8/2/2021 Date
City Clerk/Custodian of Records <u>   Angela Ivey   </u>	Signature: 	8-9-2021 Date
City Attorney <u>   Johanna Canlas   </u>	Signature: 	_____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

City Clerk – Legal Info, Code Section: GC §34090, 34090.6, 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, §§ 337 et seq.; GC §§ 945, 68150; PC §832.5

Documents Below Have Been Reviewed and Approved For Destruction:

## HUMAN RESOURCES DEPT RECORDS

### Personnel Files (Separation + 5 years)

- Reclassification Request 1999-2001
- Harassment Investigation 2005-2006
- Work Environment Complaints: 2001-2003
- Harassment/Defamation 1999
- Work Environment 1999
- Grievance 2001
- Fit for Duty 1999
- Unpaid Leave Request 2003
- Separation 1999
- Personnel File from SD County 1987
- Personnel File from SD County 1987
- Personnel File from SD County & Discipline 1987 -1998
- Personnel Complaints: 1987-2014

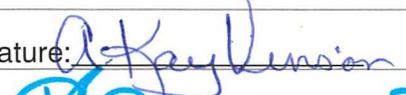
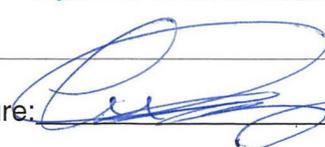
### Salary Schedules (superseded + 2 years)

- 4 positions 1994

### Disciplinary Investigations and Hearing Notes (Separation + 5 years) 1997-2005

### Litigation Files (Settle + 10 Years)

- Wrongful Termination/Discrimination 2003-2004
- Termination/Discrimination 2001-2002

Records Prepared / Inventoried By: <u>    Kay Vinson    </u>	Signature: 	7-20-21
Department Head <u>    Pouneh Sammak    </u>	Signature: 	<u>    8/2/2021    </u> Date
City Clerk/Custodian of Records <u>    Angela Ivey    </u>	Signature: 	<u>    8-9-2021    </u> Date
City Attorney <u>    Johanna Canlas    </u>	Signature: 	_____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages \_\_\_AD/HR

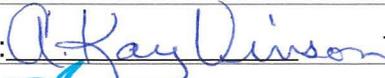
City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b)(iv), GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

### Employee Recruitment - Selection Materials & Testing (3 years)

- City Clerk – 2005: Applications, Interview Questions, Corresp.
- PT Parking Control Officer - 2005: Applications, Interview Questions, Corresp.
- Temporary Front Desk – 2005: Applications, Corresp.
- Engineering Intern – 2005: Applications, Interview Questions, Corresp.
- Planning Intern – 2005: Applications, Interview Questions, Corresp.
- PT HR Administrative Asst. – 2005: Applications, Interview Questions, Corresp.
- Management Analyst – 2006: Applications, Written Exam Results, Interview Questions, Corresp.
- Public Works Operations Manager – 2006: Applications, Interview Questions, Corresp.
- Firefighter/Paramedic 2008: Applications, Interview Questions, Scenario Responses, Corresp.
- Accountant 2007: Applications, Interview Questions, Questionnaire, Corresp.

Records Prepared / Inventoried By: ___ Kay Vinson _____	Signature: 	7-20-21
Department Head ___ Pouneh Sammak _____	Signature: 	8/2/2021 Date
City Clerk/Custodian of Records ___ Angela Ivey _____	Signature: 	8-9-2021 Date
City Attorney _____ Johanna Canlas _____	Signature: 	_____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

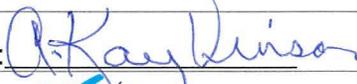
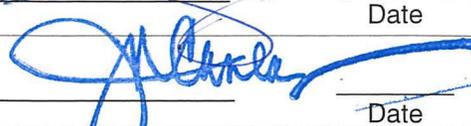
City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b)(iv), GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

### Employee Recruitment - Selection Materials & Testing (3 years)

- Jr. Planner 2005: Applications, Interview Questions, Supplemental Questionnaire, Corresp.
- PT HR Specialist 2005: Applications, Interview Questions, Corresp.
- Recreation Supervisor 2006: Applications, Interview Questions, Supplemental Questionnaire, Corresp.
- Seasonal Lifeguard 2006: Applications, Interview Questions, Corresp.
- Deputy City Clerk 2006: Written Exercise, Interview Questions
- Seasonal Lifeguard 2007: Applications, Interview Questions
- PT Facilities Attendant/Recreation Leader 2007: Applications, Corresp.
- Senior Planner 2007: Applications, Written Exams, Interview Questions, Corresp.
- PT Code Compliance Officer Assistant 2006: Applications, Corresp.
- Fire Engineer 2006 : Applications, Exams
- Engineering Intern 2007 : Applications, Interview Questions, Corresp.
- Temp. Engineering Tech 2008: Applications
- Recreation Leader 2008: Applications, Corresp.
- Jr. Lifeguard 2008: Applications, Interview Questions, Corresp.
- Firefighter/Paramedic 2006: Applications, Interview Questions, Corresp.
- Recreation Aids/Facility Attendants 2006: Applications, Corresp.

Records Prepared / Inventoried By: <u>   Kay Vinson   </u>	Signature: <u></u>	<u>7-21-21</u>
Department Head <u>   Pouneh Sammak   </u>	Signature: <u></u>	<u>8/21/2021</u>
City Clerk/Custodian of Records <u>   Angela Ivey   </u>	Signature: <u></u>	<u>8-9-2021</u> Date
City Attorney <u>   Johanna Canlas   </u>	Signature: <u></u>	<u>                    </u> Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages \_\_AD/HR

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b)(ii) (iv), GC §§12946, 8 CCR §3204(d)(1) et seq.  
29 CFR 1602.31 & 1627.3(b)(ii)

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

### Employee Recruitment - Selection Materials & Testing (3 years)

- Interview Guidelines, Interview Questions for Positions, Test Material
- Official Specialist II Test Results 1997

### Personnel Files (Separation + 5 Years) 1987-1991, 1999-2003, 2005

- Contract Employees/Temporary Staffing 1999-2003
- Exit Interviews 1995-1996
- Leave Requests/Employee Development Review, one FD employee, 1989-1995
- Fire Department: Test Scores 1991, Seasonal Employee Evaluation 1991, SB Lifesaving Association Officer Election 1987
- Staffing for Sign Enforcement 1987
- Employee Data Entry Worksheets 1989

### Reclassification Working File (Superseded + 3 years)

- Code Enforcement Officer 1995-1996

### Retirement Files (Separation + 5 years)

- PERS – Uniform Information 1990-1994

### Accident Reports (Settle + 5 Years) 1987-1989, 1990-1991, 1992-1998, 2000, 2002

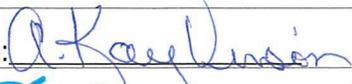
- 1992-1998
- 1990-1991
- 1987-1989

### Workers Compensation Claims (Close/Settlement + 30 years) 1989

### Disciplinary Investigations & Hearing Notes (Separation + 5 Years) 1987-1999

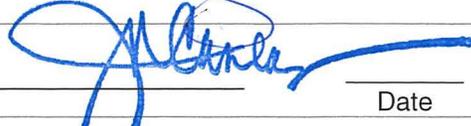
### Correspondence (2 years)

- Graffiti Reward Case 1997

Records Prepared / Inventoried By: Kay Vinson Signature:  7-22-21

Department Head Pouneh Sammak Signature:  8/2/2021  
Date

City Clerk/Custodian of Records Angela Ivey Signature:  8-9-2021

City Attorney Johanna Canlas Signature:  \_\_\_\_\_  
Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW, FIN

GC §34090, CCP §337

Documents Below Have Been Reviewed and Approved For Destruction:

**CITY MANAGER DEPT RECORDS**

Correspondence – Routine (Administrative, Reports, Working Files)

Planning/Engineering matters corresp. 1988-2007

(Proposed Ralph's Market, Avocado Trailer Park, Lomas Santa Fe Plaza Residential Plan/American Assets/Pacific Solana Beach Holdings, Ocean Terrace/Wedbush-Parking on Lomas Santa Fe, 641 Marine View water drainage, 509 Marview Ln. landscaping, 436 Marview Ln. roof, 139 Pacific addition, 141 Pacific bluff, 311-319/357 Pacific Corn/Scism seawall, 261 Pacific ramp, 231 Pacific sea caves, 241 Pacific bluff, 327 Pacific seawall, 333-337 Pacific bluff, 365 Pacific bluff, 371 Pacific seawall, 521 Pacific sea cave, 403 Pacific seawall, 505 Pacific privacy, 525 Pacific sea cave, 533 Pacific bluff, 815/819 Seabright Ln. project/violations, Surfsong seawall, Seascape Sur sea caves, Las Brisas seawall, Stevens Ave.-West Self Storage, 521 Pacific bluff erosion)

View Assessment matters corresp. 1992-2007 (262 N. Rios, 535 S. Granados, 701 N. Granados, 530 Mar Vista Dr.)

Boundary Adjustments: 400 block Marview 1985-1986, 233/239 La Barranca Dr. 1997

Loma Del Cielo West HOA re. landscape district on Lomas Santa Fe 1997

"Seawall, Sea cliffs, Beachrock: What Beach Effects" by Robert L. Wiegel, Professor Emeritus, UC Berkeley 2001

Disposal of Surplus Property 2000-2007 (7 years after audit)

Hillside Overlay Zone (723 Barbara Ave., 130 S. Granados, 3:1 Subdivision Design vs. General Plan, Clean Water Tech) 2002-2007

Mansionization (Residential): Community Character Draft Report, Ordinance 349 corresp. 2005-2006

Cedros Ave. Special Commercial: Community Character Draft Report and corresp. 2005-2006

Appeal – Auto Detailing, Lomas Santa Fe 2001

Housing Element, Mansionization 1991-2006

Housing Element 2000-2005

Local Coastal Plan/Land Use Plan, Finding 5, Local Coastal Program Draft 1987-2007

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	6-8-21 Date
Department Head <u>Greg Wade</u>	Signature: _____	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: _____	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: _____	_____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW

GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

**CITY MANAGER DEPT RECORDS**

Correspondence – Routine (Administrative, Reports, **Working Files**) (2-years)

- Park Del Mar HOA CUP 2001
- View Protection/Vegetation 2001-2005
- View Preservation 1990-1994
- Sign Enforcement 1987-1994
- View Protection – SDGE poles 2004
- Neighborhood Preservation 1989-1992
- Short Term Tenancy/Vacation Rentals 2000-2003
- Views/Vegetation and Complaints 1987-2007
- Coastal Corridor Study 1987-1989
- Conversion of Apts. to Condos 1992
- Condo Hotel 2006-2007
- Heritage Tree Program 1987
- Rim of Holmwood Canyon Setbacks 1987-2003
- Coastal Bluff Consultant 1988
- Coastal Bluff/ Abandonment 1987-1992
- Standard Condition Re. Residential Housing Developments 1986
- Standard Agreements for Environmental Review 1986-1987
- Shoreline & Coastal Bluff Management Strategies EIR 2002
- General Plan corresp. 1986-1990
- Conflict of Interest Laws/Investigation 1989-2003
- Seawall/Seacave Repairs 2003
- Bluff Setbacks/Ord. 18 1988
- Satellite Dish Antenna 1986-2006
- Scenic View Protection ordinance amendment 1988-1990
- Affordability Housing Density Bonus (Sillstrop) 1999-2001
- Housing Info/Element 1991-2007
- Redevelopment/Non-Profit Housing Developer 1999
- Redevelopment Taxing Agency Negotiations 1989-1999
- Feasibility Study for Redevelopment Project 2003-2004

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature:	6-8-21 Date
Department Head <u>Greg Wade</u>	Signature:	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature:	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature:	Date

## LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW

GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

### CITY MANAGER DEPT RECORDS

Correspondence – Routine (Administrative, Reports, Working Files) (2 years)

- Sign Abatement 1990-1999
- Banners 1988-2002
- City Hall Sign, Corporate Centre I on Stevens 1987-1988
- Public Works corresp. 2001-2003
- San Dieguito Lagoon 2002
- Solana Beach Plaza 1990-1999
- San Dieguito Park 1987-2006
- Public Facilities Corporation/Grounds 1989-1990
- Solana Beach & Tennis Club 2001
- Meeting Adjournment Memorials 1998-1999
- Tide Beach 1987-2003
- Future Maintenance Facility 1991-1992
- Cardiff State Beach Parking Lot 1986-1994
- Linear Park 2000-2005
- Ocean St. View Access 1990
- Council Chambers Use Policy 1990-2001
- City Hall Showers 2006
- City Hall Improvements: Dais, Sign, Lunchroom 2002-2006
- La Colonia Park Community Center Info 1986-2007
- La Colonia Park Operations/Caretaker 1991-2007
- La Colonia Park – Skateboards 1991-2004
- La Colonia Park – Playground Equipment/Audit wrg file 1988-2001
- Property Acquisition north of La Colonia Park/Trees at 700 Stevens 1989-2007
- Skating, Skateboarding, Bicycling Ord. 1995
- City Manager Recruitment info 2002
- Fletcher Cove, Beach Maintenance, Playground Equipment, Restrooms 1989-2004
- Fletcher Cove Community Center 2000-2007
- Fletcher Cove Master Plan 1997-2007
- Fletcher Cove Community Center Plaster Plan 1988-1994
- Regional Open Space 1993-1995
- Surfrider Foundation newsletters, articles info 1990
- Surfrider Foundation re. sea walls 2002-2003
- City Beach & Park list 1993
- San Elijo Lagoon corresp. 1993-1999
- Beach Bluff Erosion corresp. 2000-2003
- Bluff Issues legal precedence 1971-2004
- Beach Erosion/Sand Replenishment corresp/wkg file 1998-2007

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	6-10-21 Date
Department Head <u>Greg Wade</u>	Signature: 	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: _____	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: 	_____ Date

# LIST OF RECORDS TO BE DESTROYED

**The records listed below are scheduled to be destroyed, as indicated on:**

List reference pages of Retention Schedule Sections/Pages CW

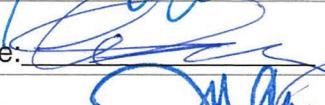
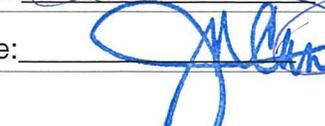
GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

Correspondence – Routine (Administrative, Reports, Working Files) (2-years)

- Beach Bluff: Coast Updates, corresp., emails, Sec. 227, articles, Surfsong 1994-2003
- Beach Replenishment 2001-2005
- Comprehensive Shoreline Strategy 2003-2007
- Beach Erosion Letters to Legislators 2000-2007
- U.S. Army Corps of Engineers Encinitas-Solana Beach Sand Retention & Bluff Erosion 2000-2007
- Bluff/Cliff Erosion/Sea caves 1987-2000 (Scism, Turfwood, Casparian (Lagoon), Blackburn)
- Beach – Seascape Surf shower-footbath 1993
- Beach Sand Donations 1998
- Beach Replenishment 1994-2007
- Wetlands Restoration 1991-2001
- Beach Access/Viewpoint 1990-1994
- Regional Government Efficiency Commission 2001
- Bluff Newspaper Clippings 2002-2007
- Habitat Management Plan 2000-2002
- Nardo Avenue Open Space, Santa Fe Irrigation District Property 1988
- Geological Hazard Abatement Dist. (GHAD) 2002
- San Elijo Lagoon Conservancy 2004
- Library/Media Center, Prop. L 1998
- Building Permit corresp. 1987-2002
- Encroachment Permit corresp. 1993-2004
- Building Generally – Building America; Bulk, Scale & Size of Buildings, Grading 1989-2006
- Building Permit Extensions corresp. 1993-2003
- ESI Consultants engineering 1992
- Engineering Dept. Administration/Updates 1987-2007
- HDL Revenue Management Consulting 1995-1996
- Safe Routes to School Committee 1993-2000
- Trees/Shrubs (La Mer Complex, Loma Corta, Gobar) 1992-2001
- Street Complaints/Corresp 1988-2003
- Sun Sculpture, Solana Beach Plaza 1988-1991
- Bicycle Trail/Lanes 1986-1995
- Capital Street Projects 1993
- Eden Gardens Master Streetscape Plan 1995

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: 	6-14-21 Date
Department Head <u>Greg Wade</u>	Signature: 	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: 	 Date

## LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages   CW  

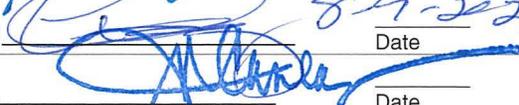
GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

### CITY MANAGER DEPT RECORDS

Correspondence – Routine (Administrative, Reports, Working Files) (2 years)

- Highway 101: Light Poles 1997, Bicycle Lane 1992, Coastal Business Corridor Development Regulations Policy (Encinitas) 1987, Height Limitation 2000, Landscape Plan 2006
- Village Walk 101 1993-2007
- Highway 101 Improvements/Sidewalk Repairs/Specific Plan 1988-2007
- Highway 101 Specific Plan 1987-2003
- New City America 1999-2000
- Railroad Right-of-Way Maintenance 1987-1991
- Landscape Maintenance 1989-2002
- Right-of-Way Standards 1985-1986
- Resurfacing Work by V.R. Dennis Co. 1992
- Landscaping Proposals 1987-2007
- Santa Helena Median 1990-1993
- Lomas Santa Fe Median/Traffic 1987-1992
- Tree Removal Request Viva Ct. 2001
- Street Pedestrian Access (Rosa & Cliff Bridges)/Cliff St. 1998-2007
- Streets - Sidewalks, Curbs, Gutters, Drives, Ramps, Guard Rail, News Rack 1987-2007
- Streets – Avocado Place/Assessment Dist. 1987
- Erosion – Streets 1992-1993
- Cedros Ave. 1987-2004
- South Sierra Ave. Assessment Dist. 1991
- Stevens Ave. 1990-2005
- Via de la Valle 1987-2006
- Del Mar Streets in Solana Beach (undated)
- Street Closures – Temporary (4<sup>th</sup> of July) 1999-2002
- Cliff St. Permanent Closure 2005
- Street Lighting 1987-2005
- Street Lighting Isla Verde/Community Service 1988-1989
- Street Clean Up Acacia & Sierra 2000-2006
- Lomas Santa Fe/I-5 Improvements/Fairgrounds Exit 1986-2004
- Lomas Santa Fe Parking/Signage 1992-2005
- NardoStevens Intersection 1992-2002
- Repainting Red Zones 1989-1992
- Vera Street Improvements 1992-1994
- Highway 56 1990-1991
- Highway 76 1991
- Interstate 5: 1988-2004; Auxiliary Lanes 1991-2007; Widening Del Mar Heights Rd. to Vandergriff/Harbor 2001-2005; Sound Wall 1991-1993; Ramp Metering at Lomas Santa Fe and Via de la Valle 1990-1991; Cable Barrier Upgrade 1991
- SA-680, 1990
- North County Transit Dist. Commuter Rail – Jeff Rowland 1994-2001

Records Prepared / Inventoried By: <u>  A Kay Vinson  </u>	Signature: _____	6-15-21 Date
Department Head <u>  Greg Wade  </u>	Signature: 	8-2-21 Date
City Clerk/Custodian of Records <u>  Angela Ivey  </u>	Signature: 	8-9-2021 Date
City Attorney <u>  Johanna Canlas  </u>	Signature: _____	_____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW

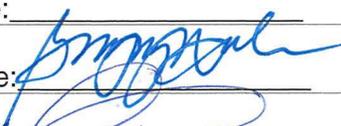
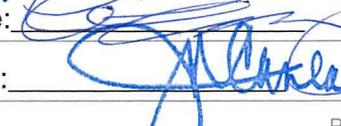
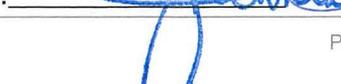
GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

### Correspondence – Routine (Administrative, Reports, Working Files)

- Transportation (Caltrans Stakeholder Info 2006, Agency Update 2004, Taxi Voucher 2001-2005)
- Transportation Management Association 1990-1991
- Bus: Benches, Loading, Shelters, Lifeline Transportation, Trolley, Double-Decker 1987-2001
- North County Transit Dist. 1986-1988
- Employee Transportation Incentives (SANDAG, Air Pollution Control Dist.) 1990-1991
- Traffic Congestion/Traffic Safety Evaluation 1987-2003
- Van Pool Vehicle Acquisition Program (Caltrans) 1990
- AMTRACK Rail 5-Year Plan 2000-2002
- High Speed Rail Reference Info 2001-2002
- Commuter Rail: General, Opposition to Lomas Santa Fe/Train Station 1988-1998
- Encinitas Rail Underground 2001
- Atchison, Topeka & Santa Fe Railroad corresp. 1986-1991
- Coaster Rail Trail corresp. 1999-2007
- Grade Separation Commuter Rail Station 1989-1997
- Commuter Rail EIR corresp. 1989-1991
- Commuter Rail Development Agreement (Tom Hollander) corresp. 1990
- Commuter Rail Feeder Service 1994
- Oceanside-San Diego Commuter Rail Study Draft Task 6 Report prepared for SANDAG 1989
- National Passenger Rail System 2001
- Del Mar Rail Station/Platform 1989-1994
- Transportation Emergencies 1990-1991

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: 	Date <u>6-15-21</u>
Department Head <u>Greg Wade</u>	Signature: 	Date <u>8-2-21</u>
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	Date <u>8-9-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date _____

## LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages   CW  

GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

### CITY MANAGER DEPT RECORDS

- Correspondence – Routine (Administrative, Reports, Working Files)  
 San Dieguito Transportation Cooperative – Land for Bus Facility 2001  
 San Diego Regional Energy Office, SANDAG TransNet 2000  
 Metropolitan Transit Development Board re. Rail Transit Stations 1990  
 Sprinter, North County Transit Dist. 2003  
 Rail Safety/Accidents 1990-1995  
 Rail Station Project Management Team 1990-1993  
 SD Regional Transportation Authority 2002  
 Klugherz Restaurant Conversion/Expansion/Parking Lot 1999- 2006  
 Flood Control Matters 1987 & 2006  
 Solana Beach Sewer Rehabilitation 1987  
 Storm Drain Issues 1987-2002  
 Storm Water Committee 2001  
 Traffic Issues Generally/Speed Bumps/Safety/Speed Surveys 1986-2006  
 Red-light Cameras (Reflex) 2003-2007  
 Speed Limits on Streets/Stop Signs 1989-2003  
 Peak Traffic Management Study by North County Mayor's Council Technical Advisory Group 1987-1988  
 Traffic Studies/Traffic Control Devices/Services/CA Traffic Records System Report 1986-1993  
 Directional Street Signs 1988-1994  
 Fuel Efficient Traffic Signal Management (FETSIM) Program 1990-1991  
 Street Parking Info/Enforcement/Del Mar Parking Meters/Off-Street Parking/Regulations 1987-2001  
 Abandoned Vehicles 1991-1995  
 Off-Street Parking/Leased Parking Spaces 1987-1999  
 Train Station Parking Lot (Broadmoor Beach Developers) 2000-2002  
 Parking Structure/Lots 1999-2005  
 North Coast Repertory Theater 2000-2007  
 Tree of Life Public Art La Colonia 2002  
 SD County Sheriff Museum & Education Center, San Diego Old Town 2001  
 St. James Catholic Church 2001-2007  
 San Dieguito Union H.S. 1995-2006  
 Santa Fe Christian School 2001-2007  
 Schools Generally, Playground Equipment 2000-2006  
 Sporting Activities 1988-2000  
 Neighborhood Block Parties 2001-2003  
 Special Events: Rosa Street Bridge Groundbreaking 2004, City Booth at Del Mar Fair 2004, Bike Ride 1990  
 Farmers Market Revenue, Insurance Certificate 1997-2007 (retention 7 years after audit)  
 Fiesta Del Sol Event 2002-2007

Records Prepared / Inventoried By: <u>  A Kay Vinson  </u>	Signature: _____	Date: <u>  6-17-21  </u>
Department Head <u>  Greg Wade  </u>	Signature: _____	Date: <u>  8-2-21  </u>
City Clerk/Custodian of Records <u>  Angela Ivey  </u>	Signature: _____	Date: <u>  8-9-2021  </u>
City Attorney <u>  Johanna Canlas  </u>	Signature: _____	Date: _____

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW, ADMIN-PER

GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

### Correspondence – Routine (Administrative, Reports, City Manager Working Files)

- San Diego County Fair City Booth 2002-2006
- Holiday Tree Lighting 2001-2004
- Solana Beach Little League Champs 2007
- Special Events: Veterans Day, Memorial Day, Family Sports Night, Coast Rail Archway, Movie Night, Spring Egg Hunt 2001-2006
- Antennas/Cell Phone Towers/Satellite Communications 1995- 2006
- Next G Broadcasting Council Meetings 2006-2007
- SDGE Underground Utilities, Transformer Upgrade, Merger of So Cal Edison, So Cal Gas Co. 1989-2000
- Cabrillo Power, Jetty at Agua Hedionda Lagoon 2000-2001
- Rainbow Valley Transmission Line 2002-2003
- Pacific Utility Undergrounding/Rule 20, 1991-2007
- Barbara-Granados Utility Undergrounding 2005-2006
- Underground Utility Districts: Glencrest 2002; North Coastal 1992-1994; Cedros 1986-1987; Highway 101, 1986-1987; Underground Utility Issues 770 N. Granados 2007
- Municipal Improvement District-Hawkins 2003
- Energy Commission of Solana Beach (ECOS) Citizens Group 2001
- Distillery Parking Structure 2004
- Solid Waste Rate Increase, Ownership Change, Administration 1991-2007
- Browning-Ferris Industries (BFI) 1988-1991

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	6-21-21 Date
Department Head <u>Greg Wade</u>	Signature: _____	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: _____	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: _____	Date

## LIST OF RECORDS TO BE DESTROYED

**The records listed below are scheduled to be destroyed, as indicated on:**

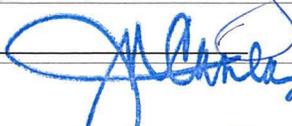
List reference pages of Retention Schedule Sections/Pages CW, Admin-Personnel, City Wide, Finance  
GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

### CITY MANAGER DEPT RECORDS

Correspondence – Routine (Administrative, Reports, Working Files)

- Sanitation, General Info & Corresp., 1986-2007
- Solid Waste Regional Conf. 1992
- North County Solid Waste JPA 1991
- Solid Waste/Recycling Service Proposal Admin. 1992
- San Marcos Landfill 1990-1992
- Solid Waste Management Plan 1986-1989
- Recycling: General corresp., mandates, fees, bottle bill, NPDES, reclaimed water 1988-2007
- Recycling: Yard Waste/Cardboard, Christmas trees 1989-2000
- Recycling: Recycling Strategy Comm., Solana Recyclers 1987- 1990
- CA Integrated Waste Mgmt./CA Regional Water Quality Control Bd. 2002-2007
- SB Sanitation District Merger with Solana Beach 1989-1990
- San Elijo JPA, Management Services 1987-2007
- San Elijo JPA Recycled Water Optimization and Expansion Study prepared by PBSJ 2004
- Encina Water Pollution Control Facility sludge disposal 1987
- San Elijo JPA Consultant Services 1992 (Completion + 10 years)
- San Elijo JPA Contract Management Services 1987-1989
- San Elijo JPA, Transition of JPA Manager 2002
- San Elijo JPA Management and Operating Systems Study 1992-1994 (10 years)
- SB Sanitation District: Billings; Compensation, Pumping Facilities Preliminary Cost Estimate, Sewer Committee 1986-1991
- Sewer Connections corresp. 1988-1992

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	6-21-21 Date
Department Head <u>Greg Wade</u>	Signature: 	8-2-21 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: 	_____ Date

# LIST OF RECORDS TO BE DESTROYED

**The records listed below are scheduled to be destroyed, as indicated on:**

List reference pages of Retention Schedule Sections/Pages CW, City Wide, Admin-Personnel / Human Resources

GC §34090, CCP §338, 29 CFR 1602 et. seq. & 1627.3(a)(5) and (6), and 1627.3(b)(iv), 8 CCR §11040.7( c), GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

Correspondence – Routine (Administrative, Reports, Working Files) (2-years)

- Sewer Line Maintenance, Sewer Charges 1989-2004
- Sewer Line Testing, Metering 1988
- Sewer Connection Fees, Requests 1986-2007
- Beachwalk Sewer Fees 1991-2001
- Sewer Charges 1987-2007
- Sewer vs Septic Policy Discussion 1988-1990
- North County Sewage Solids Management 1986-1988
- Sewer Treatment Alternative Analysis by Del Mar 1993
- Storm Water Permit Order 95-76, 1995
- Water: General 2000-2006; Pamo Dam 1986; Metropolitan Water Dist. 1988-2001; Olivehain Municipal Water Dist. 1991
- Shoreline Policy 2003-2004

## HR DEPT RECORDS

Employee Recruitment - Selection Materials & Testing

- Network Systems Engineer – July 2005: Applications, Test, Interview Questions, Recruitment Schedule
- Principal Planner – Nov. 2003: Applications, Corresp., Exam, Interview Questions

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	6-22-21 Date
Greg Wade	Signature: _____	8-221
Department Head <u>Pouneh Sammak</u>	Signature: _____	8-9-2021 Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: _____	8-9-2021 Date
City Attorney <u>Johanna Canlas</u>	Signature: _____	Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

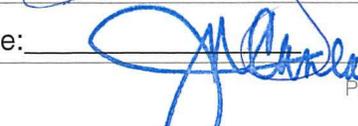
List reference pages of Retention Schedule Sections/Pages CW, City Wide

GC §§34090, CCP §§ 337 et seq.; GC §§ 945, 34090.6, 68150; PC §832.5

Documents Below Have Been Reviewed and Approved For Destruction:

**CITY MANAGER DEPT RECORDS (Working Files)**

- San Elijo Joint Powers Authority: Attendance Records, Board Meeting Dates, Corresp./Invoices 2005-2016
- Correspondence – Routine, SANDAG, Literacy Council, San Dieguito School District, SDG&E (Administrative, Reports, Invoices/POs, Non-Election Petition corresp. 2008 Working Files) 2008-2017 (2 years)
- Animal Control: Services Activity Reports, Billing, Corresp. 2012-2016
- San Dieguito River Park JPA: Member Agency Assessments, Board Meeting Schedules, Audit Reports, Budgets, Coastal Permit, Corresp. 1999-2015
- San Diego County: Citizens Option for Public Safety (COPS) Payments, Next Generation Regional Communications Amendment, Assessed Values for City/Parcel Listing, Cal-ID Program Billing, Supervisor Appointment to Redevelopment Agency Successor Agency Oversight Board 2008-2017
- Sheriff: Corresp./Forms, Citizen's Academy Schedule, Invoices, Citizens Law Enforcement Review Board 2006-2015
- Time Warner Cable Payments and changing developments, Corresp. 2009-2016
- Army Corps of Engineers Corresp. 2008-2013
- Views & Vegetation: Opinion Survey 2004 and Corresp. 2004-2008
- Volunteer Waivers (Presbyterian) 2013
- Alliance for Regional Shelter Solutions 2015
- Waste Management 2009-2016
- Surfrider Settlement corresp. 2007
- Conflict of Interest Allegation 362 N. Sierra Ave. corresp. 2007
- Litigation corresp. 2006-2009
- Project Correspondence: 417-423 Pacific CUP 2007-2008, 311-319 Pacific Ave. CUP 2007, 616-624 Barbara SDP/DRP 2009, Midori Ct. 2002-2007, Mixed-Use Train Station (Cedros Crossing) 2007
- View Assessment Ord. working file 2008
- CIP: Hwy. 101, Sewer, DM Shores Staircase working file 2009
- USACOE: Solana Beach-Encinitas Project info/corresp. 2008-2009, Municipal Wastewater System Upgrade Project Finance Plan & corresp. 2008, Assemblymember Garrick corresp. 2009
- 201 S. Highway 101 Extension Request 2009
- Legal actions: Contasti DRP 2007; Hermsen 101 Brookdale Pl. Settlement Agr. 2009; Howard Jarvis Taxpayers 2006; Burns/Matchinske Seawall, 417 & 423 Pacific 2007; Brechtel (Nicholas), TPM 17-06-02 Subdivide/General Plan 2007 (settle + 10 years)
- Kettering-Davis Project 823 Vera St. 2009
- Cell Phone Towers Standards 2006
- AT&T U-Verse corresp. 2009-2015
- Business Liaison Council Standing Committee: Agenda, Corresp. Staff Reports 2003-2014
- City Manager Monthly Meetings 1998-2013
- City/County Managers Meetings 2006-2016
- CSA-17 Advisory Committee Meetings 2007-2015
- CA Contract Cities Assn. 2007-2008
- CA State Parks & Caltrans corresp. 2007
- CLETAC 2009-2012
- Callison Professional Design Services 2007 (7 years after audit)
- California City Mgmt. Assn. 2009-2013
- Cox Communications: franchise fee report, rate increases, corresp. 1999-2015
- California Coastal Coalition/California Coastal Commission notices/corresp. 2008-2014
- CA Integrated Waste Management Board 2007-2008
- CA Coast Keeper 2006-2008

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: 	Date: <u>7-6-21</u>
Department Head <u>Greg Wade</u>	Signature: 	Date: <u>8-2-21</u>
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	Date: <u>8-9-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date: _____

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW

GC §34090

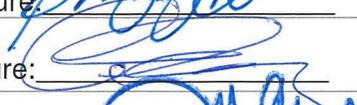
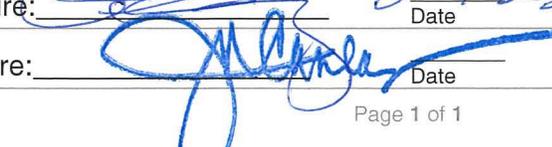
Documents Below Have Been Reviewed and Approved For Destruction:

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## CITY MANAGER DEPT RECORDS

### Working Files

- General Corresp., invoices, working file 2001-2013
- Del Mar Fairgrounds: Storage agreement, State Racetrack Leasing Comm. Agendas, 22<sup>nd</sup> Ag. Dist. Mtg. Notices, corresp, Notice of Prep. EIR 2008 Master Plan 2008-2015
- City of Del Mar corresp. 2008
- EDCO corresp. Re. NPDES fees 2009-2014
- Environmental Sustainability Ad-Hoc mtg. agendas 2009-2012; Fiscal Sustainability Ad-Hoc corresp. 2011; Fletcher Cove Ad-Hoc agendas, corresp. 2009-2011; Hwy 101 Standing Comm. agendas, corresp., draft scope of services traffic calming 2010-2015; I-5 Const. Comm. Agenda, 2011
- Fiesta Del Sol booth schedule, corresp. 2014-2015
- Furman Group-Govt. Relations Services invoices & corresp. 2008
- General Plan training program schedule 2011
- H. Meyerhoff environmental consulting invoices/corresp.2008
- Peter House permit software PO, invoices, corresp.2007-2008
- Prof. Assns.: ICMA; CA City Mgmt. Assn.; CA Contract Cities Assn.; Fire Chief's Assn.; American Shore & Beach Pres. Assn.; Women In Transportation; Municipal Mgmt. Assn. membership, training, corresp. 2007-2015
- Veterans Memorial La Colonia park corresp. 2013
- Friends of the Library corresp. 2013-2015
- League of CA Cities Policy Comm., expense docs, Division mtgs., Exec, Comm., corresp. 2008-2016
- LAFCO:, Budget info, City Selection Agendas 2008-2015, Sphere-of-Influence Questionnaires
- Marlowe & Co. federal advocacy PO, invoices, corresp. 2007-2015
- North County Transit Dist. Transit Station Parking Study 7-2010, Meetings, corresp. 2008-2015
- North Co. Dispatch JPA meeting dates, corresp. 2010-2016
- Council corresp. from residents and agencies 2004-2015
- Federal Advocacy handouts: Hwy. 101 Revitalization Project, La Colonia Park Improvements, Bluff Failures, Sanitary Sewer Master Plan and expenses 2010 trip
- Santa Fe Christian Schools Master Plan by HMC Architects & Kimley-Horn and Assoc. CUP v Master Plan comparison 1999
- Community Dev./Planning: Request for Project Comments, corresp. 2005
- Affordable Housing Info, Mello Act, Site Analysis, Inclusionary Housing, Coastal Zone Housing 1999-2000
- Seawall corresp. 2000
- Lexis Nexis invoices, corresp. 2005
- Contract Law Enforcement TAC: Cost Model, agendas, Law Enforce. Contract Analysis by Management Partners 2006-2010

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	Date: <u>7-7-21</u>
Department Head <u>Greg Wade</u>	Signature: 	Date: <u>8-2-21</u>
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	Date: <u>8-9-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date: _____

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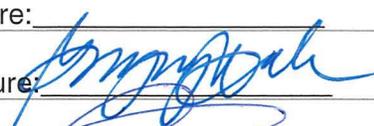
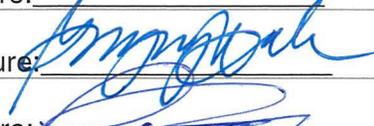
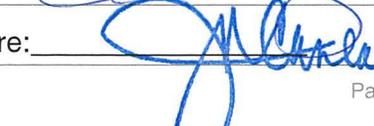
GC §34090, CCP §§337, 343, 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

### City Manager Working Files

- Landscape Ordinance draft/notes undated
- SANDAG Annual Report Regional Beach Monitoring Program 2009
- Perl Property Municipal Court Case copies (memos, drafts, corresp.) 1994-2000
- PERS Pension Reform: Misc. & Safety Plans Tier Alternatives Valuation, CalPERS Actuarial, SD Taxpayers Assn. 2008-2010
- SB Redevelopment Agency Annual Report and corresp. 2006-2007
- Surfrider Settlement working papers, notes 2006-2007
- Del Mar / Solana Beach / Fairgrounds Wireless Proposal 2007
- Fire Dept.: Wildland Urban Interface Code brochure, staffing/salary tables, budget info., wireless, org. chart, North Zone Fire Effectiveness & Regionalization Study-Opportunities for Cooperative Effort (10 years) 2005-2007
- Fiesta Del Sol: Special Use Permits (10 years), cost est., after reviews, event flyers, corresp. 1992-2004
- Emergency Operations Center: training, info, directory, maps, corresp. working file 2004-2007
- CERT info: newsletters, training, budget, mtgs., corresp. 2006-2007
- Information Technology info 2008
- GIS info 2005-2008
- SB Civic & Historical Society Achievements 1953-2007
- Printing business cards, etc. 2000-2008
- Santa Fe Hills Dev. Neighborhood Traffic Mgmt. Study, corresp. 2007-2008
- I-5/Lomas Santa Fe Dr. Widening: Architectural Treatment Samples, corresp. 2001-2007
- Data Ticket Billings 2004-2009 (7 years after audit)
- Parking Tickets, Data Ticket, corresp. 1987-1993
- SB Foundation for Learning undated
- Train Station Mixed Use Project 2007-2008
- Marsolan Underground Utility Dist. Draft engineer's report, map, photos 2007-2008
- Calendars/Meeting Schedules 2007-2009
- C. Mgr. Dept./City Council Meeting/training travel expenses 2007-2009
- Proclamation/Memoriam copies 2008-2015

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: 	Date: <u>7-8-21</u>
Department Head <u>Greg Wade</u>	Signature: 	Date: <u>8-2-21</u>
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	Date: <u>8-5-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date: <u></u>

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW

GC §34090

Documents Below Have Been Reviewed and Approved For Destruction:

## CITY MANAGER DEPT RECORDS

### City Manager Working Files

- General Correspondence/Working File 2006-2013
- Leave Requests (7 years after audit) 2011-2012
- City Manager received correspondence: Chamber of Commerce ¼ reports, market research, SANDAG questionnaire, Regional Solid Waste Assn. agenda, auditors' report, Encinitas-Solana Beach Shoreline Feasibility Study by USACOE, Sheriff Station Annual Report 2004-2010
- City Manager outgoing correspondence 2007-2015
- Lomas Santa Fe Plaza Lifestyles Project 2009
- LAFCO's agenda reports 2008
- Internet Crimes Focus Meetings corresp. 2010-2014
- Proclamations/Recognitions 2009-2010
- Fletcher Cove/La Colonia: N. Co. Mayors & Managers Mtg. Re. Development & Parks, CPRS Awards Banquet, 8 Photos, Comments re. LaColonia Park, Gull Sculpture Comments 2008
- Council Corresp. 2004-2014

Records Prepared / Inventoried By: <u>A Kay Vinson</u>	Signature: _____	<u>7-12-21</u> Date
Department Head <u>Greg Wade</u>	Signature: _____	<u>8-2-21</u> Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: _____	<u>8-9-2021</u> Date
City Attorney <u>Johanna Canlas</u>	Signature: _____	_____ Date



# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages CW4, CW5, CC1, CC4, CC5, CC3, CC6, F/MS3, F/MS7

City Clerk – Legal Info, Code Section: GC §§34090, CCP 337, G.C. 81009(e), GC 911.2, E.C. 17100

Documents Below Have Been Reviewed and Approved For Destruction:

## City Clerk Files

### Bankruptcy Notices

Notice of Default Trustee Sale - Feb 2014

Bankruptcy Notices - April 2010 through July 2015

### Working Files and Correspondence

Video Programming – Working File and Correspondence – 1999-2002

Staff Subpeona – 2012

Municipal Improvement District – Working File and Correspondence – 1986-1997

Correspondence - 1988, 1989, 1993, 1994, 1995, 1998, 2000, 2017

3½" floppy disc with Action Agenda and Affidavit of Postings – 1997-1998

Agenda Meeting Requests, expired, 1998

Ordinance Notification Request, ATT, 2001

Presentations – 1998

Oral Communications – 1998

Marine Safety Department overview 1996

### Affidavits of Publication 1992-2011

### Election, General, Administration, and Working Files, 1990-2004

Candidate packet tracking, candidate forms

### FPPC – Campaign Forms

Mark Kersey, Council candidate, Form 501, 2004

Citizens for North County Coastal Cities (Beach and Bluff Conservancy), 2004

### FPPC – Statements of Economic Interest (Form 700)

Anne Rizzo-Clark, Commissioner, 2004-2006

Kimberly Robichaud-Spandau, Commissioner, 2003-2004

Mark Kersey, Commissioner, 2003-2005

David Roberts, Committee Member, 2002-2005

Lori Rosentein, Principal Planner, 2004

Dave Holmerud, Deputy Fire Chief, Form 703 & 700, 1988-2004

### Citizen Commission Orientation/Correspondence/Draft Notices, 1999-2001

### City Clerk Litigation files – settled/dismissed, 1986-2006

### Nomination Papers (Successful (1992-2006) and Unsuccessful Candidates (2004-2006))

Records Prepared / Inventoried By: Kay Vinson Signature: \_\_\_\_\_ Date: 4-13-21

Department Head Angela Ivey, City Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk/Custodian of Records Angela Ivey, City Clerk Signature: \_\_\_\_\_ Date: 8-6-2021

City Attorney Johanna Canlas, City Attorney Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages AD/HR, City-Wide

City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b)(ii) (iv), GC §§12946, 8 CCR §3204(d)(1) et seq.  
29 CFR 1602.31 & 1627.3(b)(ii)

Documents Below Have Been Reviewed and Approved For Destruction:

Human Resources

Employee Recruitment - Selection Materials & Testing (3 years)

- Finance Director: Applications, Interview Questions, Corresp. 2005
- Maintenance Worker I Temp: Application 2005
- Temporary Management Assistant-City Clerk: Applications, Interview Questions, Corresp. 2011
- Code Compliance Assistant: Application 2014
- Maintenance Worker I or II: Application 2014
- Parking Control Officer: Applications, Screening Criteria, Corresp. 1996-1997
- Fire Captain: Corresp. 1989

Personnel Files (Separation + 5 Years)

Dismal Abelman 2009	Patricia Lala (contract employee) 1988	
Raymond Renteria DOS 6-30-00	Andrew Schouten 2005	<u>Vaida Kulesiute 2008</u>

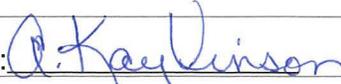
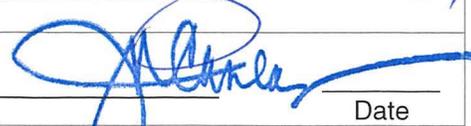
Miscellaneous Employee Association Correspondence 1992-1996 (superseded + 10 years)

Departmental Unofficial Employee Files

Workers Compensation Claims (Close/Settlement + 30 years)

City Manager (Finance/Public Safety/Code/Community Dev./Eng.) working files

- Sales Tax Quarterly Reports 1<sup>st</sup> ¼ 2009 info, 3<sup>rd</sup> ¼ 2009 – 4<sup>th</sup> ¼ 2010 (7 Years After Audit)
- Financial Information Working File (Business Tax Classification & Tax Rate Structure Report 2009; Tiered/Fixed Fee Tiered Business Tax Formulas 2008-2010; Expenditure Status Report 2010; Finance Status Reports 2009-2011; Redlight Revenue/Incidents 2008-2009 (2 years)
- Public Safety Services-Helping Local Governments Achieve Measurable Results 2009 (10 years)
- IT Information 2008-2011 (2 years)
- Regulatory Permit Application Form Updates 2009 (2 years)
- Proposals for Affordable Housing 2009 (Completion + 10 Years)
- Proposal for Building Services, EsGil Corp. 2009 (Completion + 10 Years)
- Solar Financing District Information 2009 (2 Year)
- Fletcher Cove Community Center working file 2009 (2 years).
- Visitor Information Center info 2009-2010(2 years)
- Vets Memorial working file 2005-2006 (2 years)
- Correspondence/Working File: (Code Enforcement 2009-2010, Bankruptcy Notice 2009, Multifamily Fee Survey 2009) (2 years)
- Seawall Tide Beach Corresp. (2 years)
- Public Contract Law & Dispute Management Seminar 2002 (2 years)

Records Prepared / Inventoried By: <u>   Kay Vinson   </u>	Signature: <u></u> 8-3-21
Department Head <u>   Pouneh Sammak   </u> <u>   Gregory Wade   </u>	Signature: <u></u> <u>8/9/2021</u> Signature: <u></u> <u>8-9-2021</u>
City Clerk/Custodian of Records <u>   Angela Ivey   </u>	Signature: <u></u> <u>8-9-2021</u>
City Attorney <u>   Johanna Canlas   </u>	Signature: <u></u> _____ Date

# LIST OF RECORDS TO BE DESTROYED

The records listed below are scheduled to be destroyed, as indicated on:

List reference pages of Retention Schedule Sections/Pages AD/HR

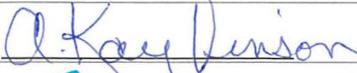
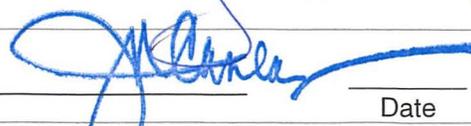
City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b)(ii) (iv), GC §§12946, 8 CCR §3204(d)(1) et seq.  
29 CFR 1602.31 & 1627.3(b)(ii)

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

### Employee Recruitment - Selection Materials & Testing (3 years)

- Deputy City Manager: Applications, Oral Interview, Corresp. 2007
- Principal Planner: Applications, Oral Interviews 2004
- Finance Manager: Applications, Oral Interviews Corresp. 2005
- Parttime Admin. Asst. – City Clerk: Applications 2007
- Temporary Maintenance Worker: Applications, Corresp. 2006
- Principal Planner: Applications, Oral Interview, Corresp. 2011
- Admin. Asst. II & III: Applications, Oral Interview, Corresp. 2014
- Code Compliance Officer: Applications, Oral Interview, Written Test 2015
- Recreation Leader: Applications, Oral Interviews, Corresp. 2010
- Accountant: Applications, Oral Interview, Corresp. 2013
- Fire Captain Test: Exams, Corresp. 2007

Records Prepared / Inventoried By: <u>Kay Vinson</u>	Signature: 	8-5-21
Department Head <u>Pouneh Sammak</u>	Signature: 	<u>8/9/2021</u> Date
City Clerk/Custodian of Records <u>Angela Ivey</u>	Signature: 	<u>8-9-2021</u>
City Attorney <u>Johanna Canlas</u>	Signature: 	Date

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29 CFR 1602.31 & 1627.3(b)(ii)

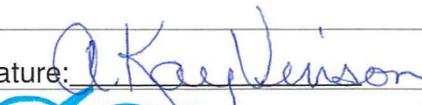
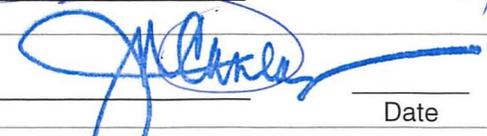
Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

Fingerprint Results (CERT Volunteer, Seasonal, Regulatory Permittees, Employees) 2008 – 2015 (Termination + 2 years)  
DOJ Notification of "No Longer Interested" 2003-2018 (Termination + 2 years)  
Employee Benefits Working File 2013-2015 (Plan Term + 5 years)  
Employee Physicals/Drug Testing 2010- 2015 (5 years)  
Employee Survey 2002 (2 years)  
HR Budget Working File 2010-2016 (2 years)  
HR Working File: Lifeguard Salary Comparison 2013; Public Safety Personnel Certification 2013 (2 years)

## Employee Recruitment - Selection Materials & Testing (3 years)

- Lifeguard: Applications, Oral Interview, Corresp. 2009
- Building Official: Applications, Oral Interview, Recruitment Interest cards, other City recruitments, Corresp. 2008

Records Prepared / Inventoried By: <u> Kay Vinson </u>	Signature: 	8-9-21
Department Head <u> Pouneh Sammak </u>	Signature: 	<u> 8/9/2021 </u> Date
City Clerk/Custodian of Records <u> Angela Ivey </u>	Signature: 	<u> 8-9-2021 </u> Date
City Attorney <u> Johanna Canlas </u>	Signature: 	_____ Date

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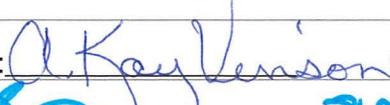
Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

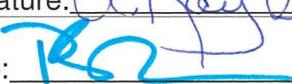
### Employee Recruitment - Selection Materials & Testing (3 years)

- Lifeguard: Applications, Oral Interview, Corresp. 2011
- Administrative Assistant IV: Applications, Tests, Oral Interviews, Corresp. 2010
- Lifeguard: Applications, Interviews, Corresp. 2010
- Associate Planner – Promotion: Applications, Oral Interviews 2009
- Jr. Lifeguard Assistant/Instructor: Applications, Oral Interviews, Corresp. 2010
- Jr. Lifeguard Assistant: Applications, Interviews, Corresp. 2011
- Dir. of PW/Engineering: Applications, Written Exercise, Oral Interview, Corresp. 2007
- Administrative Asst. I: Applications Exam, Oral Interview, Corresp. 2006
- Code Compliance Asst: Applications, Written Assignment, Oral Interview, Corresp. 2010
- Fire Captain Promotional Exam: Applications, Oral Interview Questions, Corresp. 2008

Records Prepared / Inventoried By:    Kay Vinson   

Signature:  8-9-21

Department Head    Pouneh Sammak   

Signature:     7/9/2021     
Date

City Clerk/Custodian of Records    Angela Ivey   

Signature:     8-9-2021   

City Attorney    Johanna Canlas   

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

# LIST OF RECORDS TO BE DESTROYED

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City Clerk – Legal Info, Code Section: GC §34090, 29 CFR, 1627.3(b) (iv), GC §§12946

Documents Below Have Been Reviewed and Approved For Destruction:

## Human Resources

### Employee Recruitment - Selection Materials & Testing (3 years)

- Asst. Civil Eng: Applications, Oral Interview, Corresp. 2010
- Asst. Planner: Applications, Oral Interview, Corresp. 2008
- Marine Safety Sergeant: Applications, Oral Assignments, Oral Interviews, Corresp. 2006
- Principal Planner: Applications, Oral Interview, Corresp. 2007
- Fire Engineer: Applications, Tests, Corresp. Oral Interviews, Corresp. 2010
- Code Compliance Officer: Applications, Written Assignment, Oral Interview, Corresp. 2014
- Asst. Planner: Applications, Oral Interview, Corresp. 2010

Records Prepared / Inventoried By:     Kay Vinson     Signature:  8-9-21

Department Head     Pouneh Sammak     Signature:  8/9/2021  
Date

City Clerk/Custodian of Records     Angela Ivey     Signature:  8-11-2021

City Attorney     Johanna Canlas     Signature:  8/11/2021  
Date



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** Community Development Department  
**SUBJECT:** **Public Hearing: Request for DRP and SDP to Remodel and Add 1,275 Square Feet to an Existing Single-Family Residence at 640 N. Granados Avenue (Case #: DRP20-003/SDP20-007 Applicant: Catherine and Erik Barnes; APN: 263-094-18; Resolution No. 2021-100)**

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## **BACKGROUND:**

The Applicants, Catherine and Erik Barnes, are requesting City Council approval of a Development Review Permit (DRP) and Structure Development Permit (SDP) to remodel and add 1,275 square feet to an existing single-family residence at 640 N. Granados Avenue. The 8,634 square-foot lot is located within the Low Medium Residential (LMR) Zone and the Scaled Residential Overlay Zone (SROZ).

The project proposes a lower-level garage, storage, hobby area and ½ bathroom resulting in a net increase of 649 square feet and an upper level addition of 626 square feet with grading in the amounts of 311 yd<sup>3</sup> cut and fill, 250 yd<sup>3</sup> of export, and 6 yd<sup>3</sup> of cut for footings. The tallest point of the proposed residence would be 21.11 feet above the proposed grade and the highest point of the structure would not exceed 196.11 feet above Mean Sea Level (MSL). The project requires a DRP for 1) an aggregate grading quantity in excess of 100 cubic yards, and 2) a structure that exceeds 60 percent of the maximum allowable floor area. The project requires a SDP because the proposed development exceeds 16 feet in height above existing grade.

The issue before the Council is whether to approve, approve with conditions, or deny the Applicants' request as contained in Resolution 2021-100 (Attachment 1).

## **DISCUSSION:**

The subject property is located on the east side of N. Granados Avenue, six properties north of the intersection of N. Granados Avenue and Lynwood Avenue. The lot is rectangular in shape with 71.99 feet in frontage along N. Granados Avenue and a lot

CITY COUNCIL ACTION:

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depth of approximately 119.95 feet. The existing topography is moderately sloped upward from west to east with a topographic grade difference of approximately 9 feet from the front property line to the rear property line. With the proposed project, the driveway location would not change and would be at the southwest corner of the lot where the existing driveway is currently located, however, the driveway would be excavated in order to provide access to the proposed lower-level garage, storage and hobby area. A half bathroom and staircase to the upper-level area is also proposed that would provide direct access to the upper level from the garage. Retaining walls are proposed on each side of the driveway that would support the higher existing grade adjacent to the driveway. The remainder of the front yard setback area would be left substantially the same. The project plans are provided in Attachment 2.

Table 1 (below) provides a comparison of the Solana Beach Municipal Code (SBMC) applicable zoning regulations with the Applicants' proposed design.

<b>Table 1</b>			
<b>LOT INFORMATION</b>			
<b>Property Address:</b>	340 Granados Ave.	<b>Zoning Designation:</b>	LMR (4 du/ac)
<b>Lot Size (Net):</b>	8,634 ft <sup>2</sup>	<b># of Units Allowed:</b>	1 Dwelling Unit, 1 ADU
<b>Max. Allowable Floor area:</b>	3,461 ft <sup>2</sup>	<b># of Units Requested:</b>	1 Dwelling Unit
<b>Proposed Floor area:</b>	3,461 ft <sup>2</sup>	<b>Setbacks:</b>	<b>Required</b> <b>Proposed</b>
<b>Below Max. Floor area by:</b>	0 ft <sup>2</sup>	Front (W)	20 ft.      21.25 ft.
<b>Max. Allowable Height:</b>	25 ft.	Interior Side (N)	5 ft.      10.67 ft.
<b>Max. Proposed Height:</b>	21.11 ft.	Interior Side (S)	5 ft.      5.92 ft.
<b>Highest Point/Ridge:</b>	196.11 MSL	Rear (E)	25 ft.      25.63 ft.
<b>PROPOSED PROJECT INFORMATION</b>			
<b>Floor area Breakdown:</b>		<b>Requested Permits:</b>	
Existing Lower Level Garage	300 ft <sup>2</sup>	<b>DRP:</b> A DRP is required for:  1) grading in excess of 100 cubic yards (aggregate);  2) a structure that exceeds 60% of the maximum allowable floor area; and  <b>SDP:</b> A SDP is required for a new structure that exceeds 16 feet in height from the existing grade.	
Proposed Lower Level Garage	649 ft <sup>2</sup>		
Existing Upper Level	2,286 ft <sup>2</sup>		
Proposed Upper Level	626 ft <sup>2</sup>		
Subtotal	3,861 ft <sup>2</sup>		
Off-Street Parking Exemption	- 400 ft <sup>2</sup>		
<b>Total Floor area</b>	<b>3,461 ft<sup>2</sup></b>		
<b>Proposed Grading: 311 yd<sup>3</sup> cut and fill, 250 yd<sup>3</sup> of export, 6 yd<sup>3</sup> cut for footings</b>			
<b>Proposed Parking:</b> 2-Car Garage		<b>Existing Development:</b>	
<b>Proposed Fences and Walls:</b> Yes		Single-Family Residence	
<b>Proposed Accessory Dwelling Unit:</b> No			
<b>Proposed Accessory Structure:</b> No			

Staff has prepared draft findings for approval of the project in the attached Resolution 2021-100 for Council's consideration based upon the information in this report. The applicable SBMC sections are provided in italicized text and conditions from the

Community Development, Engineering, and Fire Department are incorporated in the Resolution of Approval. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

The following is a discussion of the findings for a DRP and SDP as each applies to the proposed project as well as references to recommended conditions of approval contained in Resolution 2021-100.

Development Review Permit Compliance (SBMC Section 17.68.40):

A DRP is required for the following reasons: 1) grading in excess of 100 cubic yards (aggregate); and 2) a structure that exceeds 60% of the maximum allowable floor area.

In addition to meeting zoning requirements, the project must also be found in compliance with development review criteria. The following is a list of the development review criteria topics:

1. Relationship with Adjacent Land Uses
2. Building and Structure Placement
3. Landscaping
4. Roads, Pedestrian Walkways, Parking, and Storage Areas
5. Grading
6. Lighting
7. Usable Open Space

The Council may approve, or conditionally approve, a DRP only if all of the findings listed below can be made. Resolution 2021-100 provides the full discussion of the findings.

1. The proposed development is consistent with the general plan and all applicable requirements of the zoning ordinance including special regulations, overlay zones, and specific plans.
2. The proposed development complies with the development review criteria.
3. All required permits and approvals issued by the city, including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.
4. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.

If the above findings cannot be made, the Council shall deny the DRP. The following is a discussion of the applicable development review criteria as they relate to the proposed project.

#### Relationship with Adjacent Land Uses:

The property is located within the LMR Zone. Properties to the north, south, and east and are also located within the LMR Zone. Properties west of the subject site are located within the LR Zone. The surrounding properties are developed with one and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for single-family residences developed at a maximum density of 4 dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Scaled Residential Overlay Zone (SROZ) and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ, which are discussed further later in this report. As a condition of project approval, the Applicants would be required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

#### Building and Structure Placement:

The Applicants are proposing to remodel and add to an existing single-family residence with a new expanded garage with a staircase that leads to the upper floor living area. The proposed additions to the existing residence, as designed, would be located within the buildable area.

The Applicants are proposing to lower and expand the existing garage under the southwest portion of the residence. The lower level including the garage, storage, hobby area, and half bathroom would be 949 square feet.

SBMC 17.48.040 and 17.20.030 indicates that required parking spaces provided within a garage are exempt from the calculation of floor area.

In addition to the lower level, the proposed project includes a 626 square-foot addition to the existing upper-level living area consisting of a relocated and expanded kitchen, bar, pantry and office with full bathroom. The subtotal of the proposed residence would be 3,861 square feet of floor area. The floor area exemption related to the garage total 400 square feet. With the applicable exemption, the Applicant proposes a total of 3,461 square

feet of floor area, which is at the maximum allowable floor area for the 8,634 square-foot lot, pursuant to the SROZ regulations.

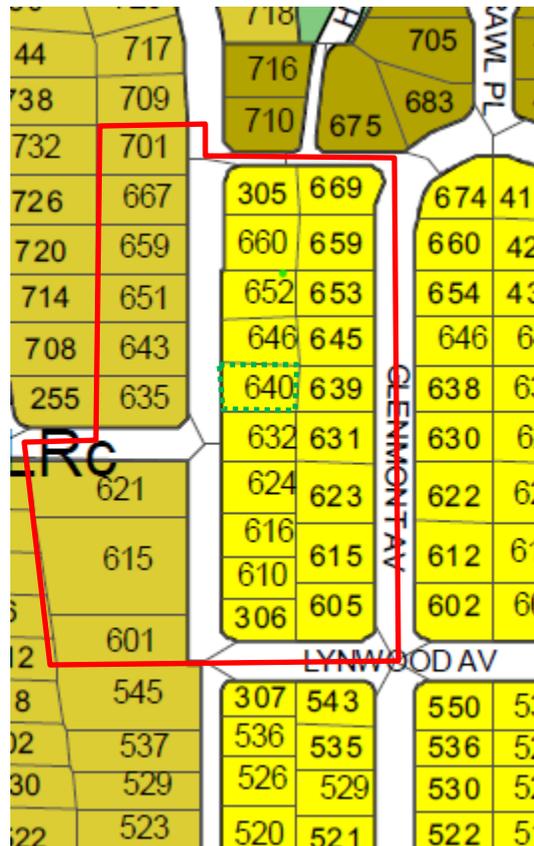
The maximum floor area calculation for this project is as follows:

0.50 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	461 ft <sup>2</sup>
<b>Total Allowable Floor area:</b>	<b>3,461 ft<sup>2</sup></b>

The proposed project, as designed, meets the minimum required setbacks and is below the maximum allowable floor area for the property.

**Neighborhood Comparison:**

Staff compared the proposed project to 27 other properties within the surrounding area. This area includes properties along both sides of N. Granados Ave. and the west side of Glenmont Ave. between Lynwood Ave. and Holmwood Ln., as shown on the following map:



The properties evaluated in this comparison are located in the LR & LMR Zone. The existing homes range in size from 894 square feet to 5,176 square feet, according to the County Assessor records. It should be noted that the County Assessor does not include

the garage, covered porch area, unfinished basement, or accessory building area in the total square footage. Accordingly, the building area of the proposed project has been calculated for comparison purposes by deleting the area of the proposed garages, the covered porch, and ceiling height over 15 feet as follows:

Project Gross Building Area:	3,861 ft <sup>2</sup>
Delete Partially Subterranean Garage:	- 400 ft <sup>2</sup>
Project Area for Comparison to Assessor's Data:	3,461 ft <sup>2</sup>

Table 2 is based upon the County Assessor's data and SanGIS data. It contains neighboring lot sizes, the square footage of existing development and the maximum allowable square footage for potential development on each lot.

<b>Table 2</b>						
#	Property Address	Lot Size in ft <sup>2</sup> (SanGis)	Existing ft <sup>2</sup> (Assessor)	Proposed / Recently Approved ft <sup>2</sup>	Max. Allowable ft <sup>2</sup>	Zone
1	621 N GRANADOS AVE	21,100	4,088		5,130	LR
2	635 N GRANADOS AVE	10,110	3,852		3,719	LR
3	643 N GRANADOS AVE	10,100	3,068		3,718	LR
4	651 N GRANADOS AVE	10,100	5,176		3,718	LR
5	659 N GRANADOS AVE	10,100	3,281		3,718	LR
6	667 N GRANADOS AVE	10,100	3,575		3,718	LR
7	701 N GRANADOS AVE	10,100	3,250		3,718	LR
8	652 N GRANADOS AVE	8,600	3,663		3,455	LMR
9	660 N GRANADOS AVE	8,800	1,877		3,490	LMR
10	305 HOLMWOOD LN	8,800	2,149		3,490	LMR
11	669 GLENMONT DR	10,200	2,557		3,735	LMR
12	659 GLENMONT DR	9,600	2,781		3,630	LMR
13	653 GLENMONT DR	8,500	1,829		3,436	LMR
14	645 GLENMONT DR	8,500	2,514		3,436	LMR
15	639 GLENMONT DR	8,600	2,332		3,455	LMR
16	631 GLENMONT DR	9,100	1,953		3,543	LMR
17	623 GLENMONT DR	10,800	2,500		3,840	LMR
18	615 GLENMONT DR	10,800	1,606		3,840	LMR
19	605 GLENMONT DR	10,800	894		3,840	LMR
20	306 LYNWOOD AVE	7,600	2,196		3,280	LMR
<b>21</b>	<b>610 N GRANADOS AVE</b>	<b>7,800</b>	<b>3,036</b>		<b>3,315</b>	<b>LMR</b>
22	616 N GRANADOS AVE	7,800	959		3,315	LMR
23	624 N GRANADOS AVE	8,900	3,247		3,508	LMR
24	632 N GRANADOS AVE	9,100	1,941		3,543	LMR
25	<b>640 N GRANADOS AVE</b>	<b>8,634</b>	<b>2,286</b>	<b>3,461</b>	<b>3,461</b>	<b>LMR</b>
26	601 N GRANADOS AVE	16,838	1,638		4,739	LMR
27	646 N GRANADOS AVE	8,600	2,258		3,455	LMR
28	615 N GRANADOS AVE	32,670	3,261		5,709	LMR

### Fences, Walls and Retaining Walls:

Within the front yard setback area, the SBMC Section 17.20.040(O) allows fences and walls, or any combination thereof, to be no higher than 42 inches in height as measured from existing grade, except for an additional two feet of fence that is at least 80% open to light. Fences, walls and retaining walls located within the rear and interior side yards are allowed to be up to six feet in height with an additional 24 inches that is 50% open to light and air.

Existing retaining walls will be removed and new retaining walls are proposed in the front yard setback area generally in the same area while following the topography of the existing grade. A new retaining wall is to support the higher existing grade on either side of the driveway in order to provide access to the proposed lower garage and along the southern property line in order to support the higher grade elevation on the adjacent properties after grading takes place onsite. The proposed retaining walls in the front yard will range in size from the existing grade level to approximately 3 feet above the existing grade. The exposed height of the retaining wall to the north of the proposed driveway ranges from 4.7 feet to a maximum of 7.2 feet above the proposed grade. The proposed retaining walls along the southern and eastern elevations would be below the existing grade level but would range in height from one to three feet above the proposed finished grade. The proposed retaining walls as designed are in compliance with the maximum building heights for walls as measured from the existing grade.

### Landscape:

The project would be subject to the current water efficient landscaping regulations of SBMC Chapter 17.56 if new development projects with an aggregate landscape equal to or greater than 500 square feet requiring a building permit, plan check or development review; however, the Applicants are not proposing any landscape changes as part of this project.

### Parking:

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants propose to maintain the same approximate location of the existing driveway in the southwest corner of the lot. However, the existing driveway would be excavated to provide access to the partially subterranean, two-car garage, storage and hobby area. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two parking spaces. Two spaces are required, therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

Grading:

The project includes grading in the amount 311 yd<sup>3</sup> cut and fill and 250 yd<sup>3</sup> of export as well as 6 yd<sup>3</sup> cut for footings. The proposed cut accounts for the excavation of the driveway to provide access to the proposed partially subterranean garage. Retaining walls are proposed around the structure to support the higher grade elevations on adjacent properties. The adjacent properties would range between being at the same approximate grade level to about a five-foot difference in grade.

Lighting:

A condition of project approval requires that all new exterior lighting fixtures comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

Usable Open Space:

The project consists of additions to an existing two-story, single-family residence with a lowered garage on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. As a condition of project approval, the Applicants will be required to pay the applicable Park Development Fee.

Structure Development Permit Compliance:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to complete the SDP process. The Applicants had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on January 5, 2021, which showed the highest story pole certified at 198.40 MSL and 22.40 feet above the proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on March 10, 2021. One application for View Assessment was received by the City; however, the Applicants and the claimant were able to resolve the view claim without need to be heard by the City's View Assessment Commission. The plans before City Council reflect the agreed upon changes that resolved the view claim. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

As a condition of approval, a height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 21.11 feet above the proposed grade and the highest point of the structure will not exceed 196.11 feet above the Mean Sea Level (MSL).

**Public Hearing Notice:**

Notice of the City Council Public Hearing for the project was published in the Union Tribune more than 10 days prior to the public hearing. The same public notice was mailed to property owners and occupants within 300 feet of the proposed project site on August 13, 2021. As of the date of preparation of this Staff Report, Staff has not received any official correspondence.

In conclusion, the proposed project, as conditioned, could be found to be consistent with the Zoning regulations and the General Plan. Staff has prepared draft findings for approval of the project in the attached Resolution 2021-100 for Council's consideration based upon the information in this report. Conditions from the Community Development, Engineering, and Fire Department are incorporated in the Resolution of Approval.

Should the Council determine that the findings can be made to approve the project; the SDP will be approved concurrently with the DRP. The Council may direct Staff to modify the Resolution to reflect the findings and conditions it deems appropriate as a result of the Public Hearing process. If the Council determines the project is to be denied, Staff will prepare a Resolution of Denial for adoption at a subsequent Council meeting.

**CEQA COMPLIANCE STATEMENT:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the State CEQA Guidelines. Class 3 consists of construction and location of limited numbers of new, small facilities or structures. Examples of this exemption include one single-family residence or second dwelling unit in a residential zone. In urbanized areas, up to three-single-family residences may be constructed or converted under this exemption.

**FISCAL IMPACT:** N/A

**WORK PLAN:** N/A

**OPTIONS:**

- Approve Staff recommendation adopting the attached Resolution 2021-100.
- Approve Staff recommendation subject to additional specific conditions necessary for the City Council to make all required findings for the approval of a DRP and SDP.
- Deny the project if all required findings for the DRP cannot be made.

**DEPARTMENT RECOMMENDATION:**

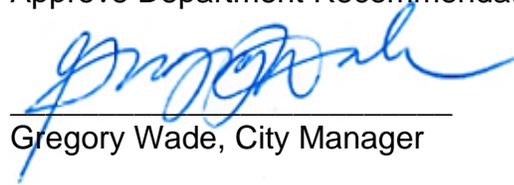
The proposed project meets the minimum zoning requirements under the SBMC, may be found to be consistent with the General Plan and may be found, as conditioned, to meet

the discretionary findings required as discussed in this report to approve a DRP and SDP. Therefore, Staff recommends that the City Council:

1. Conduct the Public Hearing: Open the Public Hearing, Report Council Disclosures, Receive Public Testimony, and Close the Public Hearing.
2. Find the project exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and
3. If the City Council makes the requisite findings and approves the project, adopt Resolution 2021-100 conditionally approving a DRP and SDP to remodel and add to an existing single-family residence with a two-car garage and perform associated site improvements at 640 N. Granados Avenue, Solana Beach.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2021-100
2. Project Plans

## RESOLUTION 2021-100

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, CONDITIONALLY APPROVING A DEVELOPMENT REVIEW PERMIT AND STRUCTURE DEVELOPMENT PERMIT FOR A SINGLE-FAMILY RESIDENCE REMODEL AND ADDITION AT 640 N. GRANADOS AVENUE, SOLANA BEACH

**APPLICANTS: CATHERINE AND ERIK BARNES**  
**APPLICATION: DRP20-003/SDP20-007**

**WHEREAS**, Catherine and Eric Barnes (hereinafter referred to as “Applicants”) have submitted an application for a Development Review Permit (DRP) and Structure Development Permit (SDP) pursuant to Title 17 (Zoning) of the Solana Beach Municipal Code (SBMC); and

**WHEREAS**, the Public Hearing was conducted pursuant to the provisions of Solana Beach Municipal Code Section 17.72.030; and

**WHEREAS**, at the Public Hearing on August 25, 2021, the City Council received and considered evidence concerning the proposed application; and

**WHEREAS**, the City Council of the City of Solana Beach found the project requested in the application exempt from the California Environmental Quality Act pursuant to Section 15303 of the State CEQA Guidelines; and

**WHEREAS**, this decision is based upon the evidence presented at the Public Hearing, and any information the City Council gathered by viewing the site and the area as disclosed at the hearing.

**NOW THEREFORE**, the City Council of the City of Solana Beach, California, does resolve as follows:

- I. That the foregoing recitations are true and correct.
- II. That the request for a DRP and SDP to remodel and add 1,275 square feet to an existing single-family residence and perform associated site improvements at 640 N. Granados Avenue, is conditionally approved based upon the following Findings and subject to the following Conditions:

#### III. FINDINGS

- A. In accordance with Section 17.68.040 (Development Review Permit) of the City of Solana Beach Municipal Code, the City Council finds the following:

- I. *The proposed project is consistent with the General Plan and all applicable requirements of SBMC Title 17 (Zoning Ordinance), including special regulations, overlay zones and specific plans.*

General Plan Consistency: The project, as conditioned, is consistent with the City's General Plan designation of Low Medium Density Residential, which allows for a maximum of four dwelling units per acre. The development is also consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

Zoning Ordinance Consistency: The project is consistent with all applicable requirements of the Zoning Ordinance (Title 17) (SBMC 17.20.030 and 17.48.040), which delineates maximum allowable Floor Area Ratio (FAR), Permitted Uses and Structures (SBMC Section 17.20.020) which provides for uses of the property for a single-family residence. Further, the project adheres to all property development regulations established for the Low Medium Residential (LMR) Zone and cited by SBMC Section 17.020.030.

The project is consistent with the provisions for minimum yard dimensions (i.e., setbacks) and the maximum allowable Floor area (FAR), maximum building height, and parking requirements.

- II. *The proposed development complies with the following development review criteria set forth in Solana Beach Municipal Code Section 17.68.040.F:*

- a. *Relationship with Adjacent Land Uses: The development shall be designed in a manner compatible with and where feasible, complimentary to existing and potential development in the immediate vicinity of the project site. Site planning on the perimeter of the development shall give consideration to the protection of surrounding areas from potential adverse effects, as well as protection of the property from adverse surrounding influences.*

The property is located within the LMR Zone. Properties to the north, south, and east are located within the LMR Zone. The properties to the west are located within the LR Zone. The surrounding properties are developed with one and two-story, single-family residences.

The project, as designed, is consistent with the permitted uses for the LMR Zone as described in SBMC Sections 17.20.010 and 17.12.020. The property is designated Low Medium Density Residential in the General Plan and intended for single-family

residences developed at a maximum density of 4 dwelling units per acre. The proposed development could be found to be consistent with the objectives of the General Plan as it encourages the development and maintenance of healthy residential neighborhoods, the stability of transitional neighborhoods, and the rehabilitation of deteriorated neighborhoods.

The property is not located within any of the City's Specific Plan areas; however, it is located within the boundaries of the Scaled Residential Overlay Zone (SROZ) and within the Coastal Zone. The project has been evaluated, and could be found to be in conformance with, the regulations of the SROZ, which are discussed further later in this report. The Applicants are required to obtain a Coastal Development Permit, Waiver or Exemption from the California Coastal Commission prior to the issuance of Building or Grading Permits.

- b. *Building and Structure Placement: Buildings and structures shall be sited and designed in a manner which visually and functionally enhances their intended use.*

The Applicant is proposing to remodel and add to an existing single-family residence. The proposed addition to the residence, as designed, would be located within the buildable area.

The Applicant is proposing to lower and expand the garage with a hobby area and storage in the southwest portion of the property with the upper level addition above the garage area.

SBMC 17.48.040 and 17.20.030 indicates that required parking spaces provided within a garage are exempt from the calculation of floor area.

The maximum floor area calculation for this project is as follows:

0.50 for first 6,000 ft <sup>2</sup>	3,000 ft <sup>2</sup>
0.175 for 6,001 to 15,000 ft <sup>2</sup>	461 ft <sup>2</sup>
Total Allowable Floor area:	3,461 ft <sup>2</sup>

The proposed project, as designed, meets the minimum required setbacks and is within the maximum allowable floor area for the property.

- c. *Landscaping: The removal of significant native vegetation shall be minimized. Replacement vegetation and landscaping shall be compatible with the vegetation of the surrounding area. Trees*

*and other large plantings shall not obstruct significant views when installed or at maturity.*

The project is subject to the current water efficient landscaping regulations of SBMC Chapter 17.56. The Applicants are not proposing any landscape changes as part of this project.

- d. *Roads, Pedestrian Walkways, Parking and Storage Areas: Any development involving more than one building or structure shall provide common access roads and pedestrian walkways. Parking and outside storage areas, where permitted, shall be screened from view to the extent feasible, by existing topography, by the placement of buildings and structures, or by landscaping and plantings.*

SBMC Section 17.52.040 and the Off-Street Parking Design Manual (OSPDM) require two (2) parking spaces for a single-family residence. The Applicants propose to maintain the same approximate location of the existing driveway in the southwest corner of the lot. However, the existing driveway would be excavated in order to provide access to the partially subterranean two-car garage and storage area. SBMC Section 17.08.030 indicates that required parking up to 200 square feet per parking space provided in a garage is exempt from the floor area calculation. The proposed garage will provide two parking spaces. Two spaces are required, therefore, 400 square feet of garage area is exempt from the project's floor area calculation.

- e. *Grading: To the extent feasible, natural topography and scenic features of the site shall be retained and incorporated into the proposed development. Any grading or earth-moving operations in connection with the proposed development shall be planned and executed so as to blend with the existing terrain both on and adjacent to the site. Existing exposed or disturbed slopes shall be landscaped with native or naturalized non-native vegetation and existing erosion problems shall be corrected.*

The project includes grading in the amount 311 yd<sup>3</sup> cut and fill, 250 yd<sup>3</sup> of export as well as 6 yd<sup>3</sup> cut for footings. The proposed cut accounts for the excavation of the driveway in order to provide access to the proposed partially subterranean garage. Retaining walls are proposed around the structure to support the higher grade elevations on adjacent properties. The adjacent properties would range between being at the same approximate grade level to about a five-foot difference in grade.

- f. Lighting: Light fixtures for walkways, parking areas, driveways, and other facilities shall be provided in sufficient number and at proper locations to assure safe and convenient nighttime use. All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding areas per SBMC 17.60.060 (Exterior Lighting Regulations).*

All new exterior lighting fixtures will comply with the City-Wide Lighting Regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.

- g. Usable Open Space: Recreational facilities proposed within required usable open space shall be located and designed to maintain essential open space values.*

The project consists of additions to an existing two-story, single-family residence with a lowered garage on a developed residential lot; therefore, usable open space and recreational facilities are neither proposed nor required according to SBMC Section 17.20.040. The Applicants are required to pay the applicable Park Development Fee.

- III. All required permits and approvals including variances, conditional use permits, comprehensive sign plans, and coastal development permits have been obtained prior to or concurrently with the development review permit.*

All required permits, including a Structure Development Permit, are being processed concurrently with the Development Review Permit.

- IV. If the development project also requires a permit or approval to be issued by a state or federal agency, the city council may conditionally approve the development review permit upon the Applicant obtaining the required permit or approval from the other agency.*

The Applicants are required to obtain approval from the California Coastal Commission prior to issuance of Building Permits.

- B. In accordance with Section 17.63.040 (Structure Development Permit) of the Solana Beach Municipal Code, the City Council finds the following:

The proposed structure exceeds 16 feet in height above the pre-existing grade; therefore, the project must comply with all of the View Assessment requirements of SBMC Chapter 17.63 and the Applicants were required to

complete the SDP process. The Applicants had story poles erected onsite. A final Story Pole Height Certification was issued by a licensed land surveyor on January 5, 2021, which showed the highest story pole certified at 198.40 MSL and 22.40 feet above the proposed grade. Notices to apply for View Assessment were mailed to property owners and occupants within 300 feet of the project site, which established a deadline to file for View Assessment on March 10, 2021. One application for View Assessment was received by the City; however, the Applicants and the claimant were able to resolve the view claim without need to be heard by the City's View Assessment Commission. The plans before City Council reflect the agreed to changes that resolved the view claim. Therefore, if the Council is able to make the required findings to approve the DRP, the SDP would be approved administratively.

A height certificate prepared by a licensed land surveyor will be required prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 21.11 feet above the proposed grade and the highest point of the structure will not exceed 196.11 feet above the Mean Sea Level (MSL).

#### IV. CONDITIONS

Prior to use or development of the property in reliance on this permit, the Applicants shall provide for and adhere to the following conditions:

A. Community Development Department Conditions:

- I. The Applicants shall pay required Fire Mitigation, Park Development, Public Use Facilities, and Public Facilities Impact Fees.
- II. Building Permit plans must be in substantial conformance with the architectural plans presented to the City Council on August 25, 2021, and located in the project file with a submittal date of July 19, 2021.
- III. Prior to requesting a framing inspection, the Applicants shall submit a height certificate prepared by a licensed land surveyor prior to the framing inspection certifying that the tallest point of the proposed residence will not exceed 21.11 feet above the proposed grade on the west elevation and the highest point of the structure will not exceed 196.11 feet above the Mean Sea Level (MSL) in conformance with the plans as approved by the City Council on August 25, 2021.
- IV. Any proposed onsite fences, walls and retaining walls and any proposed railing located on top, or any combination thereof, shall comply with applicable regulations of SBMC Section 17.20.040 and 17.60.070 (Fences and Walls).

- V. The Applicants shall obtain required California Coastal Commission (CCC) approval of a Coastal Development Permit, Waiver or Exemption as determined necessary by the CCC, prior to the issuance of Building and Grading Permits.
- VI. All new exterior lighting fixtures shall be in conformance with the City-wide lighting regulations of the Zoning Ordinance (SBMC 17.60.060). All light fixtures shall be appropriately shielded so that no light or glare is transmitted or reflected in such concentrated quantities or intensities as to be detrimental to the surrounding area.
- VII. Construction vehicles shall be parked on the subject property at all times feasible. If construction activity prohibits parking on the subject property, the Applicants shall ensure construction vehicles are parked in such a way to allow sufficient vehicular access on the street and minimize impact to the surrounding neighbors.

B. Fire Department Conditions:

- I. **ACCESS ROAD MINIMUM DIMENSIONS:** Fire apparatus access roads shall have an unobstructed improved width of not less than 20 feet; curb line to curb line, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Exception: Single-Family residential driveways; serving no more than two 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.
- II. **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 Solana Beach Fire Department.
- III. **FIRE HYDRANTS AND FIRE FLOWS:** The Applicants shall provide fire hydrants of a type, number, and location satisfactory to the Solana Beach 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.
- IV. **ADDRESS NUMBERS/STREET 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.

- V. **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. Sprinklers will be required due to the addition being more than 50% of the existing structure and the significant modifications being added to the roof. Solana Beach Municipal Code Chapter 15.32 Fire Code Section 15.32.230 Section 903.2.01
- VI. **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.
- VII. **CLASS "A" ROOF:** All structures shall be provided with a Class "A" Roof covering to the satisfaction of the Solana Beach Fire Department.

C. **Engineering Department Conditions:**

- I. The Applicants are required to obtain an Encroachment Permit in accordance with SBMC Section 11.20 for the below frontage improvements being done in the public right-of-way. The frontage improvements shall be done to the satisfaction of the City Engineer prior to the occupancy of the proposed project:
  - a. Construction of the 9" X 9" X 12" concrete curb along the property frontage for drainage purposes.
  - b. Installation of the approximately 10-ft wide D.G area compacted and graded at 2% towards the flow line for walking and parking purposes.
  - c. Construction of the proposed concrete spillways.
  - d. Construction of the SDRSD driveway approach with 2:1 transitions to the proposed D.G. pathway.

- e. Construction of the proposed modular retaining walls.
- II. The Applicants shall record the Encroachment Maintenance Removal Agreement (EMRA) in a form acceptable to the City with the County of San Diego prior to the release of the Grading Bond and Security Deposit. The EMRA shall be recorded against this property for all private improvements in the public right-of-way including, but not limited to:
    - a. Proposed modular retaining walls.
    - b. Concrete drainage spillways.
    - c. Proposed 9" X 9" X 12" concrete curb.
    - d. Proposed concrete spillways.
  - III. Submit proof to the Engineering Department that the required California Coastal Commission permits have been obtained prior to the issuance of any building or grading permits.
  - IV. All construction demolition materials shall be recycled according to the City's Construction and Demolition recycling program and an approved Waste Management Plan shall be submitted.
  - V. Construction fencing shall be located on the subject property unless the Applicants have obtained an Encroachment Permit in accordance with chapter 11.20 of the SBMC which allows otherwise.

GRADING:

- I. The Applicants shall obtain a Grading Permit in accordance with Chapter 15.40 of the Solana Beach Municipal Code. Conditions prior to the issuance of a grading permit shall include, but not be limited to, the following:
  - a. The Applicants shall obtain a grading plan prepared by a Registered Civil Engineer and approved by the City Engineer. On-site grading design and construction shall be in accordance with Chapter 15.40 of the Solana Beach Municipal Code.
  - b. The Applicants shall obtain a Soils Report prepared by a Registered Soils Engineer and approved by the City Engineer. All necessary measures shall be taken and implemented to assure slope stability, erosion control and soil integrity. The grading plan shall incorporate all recommendations contained in the soils report.
  - c. The Applicants shall provide a Drainage Report prepared by a Registered Civil Engineer. This report shall address the design for detention basin and corresponding outflow system to ensure the rate of runoff for the proposed development is at or below that of

pre-existing condition. All recommendations of this report shall be incorporated into the Preliminary Grading Plan. A detention basin easement(s) shall be recorded for maintenance of the detention basins by the property owner(s) in perpetuity, prior to Final Inspection of the Building Permit.

- d. The Applicants shall show all retaining walls and drainage structures. Retaining walls shown on the grading plan shall conform to the San Diego Regional Standards or be designed by a licensed civil engineer. Engineering calculations for all designed walls with a surcharge and nonstandard walls shall be submitted at grading plan check. Retaining walls may not exceed the allowable height within the property line setback as determined by the City of Solana Beach Municipal Code. Contact the Community Development department for further information.
- b. The Applicants are responsible to protect the adjacent properties during construction. If any grading, construction activity, access or potential construction-related impacts are anticipated beyond the property lines, as determined by the City Engineer, the Applicants shall obtain a letter of permission from the adjoining property owners. All required letters of permission shall be submitted to the City Engineer prior to the issuance of the grading permit.
- c. Cut and fill slopes shall be set back from site boundaries and buildings in accordance with SBMC 15.40.140 and to the satisfaction of the City Engineer.
- d. The Applicants shall pay a grading plan check fee in accordance with the current Engineering Fee Schedule at initial grading plan submittal.
- e. Inspection fees shall be paid prior to issuance of the grading permit.
- f. The Applicants shall obtain and submit grading security in a form prescribed by the City Engineer.
- g. The Applicants shall obtain haul permit for import / export of soil. The Applicants shall transport all excavated material to a legal disposal site.
- h. The Applicants shall submit certification from the Engineer of Record and the Soils Engineer that all public or private drainage facilities and finished grades are functioning and are installed in accordance with the approved plans. This shall be accomplished by the Engineer of Record incorporating as-built conditions on the

Mylar grading plans and obtaining signatures of the Engineer of Record and the Soils Engineer certifying the as-built conditions.

- i. An Erosion Prevention and Sediment Control Plan shall be prepared by the Applicants. Best management practices shall be developed and implemented to manage storm water and non-storm water discharges from the site at all times during excavation and grading activities. Erosion prevention shall be emphasized as the most important measure for keeping sediment on site during excavation and grading activities. Sediment controls shall be used as a supplement to erosion prevention for keeping sediment on site.
- j. The Applicants shall show all proposed on-site private drainage facilities intended to discharge water run-off. Elements of this design shall include a hydrologic and hydraulic analysis verifying the adequacy of the facilities and identify any easements or structures required to properly convey the drainage. The construction of drainage structures shall comply with the standards set forth by the San Diego Regional Standard Drawings.
- k. Post Construction Best Management Practices meeting City and RWQCB Order No. R9-2013-001 requirements shall be implemented in the drainage design.
- l. Prior to obtaining a building permit, submit a building pad certification statement from a soils engineer and an engineer or land surveyor licensed in Land Surveying per SBMC 15.40.230E.
- m. No increased cross lot drainage shall be allowed.

## V. ENFORCEMENT

Pursuant to SBMC 17.72.120(B) failure to satisfy any and all of the above-mentioned conditions of approval is subject to the imposition of penalties as set forth in SBMC Chapters 1.1.6 and 1.18 in addition to any applicable revocation proceedings.

## VI. EXPIRATION

The Development Review Permit and Structure Development Permit for the project will expire 24 months from the date of this Resolution, unless the Applicants has obtained building permits and has commenced construction prior to that date, and diligently pursued construction to completion. An extension of the application may be granted by the City Council according to SBMC 17.72.110.

## VII. INDEMNIFICATION AGREEMENT

The Applicants shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicants of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicants shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicants regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicants shall not be required to pay or perform any settlement unless such settlement is approved by the Applicants.

NOTICE TO APPLICANTS: Pursuant to Government Code Section 66020, you are hereby notified that the 90-day period to protest the imposition of the fees, dedications, reservations or other exactions described in this resolution commences on the effective date of this resolution. To protest the imposition of any fee, dedications, reservations or other exactions described in this resolution you must comply with the provisions of Government Code Section 66020. Generally the resolution is effective upon expiration of the tenth day following the date of adoption of this resolution, unless the resolution is appealed or called for review as provided in the Solana Beach Zoning Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, held on the 25<sup>th</sup> day of August, 2021, by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSENT: Councilmembers –  
ABSTAIN: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk

# BARNES RESIDENCE: ADDITION AND REMODEL

## 640 N. GRANADOS AVE, SOLANA BEACH, CA 92075

APN: 263-094-18-00  
MAY 13, 2021  
DESIGN DEVELOPMENT

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



CONSULTANT:

### VICINITY MAP



### FIRE DEPARTMENT NOTES

- ACCESS ROAD MINIMUM DIMENSIONS:** FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED IMPROVED WIDTH OF NOT LESS THAN 20 FEET; CURB LINE TO CURB LINE, AND AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES. EXCEPTION: SINGLE-FAMILY RESIDENTIAL DRIVEWAYS, SERVING NO MORE THAN TWO 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.
- 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 SOLANA BEACH FIRE DEPARTMENT.
- FIRE HYDRANTS AND FIRE FLOWS:** THE APPLICANT SHALL PROVIDE FIRE HYDRANTS OF A TYPE, NUMBER, AND LOCATION SATISFACTORY TO THE SOLANA BEACH 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 1/2" INCH NST OUTLETS. RESIDENTIAL FIRE HYDRANTS SHALL HAVE ONE (1) 4" INCH NST OUTLET, AND ONE (1) 2 1/2" INCH NST OUTLETS.
- ADDRESS NUMBERS: STREET 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 1/2" INCH STROKE WIDTH FOR RESIDENTIAL BUILDINGS, 8" HIGH WITH A 1/2" 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.
- 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. SPRINKLERS WILL BE REQUIRED DUE TO THE ADDITION BEING MORE THAN 50% OF THE EXISTING STRUCTURE AND THE SIGNIFICANT MODIFICATIONS BEING ADDED TO THE ROOF. SOLANA BEACH MUNICIPAL CODE CHAPTER 15.32 FIRE CODE SECTION 15.32.230 SECTION 903.2.01
- 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.
- CLASS "A" ROOF:** ALL STRUCTURES SHALL BE PROVIDED WITH A CLASS "A" ROOF COVERING TO THE SATISFACTION OF THE SOLANA BEACH FIRE DEPARTMENT.

### GENERAL NOTES

- THE FOLLOWING GENERAL NOTES APPLY TO ALL DRAWINGS UNLESS OTHERWISE NOTED OR SPECIFIED.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL CURRENT FEDERAL, STATE, COUNTY, AND CITY ORDINANCES HAVING JURISDICTION, AND IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS ISSUED HERewith. THE CONTRACTOR SHALL OBTAIN AND COORDINATE AND THE OWNER SHALL PAY FOR ALL REQUIRED PERMITS.
- WORK SHALL BE PERFORMED IN AN ORDERLY AND CAREFUL MANNER WITH DUE CONSIDERATION FOR THE SAFETY AND PROTECTION OF ALL PERSONNEL, EXISTING SURFACES, MATERIALS, AND EQUIPMENT. PROTECTIVE DEVICES SHALL BE INSTALLED AND MAINTAINED AS NECESSARY, AND AS REQUIRED BY THE OWNER OR AUTHORITIES.
- THE CONTRACTOR SHALL REVIEW DOCUMENTS, FIELD VERIFY DIMENSIONS AND FIELD CONDITIONS AND CONFIRM THAT WORK IS BUILDABLE AS SHOWN. THE CONTRACTOR SHALL REPORT ANY CONFLICTS OR DISCREPANCIES IN WRITING TO THE ARCHITECT FOR CLARIFICATION PRIOR TO PERFORMING ANY WORK IN QUESTION. UNLESS OTHERWISE SHOWN OR NOTED, ALL TYPICAL DETAILS SHALL BE USED WHERE APPLICABLE.
- SAFETY MEASURES: AT ALL TIMES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING THE SAFETY OF PERSONS AND PROPERTY, AND FOR ALL NECESSARY INDEPENDENT ARCHITECTURAL OR ENGINEERING REVIEWS OF THESE CONDITIONS. THE ARCHITECT'S, ENGINEER'S, OR OWNER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE, AND LARGE SCALE DETAILS SHALL TAKE PRECEDENCE OVER SMALLER DETAILS.
- SHOULD THE CONTRACTOR ENCOUNTER THE PRESENCE, OR POSSIBLE PRESENCE, OF POTENTIALLY HAZARDOUS MATERIALS, THE CONTRACTOR SHALL NOTIFY THE CLIENT FOR INSTRUCTIONS PRIOR TO CONTINUING WORK.
- NO PRODUCTS CONTAINING ASBESTOS SHALL BE USED ON THIS PROJECT. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY ASBESTOS FOUND IN ANY ITEM CALLED FOR IN THE DRAWINGS AND SPECIFICATIONS.
- GENERALLY, ALL DIMENSIONS ON FLOOR PLANS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.
- ALL CONDUITS AND PIPING SHALL BE CONCEALED.
- SUBSTITUTIONS WILL NOT BE ALLOWED WITHOUT THE PRIOR ACCEPTANCE OF THE ARCHITECT. ALL REQUESTS FOR SUBSTITUTIONS, REVISIONS, OR CHANGES SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO PURCHASE, FABRICATION OR INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN THE JOBSITE IN A CLEAN CONDITION AT ALL TIMES AND SHALL NOT LEAVE CONSTRUCTION DEBRIS ON THE PROPERTY.
- THE CONTRACTOR SHALL NOTIFY THE OWNER IN ADVANCE OF INTERRUPTING UTILITIES SUCH AS WATER, POWER OR HEATING, AND MUST SCHEDULE SUCH WORK WITH THE OWNER.
- THE CONTRACTOR SHALL REPLACE ANY EXISTING LANDSCAPING OR SITEWORK THAT IS DAMAGED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE HIS OWN RESTROOM FACILITIES. THE CONTRACTOR IS ALLOWED TO USE OWNER'S ELECTRICITY. THE CONTRACTOR IS NOT TO USE THE OWNER'S TELEPHONE.
- CONTRACTOR WORK HOURS SHALL BE FROM 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY AND 8:00 AM TO 8:00 PM SATURDAY, SUNDAY AND HOLIDAYS.
- THE CONTRACTOR SHALL BE INSURED AND HAVE WORKMAN'S COMPENSATION.
- THE CONTRACTOR SHALL ACQUIRE AND REVIEW THE TENANT HANDBOOK AND ANY OTHER LANDLORD DOCUMENTS AS APPLICABLE.

### PROJECT TEAM

<b>OWNER:</b>	<b>CATHERINE AND ERIK BARNES</b> 640 N. GRANADOS AVENUE, SOLANA BEACH, CA 92075 PHONE: XXX.XXX.XXXX CBARNES@DEV-COMM.COM
<b>ARCHITECT:</b>	<b>T7 ARCHITECTURE, INC.</b> 646 VALLEY AVENUE, SUITE A SOLANA BEACH, CA 92075 PHONE: 858.345.1295 CONTACT: ANDREW CROCKER, AIA ANDY@T7ARCHITECTURE.COM
<b>CIVIL ENGINEER:</b>	<b>PASCO LARET SUITER AND ASSOCIATES</b> 535 N HIGHWAY 101 SUITE A SOLANA BEACH, CA 92075 PHONE: 858.259.8212 CONTACT: BRIAN ARDOLINO BARDOLINO@PLSAENGINEERING.COM
<b>STRUCTURAL:</b>	TBD
<b>TITLE-24:</b>	TBD

### DRAWING INDEX

G000	TITLE SHEET
G003	FAR PLAN
G004	STORY POLE PLAN
T 1	TOPOGRAPHIC SURVEY
T 2	TOPOGRAPHIC SURVEY
T 3	PRELIMINARY GRADING PLAN
A100	SITE PLAN
A101	EXISTING GARAGE LEVEL PLAN
A102	EXISTING FIRST LEVEL PLAN
A103	EXISTING ROOF PLAN
A104	PROPOSED GARAGE LEVEL PLAN
A105	PROPOSED FIRST LEVEL PLAN
A106	PROPOSED ROOF PLAN
A300	EXISTING ELEVATIONS
A301	EXISTING ELEVATIONS
A302	PROPOSED ELEVATIONS
A303	PROPOSED ELEVATIONS
A400	SECTIONS
A900	3D VIEWS

### PROJECT DESCRIPTION, SCOPE OF WORK

THE PROJECT PROPOSES THE ADDITION OF 626 SF TOTAL TO THE FIRST LEVEL ADDING HABITABLE SPACE OVER THE EXISTING GARAGE. 649 SF TOTAL WILL BE ADDED TO THE NEWLY EXPANDED GARAGE. SITE WORK IS PROPOSED AT THE REDESIGNED DRIVEWAY RETAINING WALL, SOUTHERN SETBACK WALKWAY AND NEW GARAGE AT NEW GRADE ELEVATION. IN TOTAL THE PROJECT ADDS 1,275 SF. THE EXISTING CHIMNEY AND SPARK ARRESTOR ARE TO REMAIN AS ARE THE EXISTING ROOF DECK GUARDRAILS.

**APN:** 263-094-18-00

**LEGAL DESCRIPTION:** LOT 14 IN BLOCK 'G' OF MARVIEW HEIGHTS, UNIT NO. 2, IN COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2478, FILLED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 21, 1948

**LOT AREA:** 8,634 SF/ 0.2 ACRE

**CONSTRUCTION TYPE:** VA

**OCCUPANCY GROUP:** R-3

**ZONE:** LOW MEDIUM RESIDENTIAL

**OVERLAY ZONE:** SR02 - SCALED RESIDENTIAL OVERLAY ZONE

**MAX FAR:** SMBC: (6,000 X 0.5) + (2,634 X 0.175) = **3,461 SF**

**PARKING PROVIDED:** 3 OFF-STREET  
**PARKING REQUIRED:** 2 OFF-STREET

**SETBACKS:** FRONT YARD: 25'-0"  
INTERIOR SIDE YARD: 5'-0"  
STREET SIDE YARD: 10'-0"  
REAR YARD: 25'-0"

**HEIGHT:** MAX. EXISTING HEIGHTS FROM EXISTING GRADE AT DRIVEWAY:  
20'-4" TOP OF CHIMNEY  
18'-5" TOP OF GUARDRAIL  
15'-7 1/4" RIDGE

MAX. PROPOSED HEIGHT FROM PROPOSED GRADE AT DRIVEWAY:  
24'-6 3/4" TOP OF CHIMNEY  
23'-1 1/4" TOP OF GUARDRAIL  
21'-1 3/4" ROOF

**FIRE SPRINKLERS:** REQUIRED

**YEAR BUILT:** 1951 - REMODELED 1990 AND 2006

### SUBMITTAL AND SHOP DRAWINGS

THE GENERAL CONTRACTOR SHALL PROVIDE SUBMITTALS AND SHOP DRAWINGS FOR THE FOLLOWING ITEMS: DOORS, WINDOWS, ROOFING

### DEFERRED SUBMITTAL

"SUBMITTAL DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE, WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL."

### DRAWING ISSUANCE

CoSB PLANNING REVIEW 07-13-2021

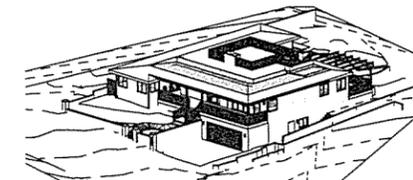
### GOVERNING CODES

- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC)
- 2019 CALIFORNIA FIRE CODE (CFCD)
- 2019 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS CODE
- THE CITY OF SOLANA BEACH MUNICIPAL CODE

### PROJECT FAR CALCULATIONS

<b>EXISTING SITE AREA</b>	8,634 SF
EXISTING UPPER LEVEL (HABITABLE):	2,286 SF
<b>PROPOSED UPPER LEVEL ADDITION:</b>	<b>626 SF</b>
EXISTING SECOND LEVEL:	N/A
PROPOSED SECOND LEVEL ADDITION:	N/A
EXISTING GARAGE (LOWER LEVEL):	300 SF
<b>PROPOSED GARAGE (LOWER LEVEL):</b>	<b>649 SF</b>
CLERESTORY (15'-0" + CEILING):	N/A
COVERED AND ENCLOSED EXTERIOR AREA:	N/A
SUBTOTAL:	3,861 SF
GARAGE EXEMPTION:	-400 SF
BASEMENT FLOOR AREA EXEMPTION:	N/A
<b>TOTAL FLOOR AREA PROPOSED:</b>	<b>3,461 SF</b>
<b>MAXIMUM FLOOR AREA ALLOWED:</b>	<b>3,461 SF</b>

### PERSPECTIVE VIEW



NO.	REVISION:	DATE:
3	CoSB PLANNING DEPARTMENT	04/14/2021

THESE DRAWINGS, SPECIFICATIONS AND THE CONCEPTS EMBODIED IN THEM ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT, AND MAY NOT BE USED, DISCLOSED, OR DUPLICATED WITHOUT THE WRITTEN CONSENT WHETHER THE PROJECT FOR WHICH THEY WERE MADE IS EXECUTED OR NOT, UNLESS OTHERWISE AGREED BY CONTRACT.

**STAMP:**

<b>PROJECT NAME:</b>	BARNES RESIDENCE: ADDITION AND REMODEL
<b>JOB NO:</b>	1920
<b>DRAWN BY:</b>	NR
<b>CHECKED BY:</b>	AC
<b>ISSUE DATE:</b>	09/21/19
<b>DRAWING FILE:</b>	09/21/19
<b>PHASE:</b>	

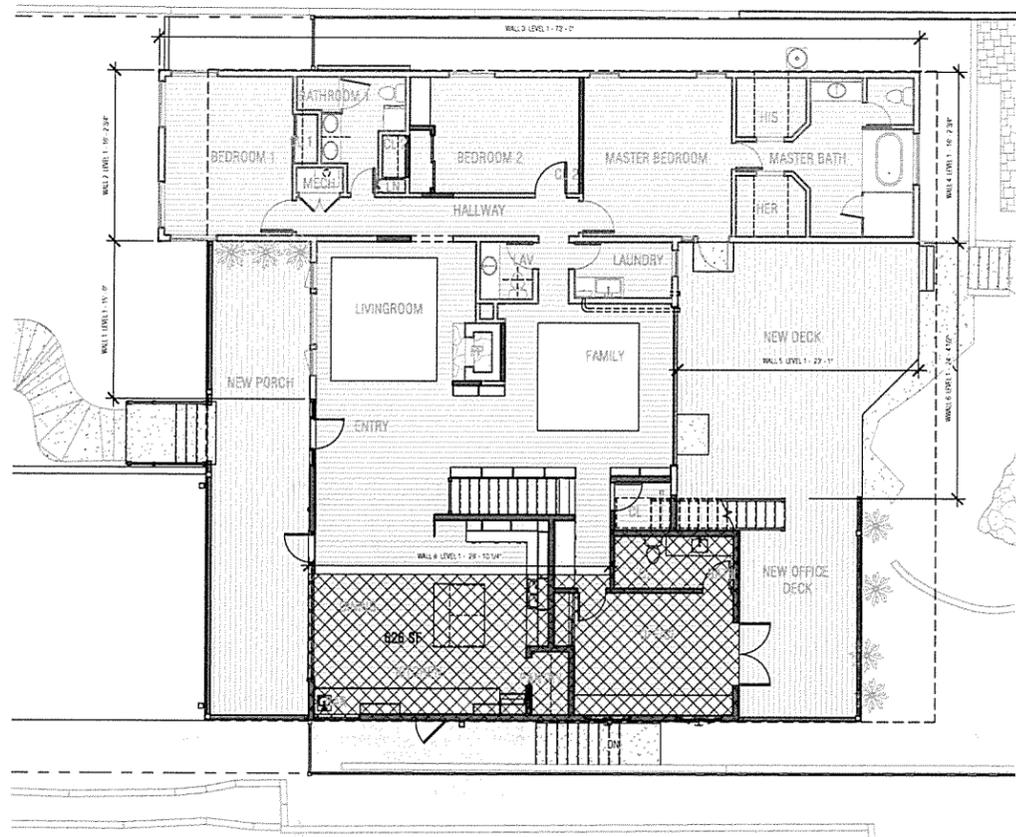
DESIGN DEVELOPMENT

SHEET TITLE:

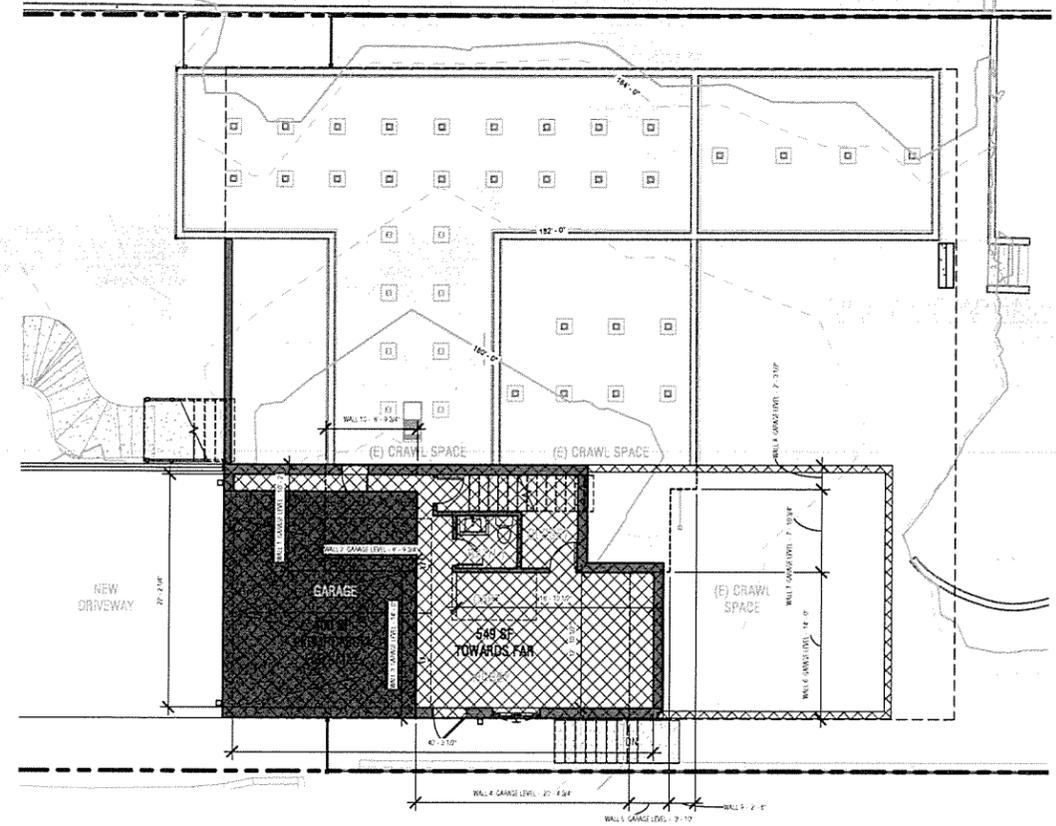
TITLE SHEET

SHEET NO:

G000



2 PROPOSED FIRST LEVEL PLAN  
1/8" = 1'-0"



1 PROPOSED GARAGE LEVEL PLAN  
1/8" = 1'-0"

**AREA CALCULATIONS**

EXISTING SITE AREA	8,634 SF
EXISTING UPPER LEVEL (HABITABLE):	2,286 SF
PROPOSED UPPER LEVEL ADDITION:	626 SF
EXISTING SECOND LEVEL:	N/A
PROPOSED SECOND LEVEL ADDITION:	N/A
EXISTING GARAGE (LOWER LEVEL):	300 SF
PROPOSED GARAGE (LOWER LEVEL):	649 SF
CLERESTORY (15'-0" + CEILING):	N/A
COVERED AND ENCLOSED EXTERIOR AREA:	N/A
SUBTOTAL:	3,861 SF
GARAGE EXEMPTION:	-400 SF
BASEMENT FLOOR AREA EXEMPTION:	N/A
TOTAL FLOOR AREA PROPOSED:	3,461 SF
MAXIMUM FLOOR AREA ALLOWED:	3,461 SF

**AREA CALCULATIONS**

	BASEMENT AREA
	ADDITION AREA
	GARAGE EXEMPTION AREA
	EXISTING AREA

**WALL CALCULATION**

<b>GARAGE LEVEL :</b> TOTAL EXISTING WALLS: 92'-8 1/2"	<b>LEVEL 1:</b> TOTAL EXISTING WALLS: 217'-7"
<b>REMAING WALLS:</b>	<b>REMAING WALLS:</b>
NONE TO REMAIN	WALL 1: 15'-0"
	WALL 2: 16'-2 3/4"
	WALL 3: 73'-0"
	WALL 4: 16'-2 3/4"
	WALL 5: 23'-1"
	WALL 6: 24'-4 1/2"
	WALL 11: +3'-0"
	<b>TOTAL REMAINING: 170'-11"</b>
<b>DEMO WALLS:</b>	<b>DEMO WALLS:</b>
WALL 1: 10'-2"	WALL 7: 10'-2"
WALL 2: 8'-9 3/4"	WALL 8: 28'-9 1/2"
WALL 3: 14'-0"	WALL 9: 4'-2 3/4"
WALL 4: 20'-4 3/4"	WALL 10: +3'-5 3/4"
WALL 5: 3'-10"	
WALL 6: 14'-0"	<b>TOTAL DEMO: 46'-8"</b>
WALL 7: 7'-10 3/4"	<b>TOTAL % TO REMAIN: 79%</b>
WALL 8: 2'-3 1/2"	<b>TOTAL % DEMO: 21%</b>
WALL 9: 2'-6"	
WALL 10: +8'-9 3/4"	
<b>TOTAL DEMO: 92'-8 1/2"</b>	
<b>TOTAL % TO REMAIN: 0%</b>	
<b>TOTAL % DEMO: 100%</b>	
<b>TOTAL EXISTING WALLS: 310'-3 1/2"</b>	
<b>TOTAL TO WALLS REMAINING: 170'-11"</b>	
<b>55% TO REMAN</b>	

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
1	CoSB PLANNING DEPT	10/14/2020

THESE DRAWINGS, SPECIFICATIONS AND THE CONCEPTS EMBODIES IN THEM ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT, AND MAY NOT BE USED, DISCLOSED, OR DUPLICATED WITHOUT THE WRITTEN CONSENT WHETHER THE PROJECT FOR WHICH THEY WERE MADE IS EXECUTED OR NOT, UNLESS OTHERWISE AGREED BY CONTRACT.

STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	Author
CHECKED BY:	Checker
ISSUE DATE:	09/21/19
DRAWING FILE:	01/08/20
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: FAR PLAN

SHEET NO: G003

PROJECT:

**BARNES RESIDENCE:  
ADDITION AND REMODEL**

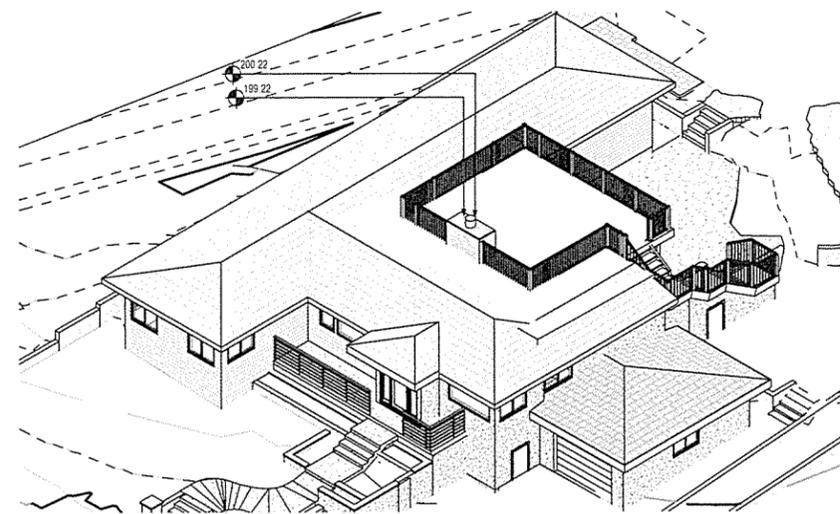
640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:

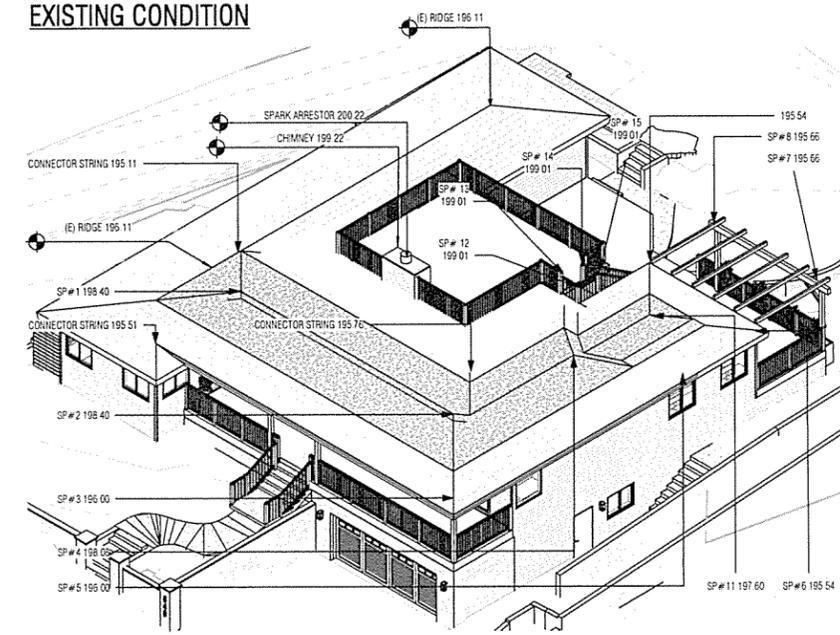


T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

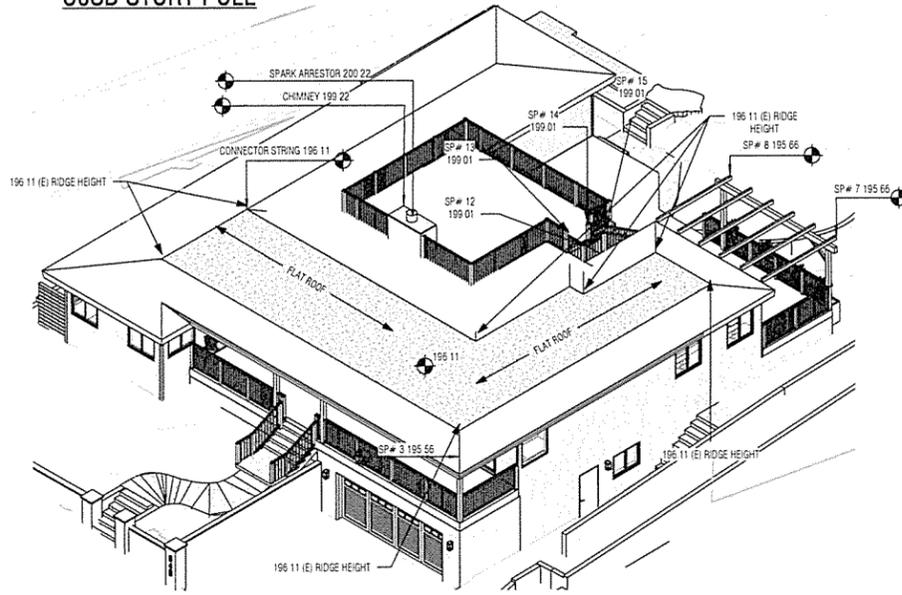
CONSULTANT:



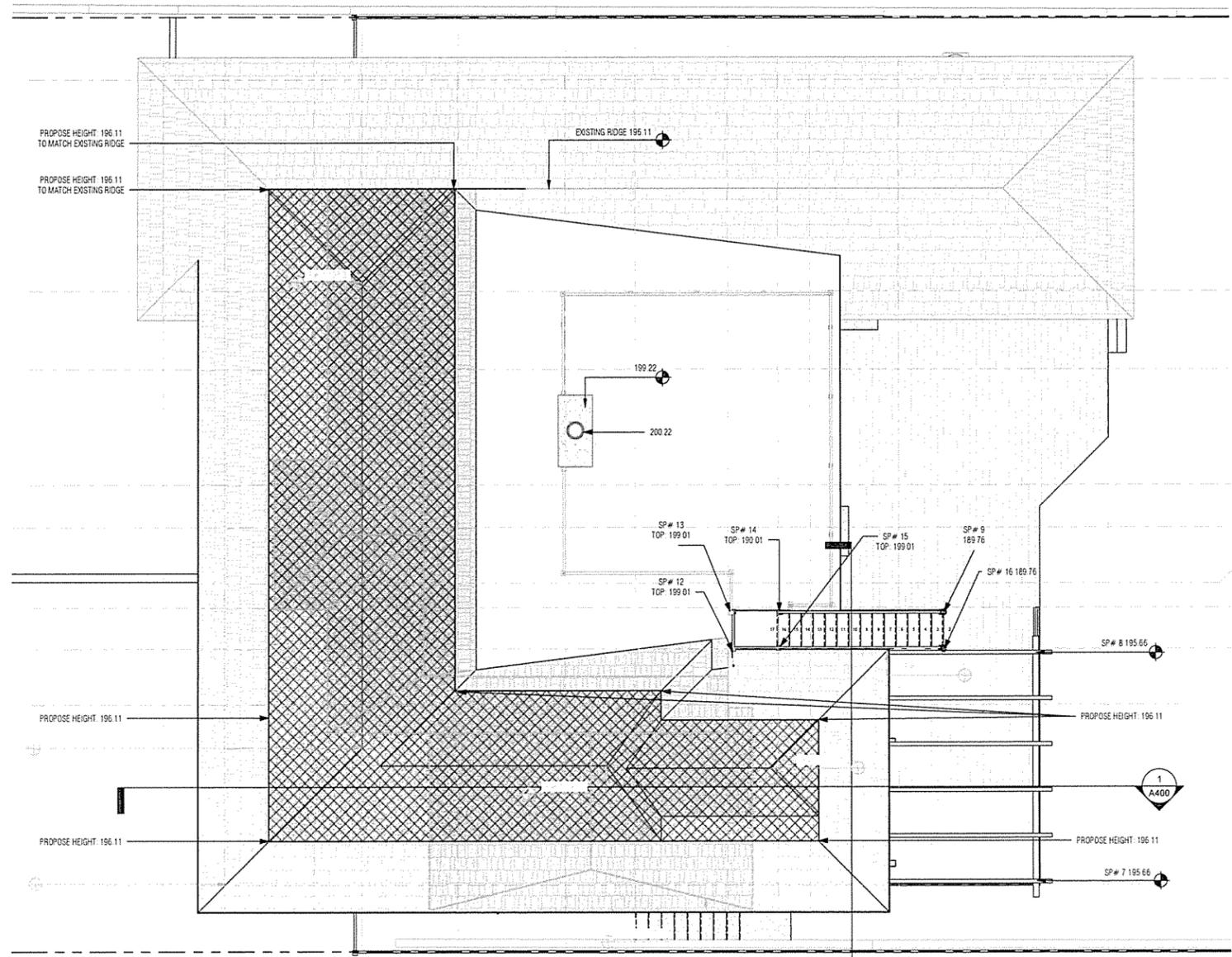
**EXISTING CONDITION**



**CoSB STORY POLE**



**PROPOSED COMPROMISE**



01 02 03 1 2 04 3 4 5 6 2 A400 61

**STORY POLE SCHEDULE**

STORY POLE NUMBER	STORY POLE MSL	GRADE MSL	HEIGHT
1	198.4	194.61	3.59
2	198.4	179.52	18.85
3	196	179.08	16.92
4	198.08	189.01	9.07
5	196	188.2	7.8
6	195.54	183.85	11.69
7	195.66	183.92	11.74
8	195.66	182.9	12.76
9	189.76	185.28	4.48
10	195.54	186.68	6.86
11	197.6	184.22	13.38
12	199.01	195.51	3.5
13	199.01	195.51	3.5
14	199.01	195.41	3.6
15	199.01	192.09	6.92
16	189.76	187.32	2.44
20	195.51	195.51	0
21	196.75	196.75	0
22	196.75	196.75	0

**STORY POLE PLAN HATCH LEGEND**

- PROPOSED FLAT ROOF
- EXISTING/DEMOLISHED ROOF

**1 PROPOSED ROOF**  
3/16" = 1'-0"

NO.	REVISION:	DATE:
4	CoSB PLANNING DEPARTMENT	05/12/2021

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STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	01/10/20
PHASE:	

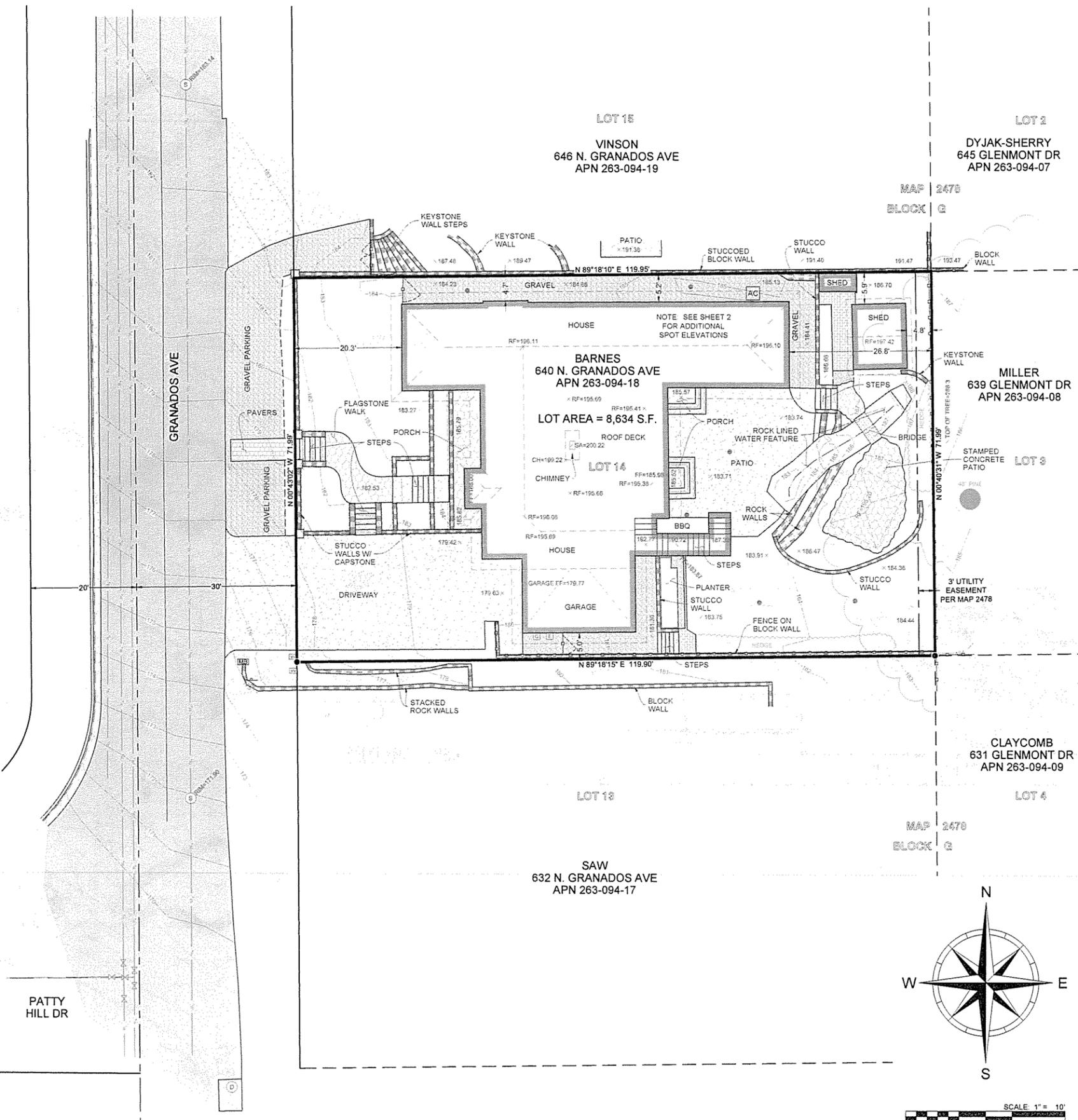
DESIGN DEVELOPMENT

SHEET TITLE:  
**STORY POLE PLAN**

SHEET NO:  
**G004**

**LEGEND**

- FOUND MONUMENT AS NOTED
  - PROPERTY BOUNDARY
  - - - RIGHT-OF-WAY LINE
  - - - CENTERLINE
  - - - ADJOINING PROPERTY LINE
  - - - EASEMENT LINE
  - - - TIE LINE / RADIAL LINE / REFERENCE LINE
  - ▬ BUILDING FOOTPRINT
  - ▬ ROOF / EAVE
  - ▬ WOOD FENCE
  - ▬ RETAINING WALL
  - ▬ RETAINING WALL WITH CAPSTONE OVERHANG
  - ▬ FLOWLINE
  - ▬ INDEX CONTOUR LINE
  - ▬ INTERMEDIATE CONTOUR LINE
  - ▬ GAS LINE
  - ▬ SEWER LINE
  - ▬ WATER LINE
  - ▬ APPROX. DRIPLINE OF TREES / VEGETATION
  - ⊕ ELECTRIC METER
  - ⊕ GAS METER
  - ⊕ SEWER MANHOLE
  - ⊕ WATER VALVE
  - ⊕ WATER METER
  - ⊕ STORM DRAIN INLET MANHOLE
  - ⊕ AREA DRAIN INLET (ROUND)
  - ⊕ SIGN
  - ⊕ MAILBOX
  - ⊕ TREE (APPROX. TRUNK DIAMETER)
  - ⊕ GROUND/SURFACE SPOT ELEVATION
  - ⊕ ROOF ELEVATION
  - ⊕ TOP OF CHIMNEY
  - ⊕ SA=150.00 TOP OF SPARK ARRESTOR
  - ⊕ FF=150.00 FINISHED FLOOR ELEVATION
- 
- ▬ ASPHALT SURFACE
  - ▬ CONCRETE SURFACE
  - ▬ PAVER BLOCK SURFACE
  - ▬ BRICK SURFACE
  - ▬ FLAGSTONE/STAMPED CONCRETE SURFACE
  - ▬ GRAVEL SURFACE
  - ▬ WOOD DECK SURFACE



**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT.

*BElong*  
 BLAKE E. TORGERSEN  
 PLS 8548



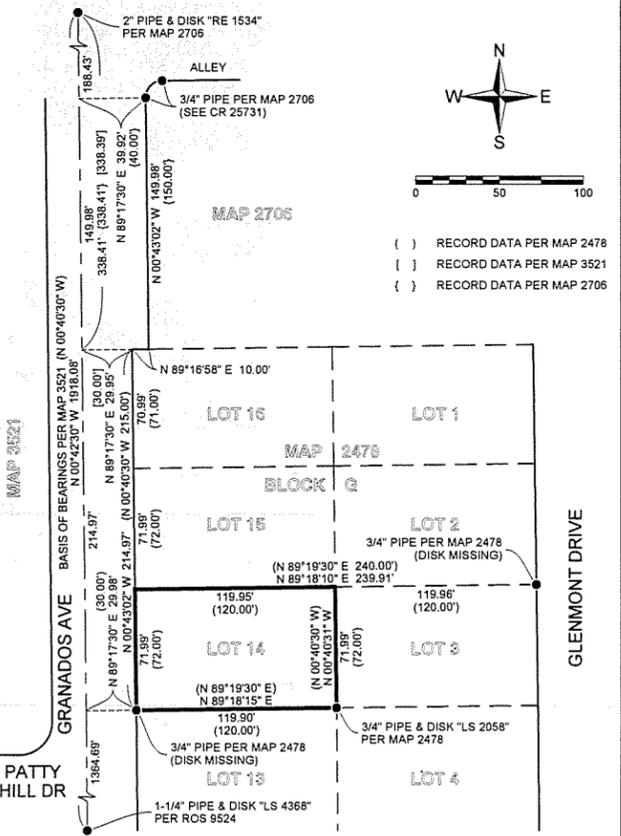
**NARRATIVE**

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°42'30" WEST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, BOTH OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON MAP OF SOLANA HEIGHTS, MAP NO. 3521.
2. ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF SOLANA BEACH SURVEY CONTROL STATION "ENC-43", POINT NO. 2012 PER RECORD OF SURVEY NO. 18971, A 3.5" NATIONAL GEODETIC SURVEY DISK IN HEADWALL, 0.2 MILES NORTH OF SOLANA VISTA DRIVE ON THE EAST SIDE OF NORTHBOUND HIGHWAY 101, 3 FEET OFF SHOULDER AND 6 FEET WEST OF CARDIFF BY THE SEA SIGN. NAVD-88 ELEV = 34 670'
3. THE LOCATIONS OF UNDERGROUND UTILITY LINES AND/OR STRUCTURES AS SHOWN HEREON ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE ONLY. NO RECORD UTILITY PLANS WERE PROVIDED TO OR OBTAINED BY THE SURVEYOR. NO EXCAVATIONS WERE MADE DURING THE COURSE OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST.

**ABBREVIATED LEGAL DESCRIPTION**

LOT 14, BLOCK G, MARVIEW HEIGHTS UNIT NO 2, MAP 2478

**SURVEY CONTROL DETAIL**

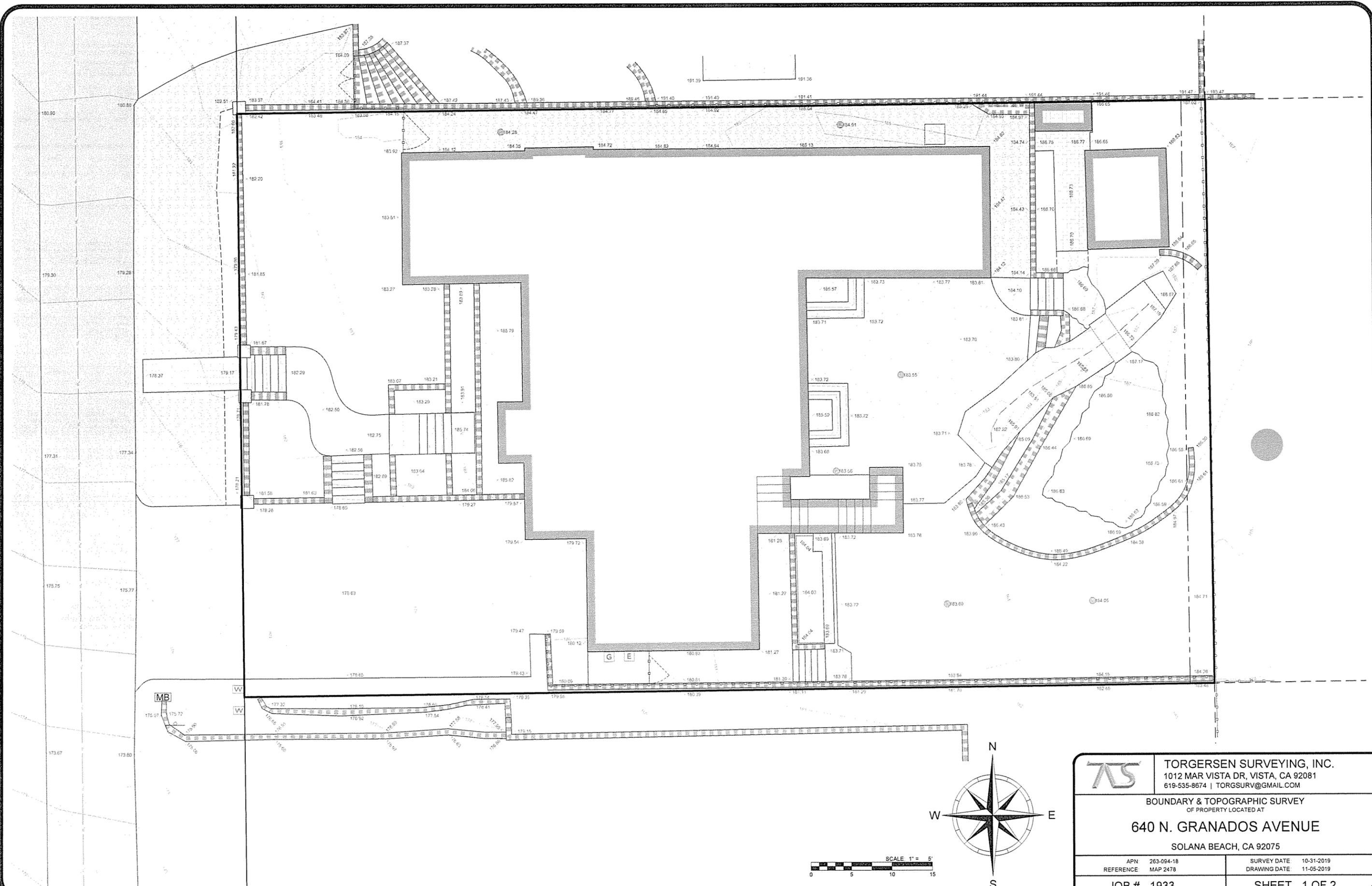


**TORGENSEN SURVEYING, INC.**  
 1012 MAR VISTA DR, VISTA, CA 92081  
 619-535-8674 | TORGSURV@GMAIL.COM

BOUNDARY & TOPOGRAPHIC SURVEY  
 OF PROPERTY LOCATED AT  
**640 N. GRANADOS AVENUE**  
 SOLANA BEACH, CA 92075

APN: 263-094-18	SURVEY DATE: 10-31-2019
REFERENCE: MAP 2478	DRAWING DATE: 11-05-2019

**JOB # 1933**                      **SHEET 1 OF 2**

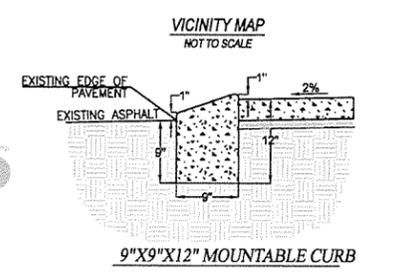
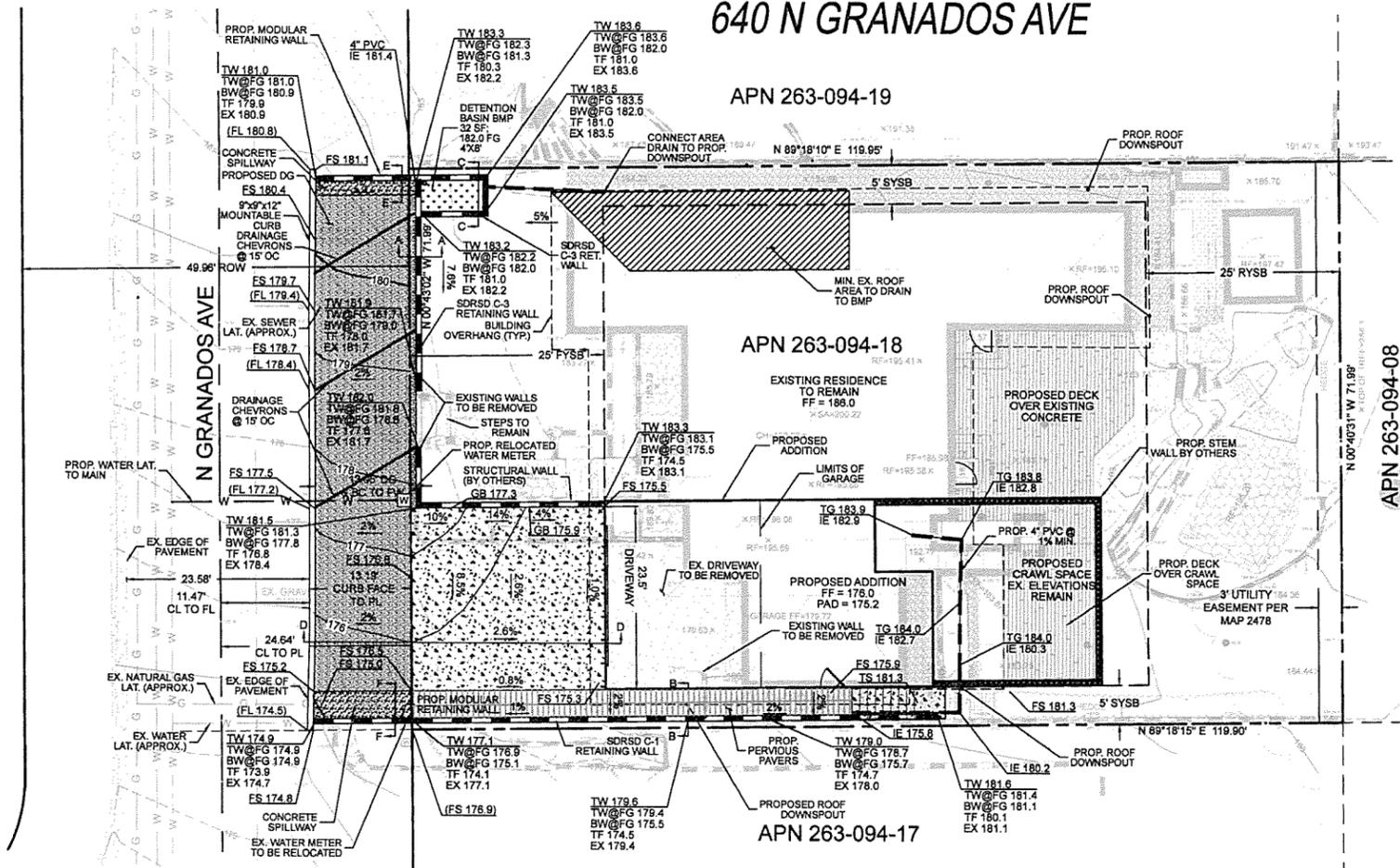


 <b>TORGENSEN SURVEYING, INC.</b> 1012 MAR VISTA DR, VISTA, CA 92081 619-535-8674   TORGSURV@GMAIL.COM	
APN 263-094-18 REFERENCE MAP 2478	SURVEY DATE 10-31-2019 DRAWING DATE 11-05-2019
<b>JOB # 1933</b>	<b>SHEET 1 OF 2</b>

**GENERAL NOTES**

- APPROVAL OF THIS GRADING PLAN DOES NOT CONSTITUTE APPROVAL OF HORIZONTAL ALIGNMENT OF ANY PRIVATE ROAD SHOWN HEREIN FOR PUBLIC ROAD PURPOSES.
- FINAL APPROVAL OF THESE GRADING PLANS IS SUBJECT TO FINAL APPROVAL OF THE ASSOCIATED IMPROVEMENT PLANS WHERE APPLICABLE. FINAL CURB GRADE ELEVATIONS MAY REQUIRE CHANGES IN THESE PLANS.
- IMPORT MATERIALS SHALL BE LEGALLY OBTAINED.
- A SEPARATE PERMIT FROM THE CITY ENGINEER WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY.
- ALL SLOPES OVER THREE (3) FEET IN HEIGHT SHALL BE LANDSCAPED AND IRRIGATED.
- THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NOTICE OF PROPOSED WORK SHALL BE GIVEN TO THE FOLLOWING AGENCIES:  
UNDERGROUND S.A. (800)-227-2600
- A SOILS REPORT SHALL BE PROVIDED AS REQUIRED BY THE CITY OF SOLANA BEACH PRIOR TO ISSUANCE OF A GRADING PERMIT.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL THE PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED AND A VALID GRADING PERMIT HAS BEEN ISSUED.
- THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE THE BUILDING OFFICIAL'S APPROVAL OF ANY FOUNDATION FOR STRUCTURES TO BE PLACED ON THE AREA COVERED BY THESE PLANS. THE CITY ENGINEER'S GRADING ORDINANCE REQUIREMENTS CONCERNING MINIMUM COVER OVER EXPANSIVE SOILS IS MADE OR IMPLIED.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED GRADING EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 a.m. AND 6:00 p.m. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
- ALL MAJOR SLOPES SHALL BE ROUNDED INTO EXISTING TERRAIN TO PRODUCE A SMOOTHED TRANSITION FROM CUT OR FILL FACES TO NATURAL GROUND AND ABUTTING CUT OR FILL FACES.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE GRADING ORDINANCE AND NOTWITHSTANDING THE APPROVAL OF THESE GRADING PLANS, THE PERMITTEE IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJACENT PUBLIC STREET, SIDEWALK, ALLEY, FUNCTIONING UTILITY SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, GRADING, EROSION, OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE GRADING DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR CORRECTION ON NON-DEDICATED IMPROVEMENTS WHICH DAMAGE ADJACENT PROPERTY.
- SLOPE RATIOS: CUT 1:2 FILL 1:2  
CUT: 280 CY FILL: 30 CY EXPORT: 250 CY  
(NOTE: A SEPARATE VALID PERMIT MUST EXIST FOR OFFSITE IMPORT OR EXPORT AREAS.)
- THE QUANTITIES ESTIMATED ABOVE ARE FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION BIDS. CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN EARTHWORK QUANTITIES.
- SPECIAL CONDITIONS: IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE OF THIS GRADING DURING GRADING OPERATIONS, SUCH OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL IMMEDIATELY NOTIFY THE CITY ENGINEER OF THE DISCOVERY. GRADING OPERATIONS WILL NOT COMMENCE UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL GRADING SHOWN ON THIS PLAN SHALL BE COMPLETED AS A SINGLE UNIT WITH NO PROVISION FOR PARTIAL RELEASES. SHOULD IT BE ANTICIPATED THAT A PORTION OF THIS PROJECT BE COMPLETED SEPARATELY, A SEPARATE PLAN AND PERMIT APPLICATION SHALL BE SUBMITTED FOR APPROVAL.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOLANA BEACH 858.720.2470 24 HOURS BEFORE GRADING OPERATIONS BEGIN.
- FINISHED GRADING AND PLANTING SHALL BE ACCOMPLISHED ON ALL SLOPES PRIOR TO OCTOBER 1, OR IMMEDIATELY UPON COMPLETION OF ANY SLOPES GRADED BETWEEN OCTOBER 1 AND APRIL 1. PRIOR TO ANY PLANTING, ALL LANDSCAPING SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE DEVELOPMENT REVIEW STAGE, OR BY SEPARATE LANDSCAPE PLAN.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL 72 HOURS PRIOR TO THE BEGINNING OF WORK.
- UPON FINAL COMPLETION OF THE WORK UNDER THE GRADING PERMIT, BUT PRIOR TO FINAL GRADING APPROVAL AND/OR FINAL RELEASE OF SECURITY, AS-GRADED CERTIFICATE SHALL BE PROVIDED STATING: "THE GRADING UNDER PERMIT NO. SBGR-216 HAS BEEN PERFORMED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED GRADING PLAN AS SHOWN ON THE ATTACHED AS-GRADED PLAN". THIS STATEMENT SHALL BE FOLLOWED BY THE DATE AND SIGNATURE OF THE CIVIL ENGINEER WHO CERTIFIES SUCH A GRADING OPERATION.
- THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, SHORING, AND SHALL BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

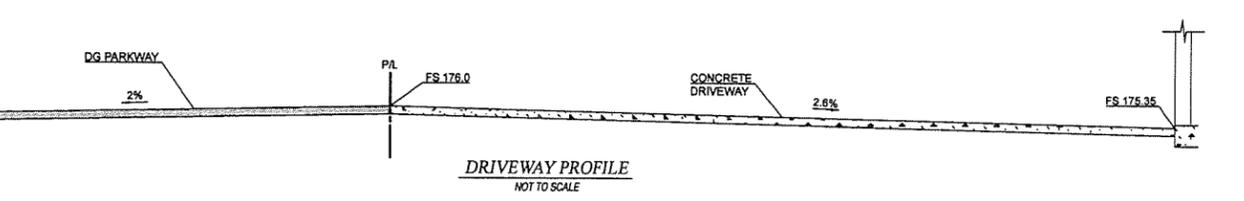
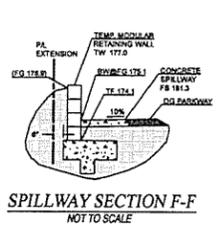
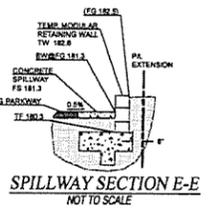
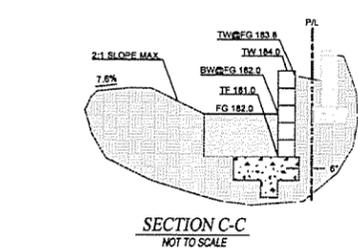
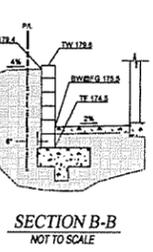
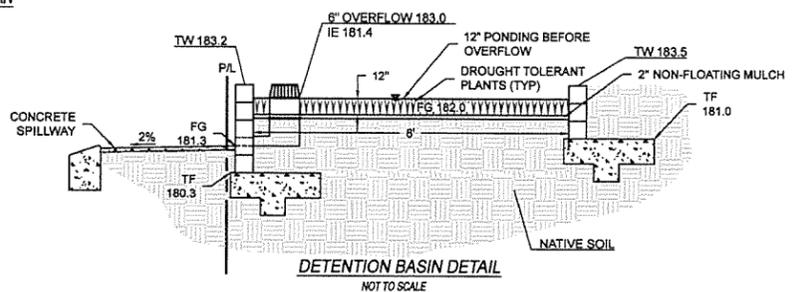
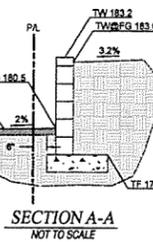
# PRELIMINARY GRADING PLAN 640 N GRANADOS AVE



**EROSION CONTROL NOTES**

- STORM WATER AND NON-STORM WATER DISCHARGE CONTROL: BEST MANAGEMENT PRACTICES SHALL BE DEVELOPED AND IMPLEMENTED TO MANAGE STORM WATER AND NON-STORM WATER DISCHARGES FROM THE SITE AT ALL TIMES DURING EXCAVATION AND GRADING ACTIVITIES.
  - EROSION AND SEDIMENT CONTROL: EROSION PREVENTION SHALL BE EMPHASIZED AS THE MOST IMPORTANT MEASURE FOR KEEPING SEDIMENT ON SITE DURING EXCAVATION AND GRADING ACTIVITIES. SEDIMENT CONTROLS SHALL BE USED AS A SUPPLEMENT TO EROSION PREVENTION FOR KEEPING SEDIMENT ON SITE.
  - EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:  
NON-IRRIGATED HYDROSEED MIX WITH A FIBER MATRIX APPLIED AT 4,000 LB/ACRE
- | SEED SPECIES         | SEED RATES/LB/ACRE | SCARIFIED |
|----------------------|--------------------|-----------|
| ATRIPLEX CANADICA    | 70% PLUS           | 50% PLUS  |
| PLANTAGO INSULARIS   |                    |           |
| ENCINUS SP.          |                    |           |
| LOTUS SCOPARIUS      |                    |           |
| EXCHSCHOLTZIA CALIF. |                    |           |
- THE TOPS OF ALL SLOPES TALLER THAN 5' SHALL BE DIKED OR TRENCHED TO PREVENT WATER FLOWING OVER CRESTS OF SLOPES.
  - CATCH BASINS, DESILTING BASINS, AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
  - SAND BAG CHECK DAMS, SILT FENCES, FIBER ROLLS OR OTHER APPROVED BMP'S SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, AS WELL AS AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOW LEAVE THE SITE.
  - SAND BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
  - THE CONTRACTOR SHALL REPAIR ANY ERODED SLOPES AS DIRECTED BY THE OFFICE OF THE CITY ENGINEER.
  - THE CONTRACTOR SHALL SWEEP ROADWAYS AND ENTRANCES TO AND FROM THE SITE ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION AND AT ALL OTHER TIMES DIRECTED BY THE CITY ENGINEER.
  - THE CONTRACTOR SHALL WATER SITE ON A CONTINUOUS BASIS TO MINIMIZE AIR BORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS, AND AT ALL TIMES DIRECTED BY THE CITY ENGINEER.
  - IN THE EVENT SILT DOES ENTER THE EXISTING PUBLIC STORM DRAIN SYSTEM, REMOVAL OF THE SILT FROM THE SYSTEM WILL BE DONE AT THE DEVELOPER'S EXPENSE.

**PRELIMINARY GRADING PLAN  
SCALE: 1" = 10'**



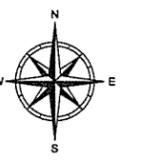
**LEGEND**

ITEM DESCRIPTION	SYMBOL
PROPERTY LINE	---
CENTERLINE OF ROAD	---
PROPOSED SETBACKS	---
PROPOSED HARDSCAPE PER LANDSCAPE ARCHITECT PLANS	---
PROPOSED CONTOUR LINE	---
EXISTING CONTOUR LINE	---
PROPOSED RETAINING WALL PER PLAN	---
EXISTING RETAINING WALL	---
PROPOSED STORM DRAIN PIPE	---
PROPOSED BMP	---
PROPOSED DECOMPOSED GRANITE (DG)	---
PROPOSED DECKING	---
PROPOSED CONCRETE SPILLWAY	---
EXISTING GRAVEL	---
ROOF AREA DRAINING TO PROPOSED BMP	---
EXISTING CONCRETE HARDSCAPE	---
PROPOSED PERVIOUS PAVERS	---

**ABBREVIATIONS**

TW	TOP OF WALL
TW@FG	TOP OF WALL @ FINISHED GRADE
BW@FG	BOTTOM OF WALL @ FINISHED GRADE
TF	TOP OF FOOTING
CL	CENTER LINE
FL	FLOWLINE
BC	BACK OF CURB
FW	FACE OF WALL
PL	PROPERTY LINE
FG	FINISHED GRADE
FS	FINISHED SURFACE
XXX	PROPOSED ELEVATION
XXXX	EXISTING ELEVATION
XXXXX	FINISHED FLOOR
FG	TOP OF GRATE
IE	INVERT ELEVATION
TS	TOP OF STEP
BS	BOTTOM OF STEP
FYSB	FRONT YARD SETBACK
FYSB	SIDE YARD SETBACK
RYSB	REAR YARD SETBACK

SCALE: 1" = 10'



**LEGAL DESCRIPTION**  
LOT 14 IN BLOCK 'G' OF MARYVIEW HEIGHTS, UNIT NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2478, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 21, 1948

**A.P.N.:** 263-094-18  
**SITE ADDRESS:** 640 N GRANADOS AVE, SOLANA BEACH, CA 92075  
**OWNER/PERMITTEE:** CATHERINE BARNES, 640 N GRANADOS AVE, SOLANA BEACH, CA 92075  
**TOPOGRAPHIC SURVEY:** TORGENSEN SURVEYING, INC. (619) 535-8674

**WORK TO BE DONE**  
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE LATEST EDITIONS OF:

- STANDARD SPECIFICATIONS**
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING THE REGIONAL SUPPLEMENTAL AMENDMENTS.
  - CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES"
  - STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

- STANDARD DRAWINGS**
- SAN DIEGO REGIONAL STANDARD DRAWINGS
  - STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS

**OWNER'S CERTIFICATE**

I, \_\_\_\_\_ AS OWNER/DEVELOPER OF THE PROPERTY DESCRIBED HEREIN ACKNOWLEDGE THESE PLANS HAVE BEEN PREPARED AT MY DIRECTION WITH MY FULL CONSENT. I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS ATTACHED BY REFERENCE TO THIS GRADING PLAN.

IT IS AGREED THAT FIELD CONDITIONS MAY REQUIRE CHANGES TO THESE PLANS. IT IS FURTHER AGREED THAT THE OWNER (DEVELOPER) SHALL HAVE A REGISTERED CIVIL ENGINEER MAKE SUCH CHANGES, ALTERATIONS OR ADDITIONS TO THESE PLANS WHICH THE CITY ENGINEER DETERMINES ARE NECESSARY AND DESIRABLE FOR THE PROPER COMPLETION OF THE IMPROVEMENTS.

I FURTHER AGREE TO COMMENCE WORK ON ANY IMPROVEMENTS SHOWN ON THESE PLANS WITHIN EXISTING CITY RIGHT-OF-WAY WITHIN 60 DAYS OF THE CONSTRUCTION PERMIT AND TO PURSUE SUCH WORK ACTIVELY ON EVERY NORMAL WORKING DAY UNTIL COMPLETED, IRRESPECTIVE AND INDEPENDENT OF ANY OTHER WORK ASSOCIATED WITH THIS PROJECT OR UNDER MY CONTROL.

CATHERINE BARNES \_\_\_\_\_ DATE \_\_\_\_\_  
640 N GRANADOS AVE.  
SOLANA BEACH, CA 92075

**DECLARATION OF RESPONSIBLE CHARGE**

I, BRIAN M. ARDOLINO, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND THE CITY OF SOLANA BEACH RESOLUTION NO. 2007-170.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SOLANA BEACH IS CONTINUED TO A REVIEW ONLY AND DOES NOT RELIEVE ME OF RESPONSIBILITIES FOR PROJECT DESIGN.

BY: BRIAN ARDOLINO  
RCE No. 71651 EXP 12/31/2021  
PASCO LAURET SUTTIER & ASSOCIATES



**EARTHWORK QUANTITIES:**

SITE GRADING (OUTSIDE OF STRUCTURE):  
CUT: 105 CY  
FILL: 30 CY

EXCAVATION FOR FOOTINGS: 6 CY  
REMOVAL & RECOMPACTION (UNDER STRUCTURE): 170 CY

TOTAL GRADING (CUT AND FILL OUTSIDE & BELOW STRUCTURE): 311 CY

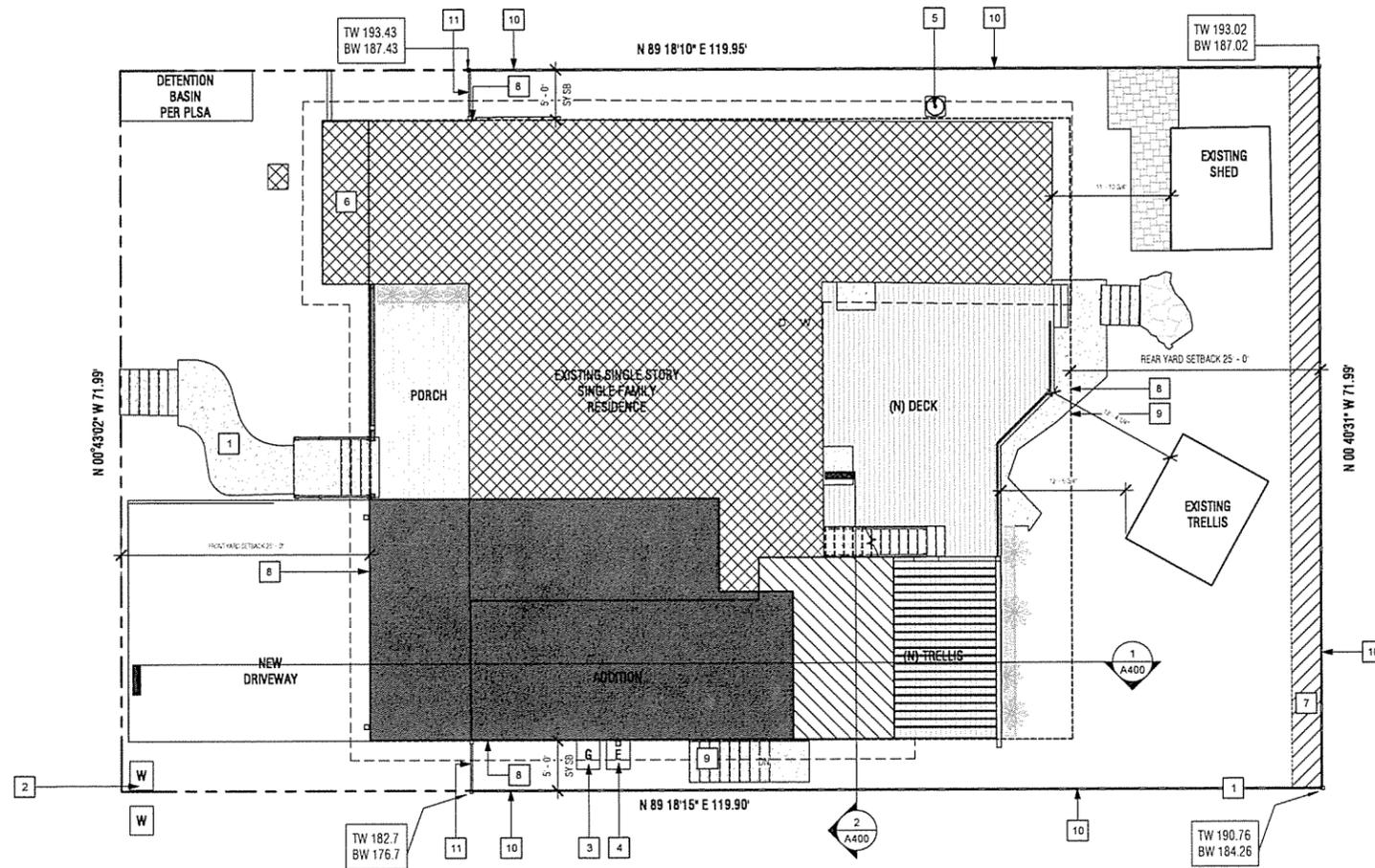
TOTAL EXPORT: 250 CY

\* EARTHWORK QUANTITIES ARE ESTIMATED FOR PERMIT PURPOSES ONLY AND REPRESENT COMPACTED (IN PLACE) VOLUMES ONLY. THESE VALUES ARE CALCULATED ON A THEORETICAL BASIS. ACTUAL QUANTITIES MAY VARY DUE TO OBSERVED SHRINKAGE AND/OR SWELL FACTORS.

ENGINEER OF WORK	CITY APPROVED CHANGES	APPD	DATE	RECOMMENDED FOR APPROVAL	APPROVED FOR CONSTRUCTION	BENCH MARK	CITY OF SOLANA BEACH	DRAWING NO.
NUT Drawn By: _____ Name: BRIAN ARDOLINO R.C.E. 71651 Exp: 12/31/21				By: _____ Review Engineer	By: _____ City Engineer R.C.E.	DESCRIPTION: "ENC-43" PER SOLANA BEACH SURVEY CONTROL LOCATION: 0.2 MILE NORTH OF SOLANA VISTA DR. ON THE E. SIDE OF NB HWY101.667 WEST OF CAROLY BY THE SEA SIGN. RECORD FROM: BDS NO. 18871 ELEV: 34.670 DATUM: NAVD-88	PRELIMINARY GRADING PLAN FOR: <b>640 N GRANADOS AVE.</b>	SHEET 1 OF 1

ADJACENT PROPERTY  
APN 263-094-19-00

NORTH GRANADOS AVE.



ADJACENT PROPERTY  
APN 263-094-17-00

**FENCE HEIGHTS**

FRONT YARD WALLS OR FENCES MAY NOT EXCEED 42". SIDE AND REAR FENCES MAY NOT EXCEED SIX FEET. HOWEVER, SIDE AND REAR FENCES CAN BE APPROVED UP TO EIGHT FEET IF THE TOP TWO FEET OF FENCE SPACE IS LEFT 50% OPEN TO LIGHT.

**(E) SITE PLAN BREAKDOWN AREA**

TOTAL PROJECT AREA	
GROSS:	8,634 SF
BUILDING FOOT PRINT:	2,570 SF
PAVED AREA:	2,634 SF (INCLUDING DRIVEWAY)
PERMEABLY PAVED AREA:	0.0 SF
RAISED WOOD DECK AREA:	132 SF
IRRIGATED LANDSCAPE:	3,298 SF
NON-IRRIGATED LANDSCAPE:	0.0 SF
WATER FEATURES:	20.0 SF
<b>GROSS:</b>	<b>8,634 SF</b>

**SUMMARY**

NON- LANDSCAPE AREA	5,316 SF
IRRIGATED LANDSCAPE:	3,298 SF
NON-IRRIGATED LANDSCAPE:	0.0 SF
WATER FEATURES:	20.0 SF HOT TUB
<b>GROSS:</b>	<b>8,634 SF</b>

**(N) SITE PLAN BREAKDOWN AREA**

TOTAL PROJECT AREA	
GROSS:	8,634 SF
BUILDING FOOT PRINT:	3,006 SF
PAVED AREA:	2,095 SF (INCLUDING DRIVEWAY AND REAR PATIO)
PERMEABLY PAVED AREA:	0.0 SF
RAISED WOOD DECK AREA:	215 SF
IRRIGATED LANDSCAPE:	3,298 SF
NON-IRRIGATED LANDSCAPE:	0 SF
WATER FEATURES:	20.0 SF
<b>GROSS:</b>	<b>8,634 SF</b>

**SITE PLAN KEY NOTES** xx

- 1 EXISTING SITE STAIR
- 2 EXISTING WATER METER TO REMAIN
- 3 EXISTING GAS METER TO BE ADJUSTED TO THE NEW GRADE
- 4 EXISTING ELECTRIC METER TO BE ADJUSTED TO NEW GRADE
- 5 EXISTING AC UNIT TO REMAIN
- 6 EXISTING NON-CONFORMING
- 7 EXISTING 3' UTILITY EASEMENT
- 8 SETBACK LINE
- 9 ROOF OVERHANG - 2'-0" MAX AT SIDE YARD SETBACKS
- 10 PERIMETER FENCE
- 11 NEW GATE

**HATCH LEGEND**

- EXISTING AREA
- PROPOSED UPPER LEVEL AREA
- PROPOSED LOWER LEVEL AREA

REFER TO G003 - FAR PLAN FOR AREA BREAKDOWN

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
2	CoSB PLANNING DEPARTMENT	12/04/2020

THESE DRAWINGS, SPECIFICATIONS AND THE CONCEPTS EMBODIED IN THEM ARE THE ORIGINAL, UNPUBLISHED WORK OF THE ARCHITECT, AND MAY NOT BE USED, DISCLOSED, OR DUPLICATED WITHOUT THE WRITTEN CONSENT WHETHER THE PROJECT FOR WHICH THEY WERE MADE IS EXECUTED OR NOT, UNLESS OTHERWISE AGREED BY CONTRACT.

STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

SHEET  
TITLE:

SITE PLAN

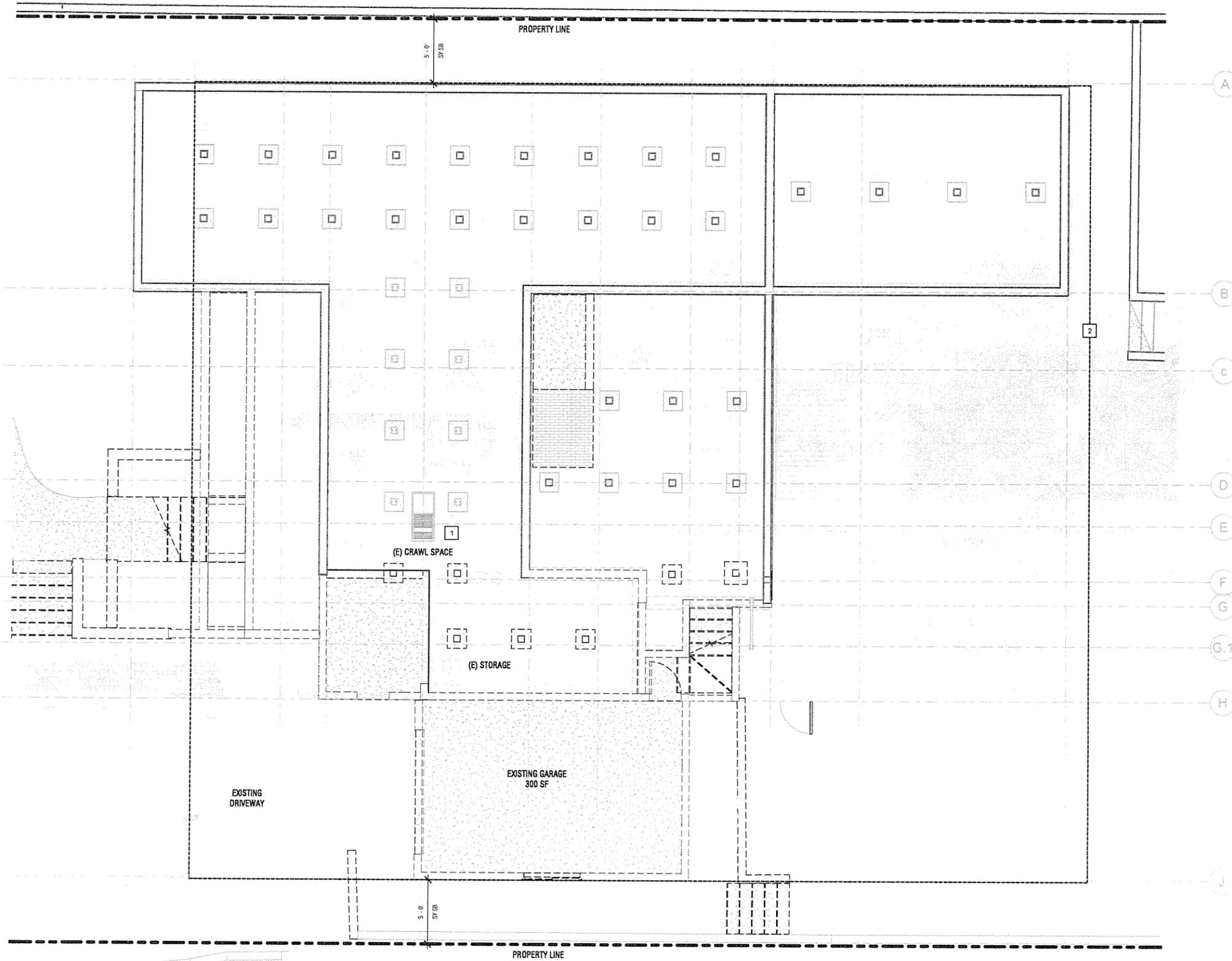
SHEET  
NO:

A100

1 SITE PLAN  
1/8" = 1'-0"



7/13/2021 11:08:04 AM



**DEMO PLAN KEY NOTES** XX

- 1 EXISTING FAU
- 2 -

**WALL LEGEND**

	NEW WALL
	EXISTING WALL TO REMAIN
	EXISTING WALL TO BE DEMOLISHED
	AREA TO BE ADDED

1 EXISTING GARAGE ⊕  
 1/4" = 1'-0"

PROJECT:  
 BARNES RESIDENCE:  
 ADDITION AND REMODEL

640 N. GRANADOS AVE,  
 SOLANA BEACH, CA 92075



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
 646 VALLEY AVENUE, SUITE A  
 SOLANA BEACH, CA 92075  
 T: 858.345.1295

CONSULTANT:

NO.	REVISION:	DATE:

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JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT  
 SHEET TITLE:  
 EXISTING GARAGE LEVEL PLAN

SHEET NO:  
A101

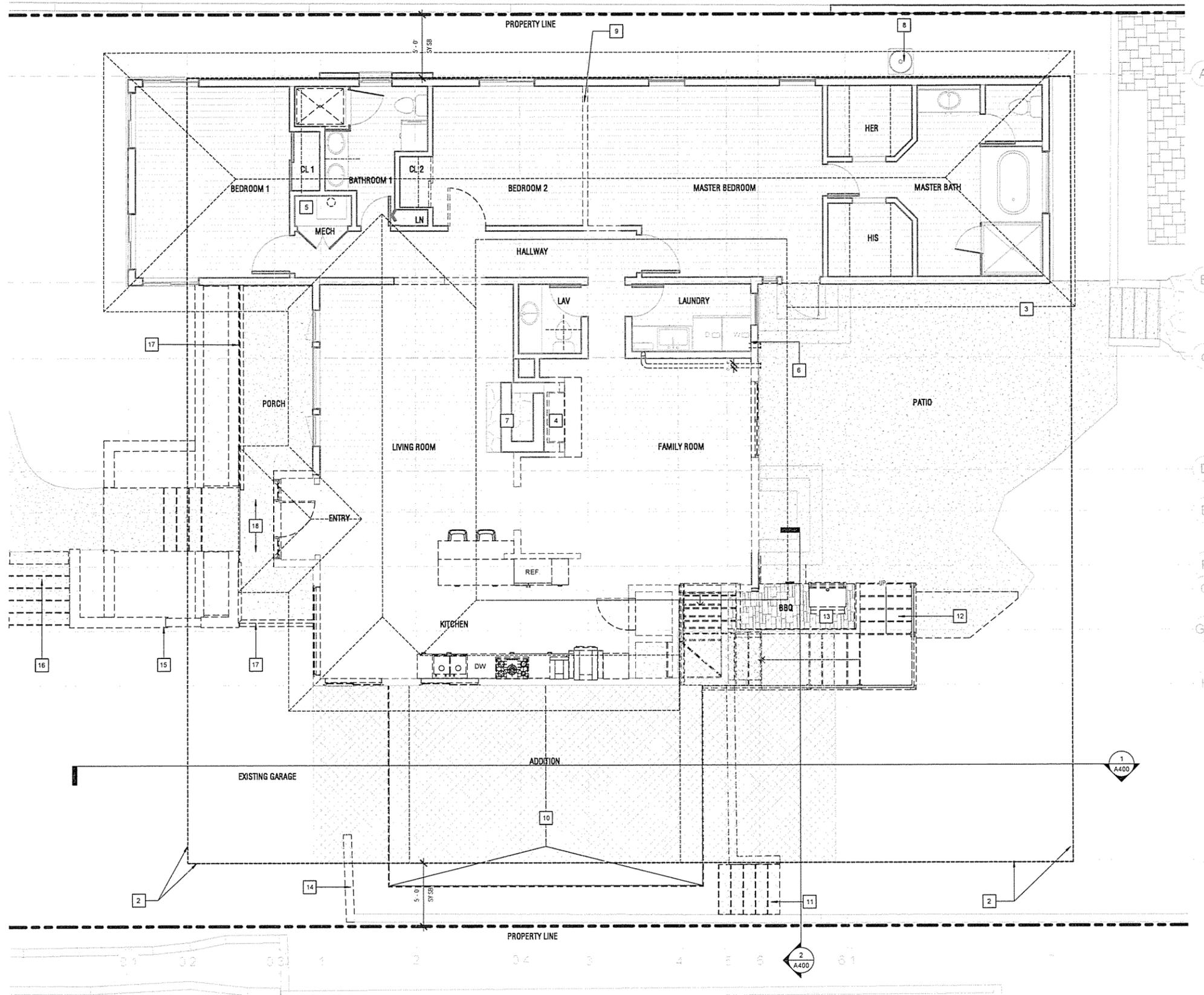
PROJECT:  
**BARNES RESIDENCE:  
 ADDITION AND REMODEL**

640 N. GRANADOS AVE,  
 SOLANA BEACH, CA 92075



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
 645 VALLEY AVENUE, SUITE A  
 SOLANA BEACH, CA 92075  
 T. 858.345.1295

CONSULTANT:



**DEMO PLAN KEY NOTES** [XX]

- 1 -
- 2 -
- 3 EXISTING ROOF OUTLINE
- 4 REMOVE EXISTING FIRE PLACE
- 5 EXISTING FAU UNIT TO REMAIN
- 6 EXISTING ROOF OUTLINE
- 7 EXISTING FIRE PLACE TO REMAIN - LIVING ROOM SIDE TO REMAIN
- 8 EXISTING AC UNIT TO REMAIN
- 9 REMOVE PARTITION WALL
- 10 REMOVE GARAGE ROOF
- 11 REMOVE EXTERIOR STAIR
- 12 REMOVE ROOF DECK STAIR
- 13 REMOVE BBQ
- 14 REMOVE FENCE
- 15 REMOVE RETAINING WALL
- 16 REMOVE SITE STAIR
- 17 REMOVE GUARDRAIL
- 18 REMOVE PORCH - PREP FOR NEW PORCH

NO:	REVISION:	DATE:

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STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	BARNES - 2020-01-07 - Permit Set
PHASE:	

**WALL LEGEND**

-  NEW WALL
-  EXISTING WALL TO REMAIN
-  EXISTING WALL TO BE DEMOLISHED
-  AREA TO BE ADDED

**DESIGN DEVELOPMENT**

SHEET TITLE:  
**EXISTING FIRST LEVEL PLAN**

SHEET NO:  
**A102**

**1 EXISTING FIRST LEVEL PLAN** 

1/4" = 1'-0"

7/13/2021 11:08:40 AM

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

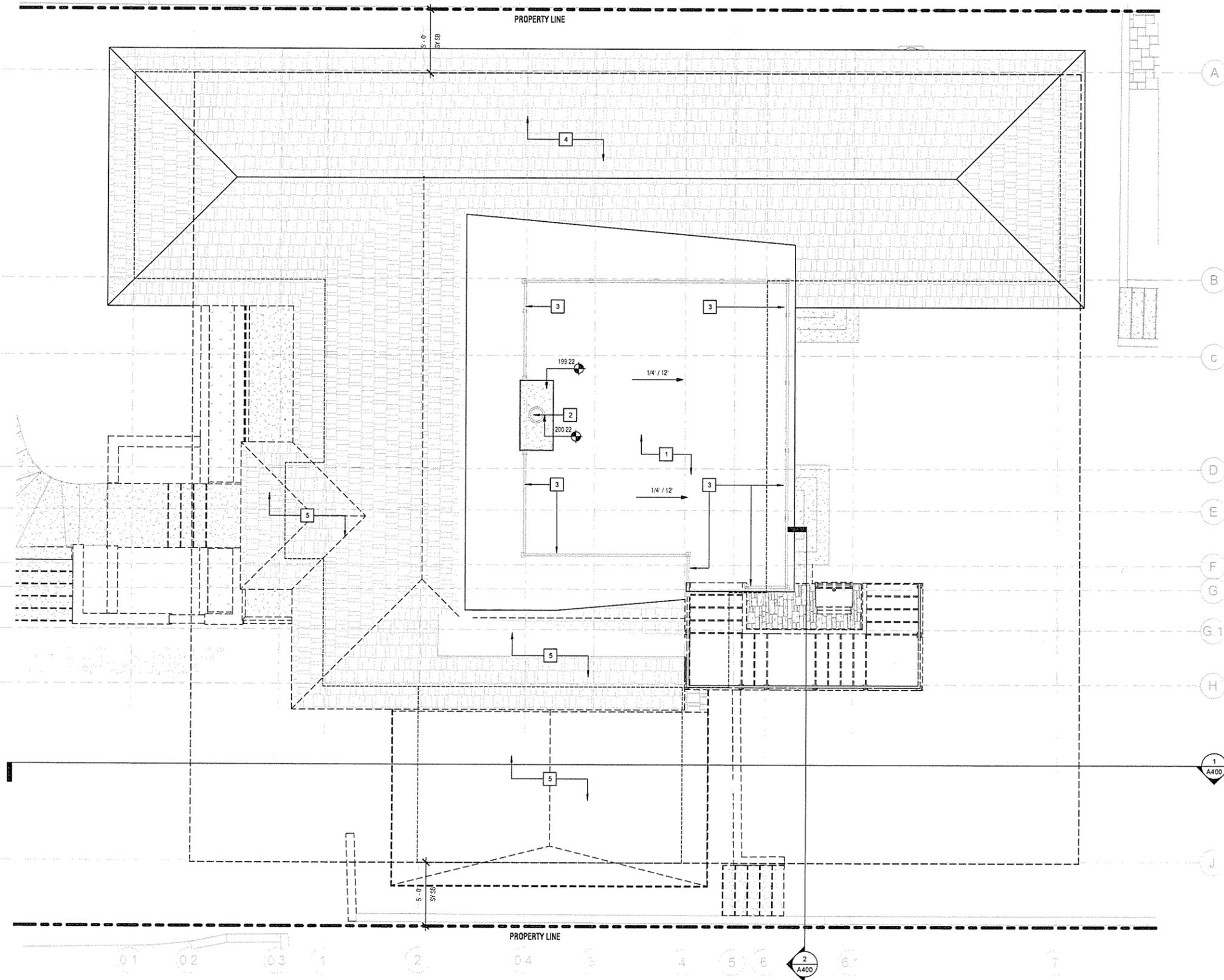
640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:



ROOF PLAN KEY NOTES [xx]

- 1 EXISTING ROOF DECK TO REMAIN
- 2 EXISTING CHIMNEY TO REMAIN
- 3 EXISTING GUARDRAIL TO REMAIN
- 4 EXISTING ROOF TO REMAIN
- 5 EXISTING ROOF TO BE REMOVED

NO.	REVISION:	DATE:
1	CoSB PLANNING DEPT	10/14/2020

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STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	07/19/19
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE:

EXISTING ROOF PLAN

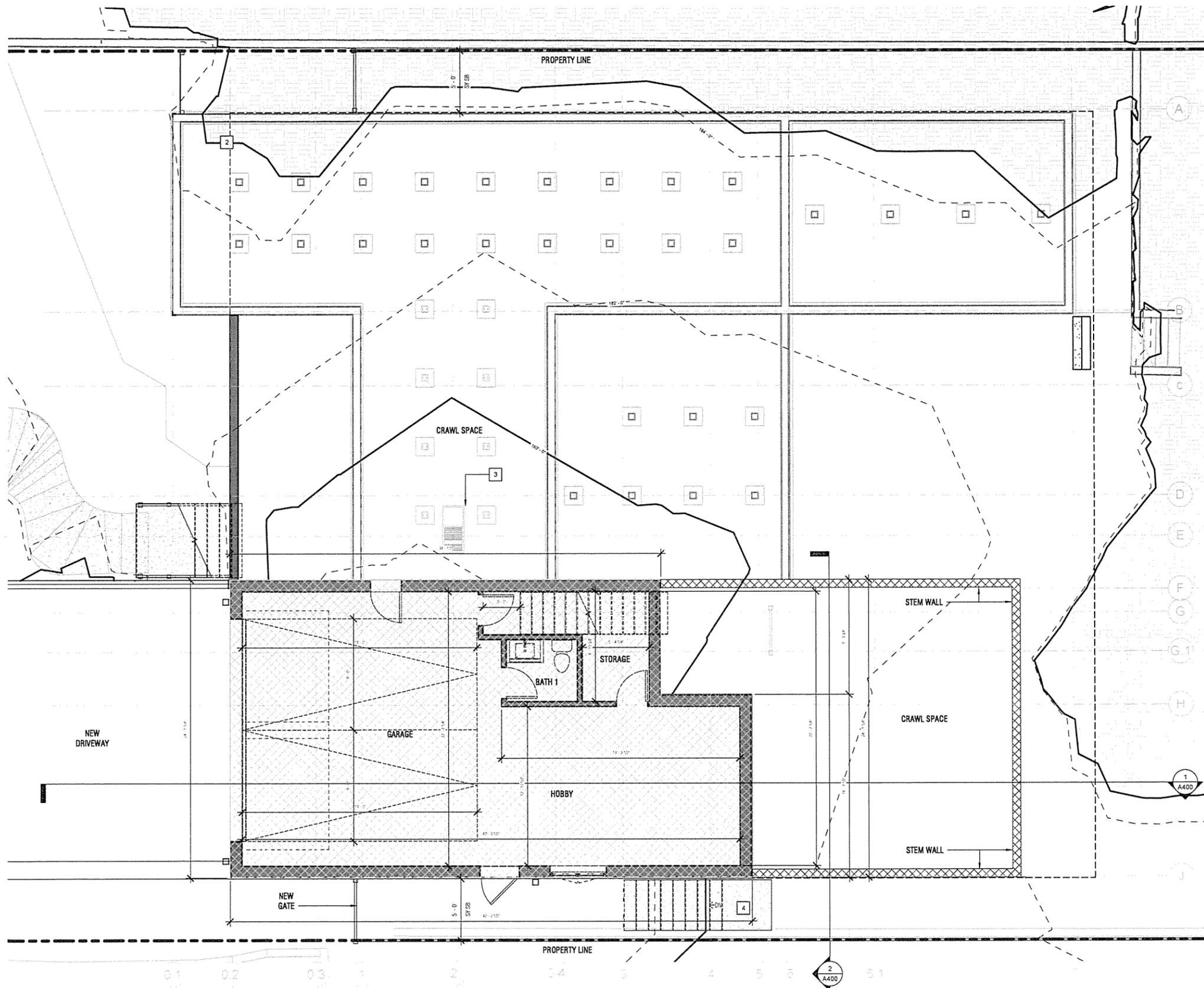
SHEET NO:

A103

1 EXISTING ROOF PLAN  
1/4" = 1'-0"



7/13/2021 11:08:49 AM



NOTE: ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.

**PROJECT:**  
**BARNES RESIDENCE:**  
**ADDITION AND REMODEL**

640 N. GRANADOS AVE,  
 SOLANA BEACH, CA 92075



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
 646 VALLEY AVENUE, SUITE A  
 SOLANA BEACH, CA 92075  
 T: 858.345.1295

**CONSULTANT:**

**GARAGE LEVEL KEY NOTES** xx

- 1 -
- 2 -
- 3 EXISTING FAU
- 4 NEW EXTERIOR STAIR

NO:	REVISION:	DATE:
2	CoSB PLANNING DEPARTMENT	12/04/2020

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STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

**DESIGN DEVELOPMENT**

SHEET TITLE:  
**PROPOSED GARAGE LEVEL PLAN**

SHEET NO:  
**A104**

**WALL LEGEND**

- NEW WALL
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- AREA TO BE ADDED

**1 PROPOSED GARAGE**

1/4" = 1'-0"



PROJECT:

# BARNES RESIDENCE: ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

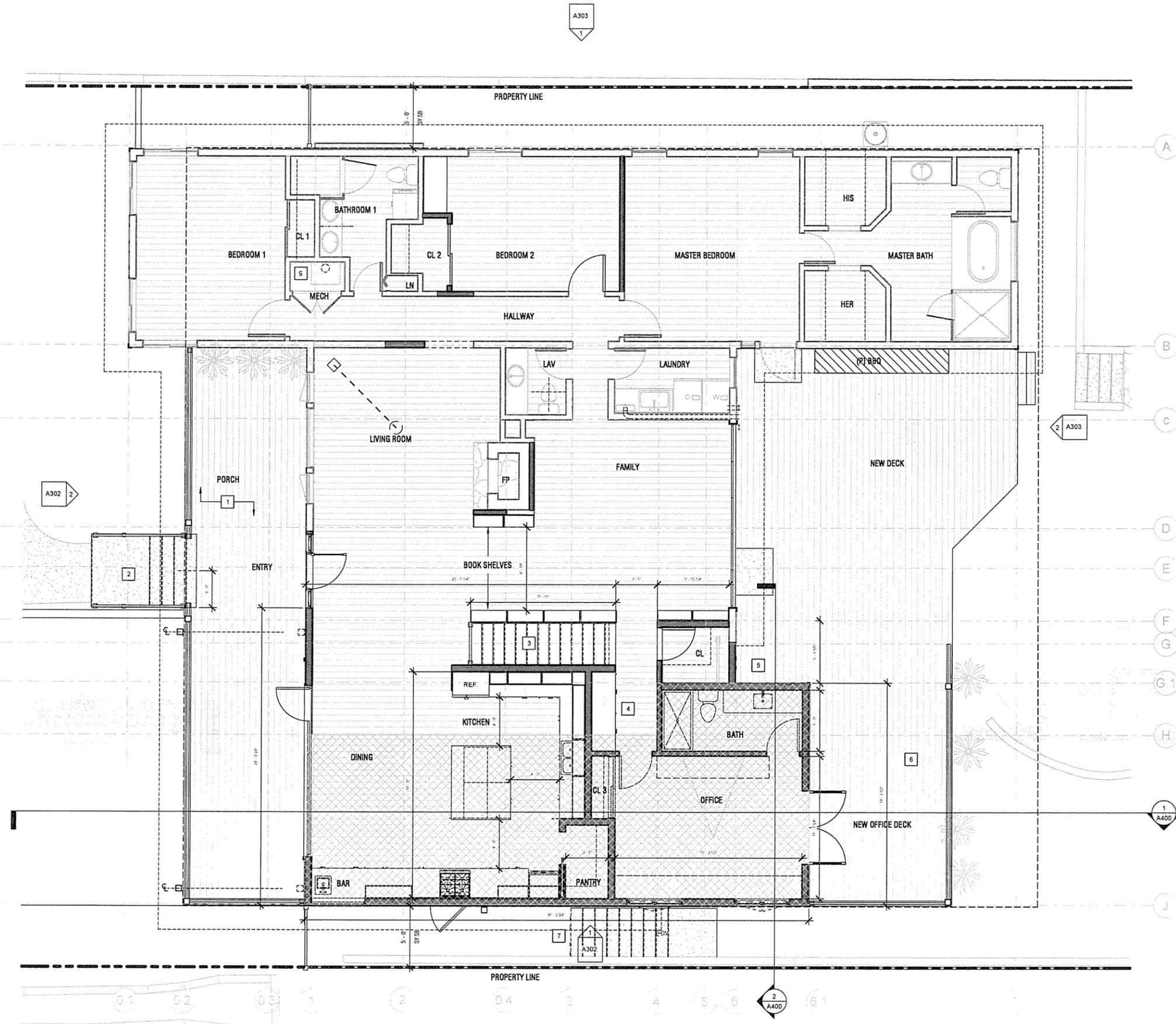
ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T. 858.345.1295

CONSULTANT:

NOTE: ALL DIMENSIONS ARE MEASURED FROM THE EXTERIOR WALL SURFACES.



### FLOOR PLAN KEY NOTES

- 1 NEW PORCH/ DECK
- 2 NEW EXTERIOR STAIR
- 3 NEW STAIR
- 4 OPEN STORAGE
- 5 NEW ROOF DECK STAIR
- 6 NEW DECK
- 7 NEW SITE STAIR

XX

NO.	REVISION:	DATE:
2	CoSB PLANNING DEPARTMENT	12/04/2020

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PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO.:	1920
DRAWN BY:	RV
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	Barnes - 2020-01-07 - Permit set
PHASE:	

### DESIGN DEVELOPMENT

SHEET TITLE:  
**PROPOSED FIRST LEVEL PLAN**

SHEET NO.:

# A105

### WALL LEGEND

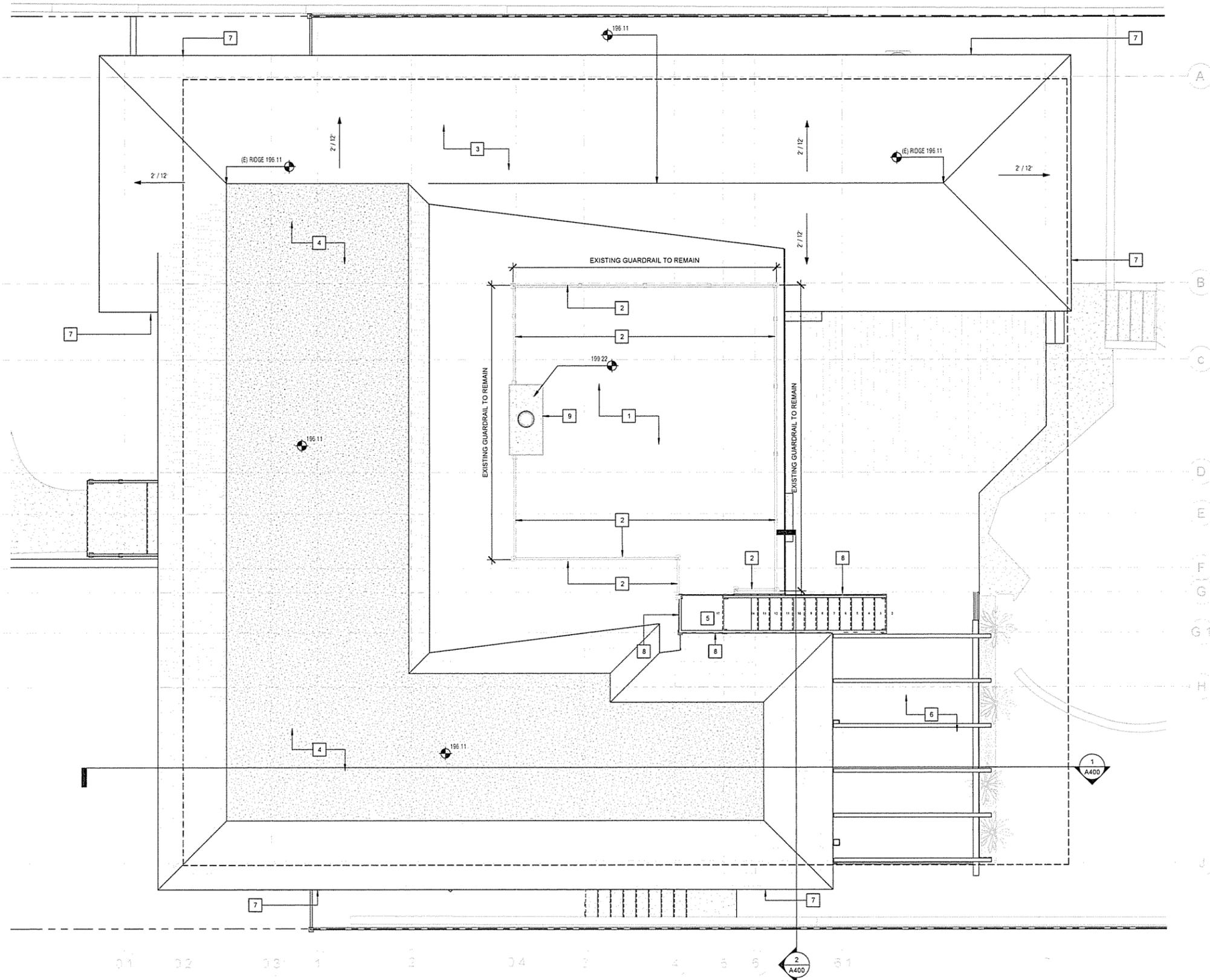
- NEW WALL
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE DEMOLISHED
- AREA TO BE ADDED

### 1 PROPOSED FIRST FLOOR

1/4" = 1'-0"



7/13/2021 11:09:08 AM



**ROOF PLAN KEY NOTES**

- 1 EXISTING ROOF DECK TO REMAIN
- 2 EXISTING RAILING
- 3 EXISTING ROOF TO REMAIN
- 4 NEW FLAT ROOF
- 5 NEW ROOF DECK STAIR
- 6 NEW TRELLIS
- 7 NEW DOWN SPOUT
- 8 NEW GUARDRAIL AT NEW STAIR AND NEW LANDING
- 9 EXISTING CHIMNEY AND SPARK ARRESTOR TO REMAIN

PROJECT:  
**BARNES RESIDENCE:  
 ADDITION AND REMODEL**  
 640 N. GRANADOS AVE,  
 SOLANA BEACH, CA 92075  
 ARCHITECT:  
**T7 Architecture**  
 T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
 646 VALLEY AVENUE, SUITE A  
 SOLANA BEACH, CA 92075  
 T. 858.345.1295  
 CONSULTANT:

NO.	REVISION:	DATE:
4	CoSB PLANNING DEPARTMENT	05/12/2021

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STAMP:

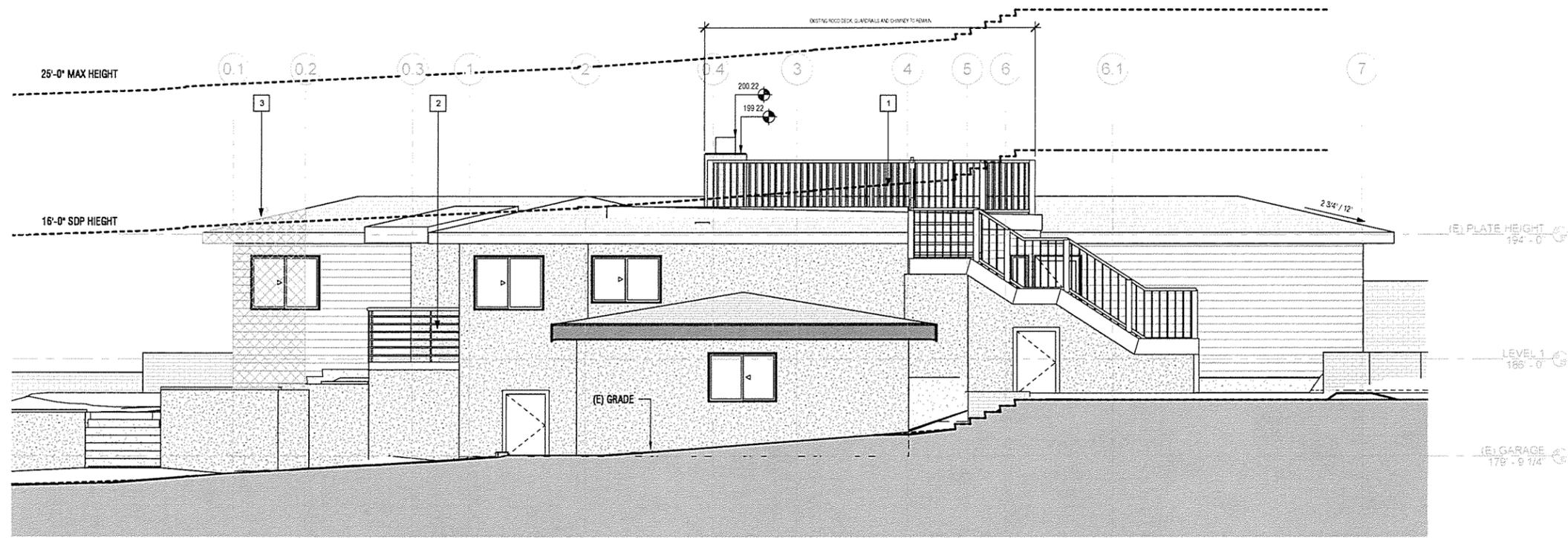
PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/05/19
PHASE:	

DESIGN DEVELOPMENT

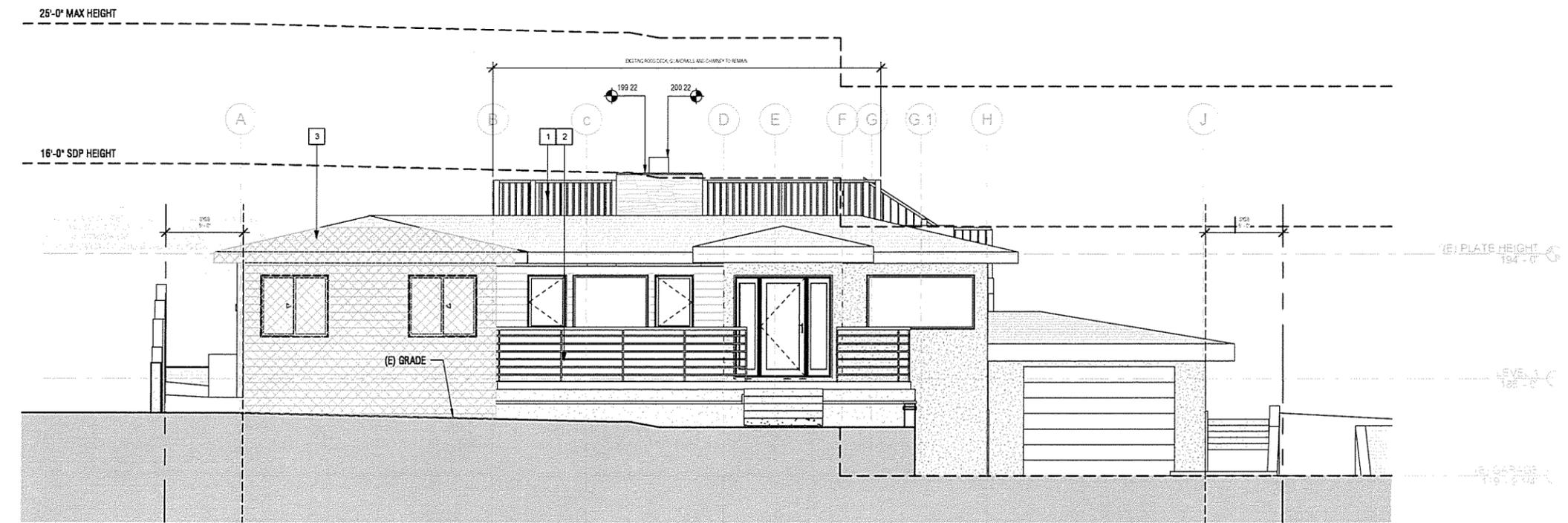
SHEET TITLE:  
**PROPOSED ROOF PLAN**

SHEET NO:  
**A106**  
 7/13/2021 11:09:20 AM





**1 EXISTING ELEVATION SOUTH**  
1/4" = 1'-0"



**2 EXISTING ELEVATION WEST**  
1/4" = 1'-0"

**ELEVATIONS KEY NOTES**

- 1 EXISTING ROOF DECK
- 2 EXISTING PORCH DECK
- 3 EXISTING NON-CONFORMING

PROJECT:  
**BARNES RESIDENCE:  
 ADDITION AND REMODEL**  
 640 N. GRANADOS AVE,  
 SOLANA BEACH, CA 92075  
 ARCHITECT:  
**T7 Architecture**  
 T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
 646 VALLEY AVENUE, SUITE A  
 SOLANA BEACH, CA 92075  
 T: 858.345.1295  
 CONSULTANT:

NO.	REVISION:	DATE:

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PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO.:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE:  
**EXISTING ELEVATIONS**

SHEET NO.:  
**A300**



**ELEVATIONS KEY NOTES**

- 1 EXISTING ROOF DECK
- 2 NEW ROOF TO MATCH THE EXISTING
- 3 NEW EXTERIOR STAIR
- 4 NEW GARAGE DOORS
- 5 EXISTING CHIMNEY AND SPARK ARRESTOR TO REMAIN

XX

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

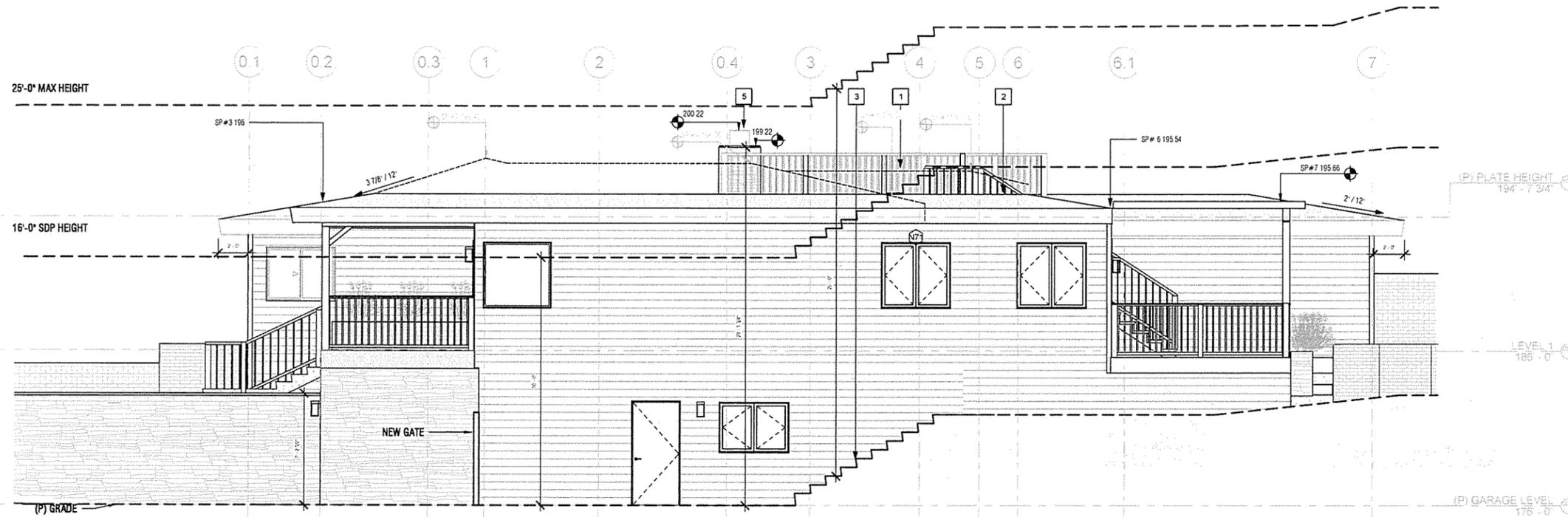
640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:

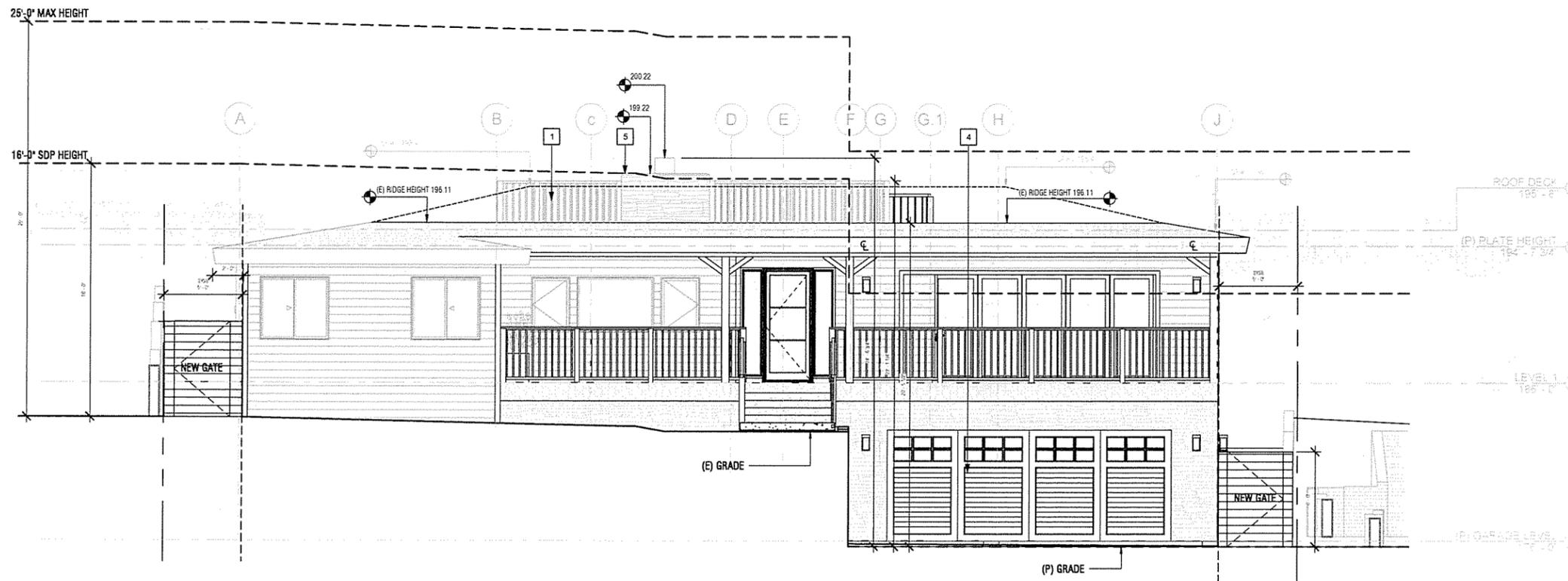


T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:



**1 PROPOSED ELEVATION SOUTH**  
1/4" = 1'-0"



**2 PROPOSED ELEVATION WEST**  
1/4" = 1'-0"

NO:	REVISION:	DATE:
4	CoSB PLANNING DEPARTMENT	05/12/2021

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JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

SHEET  
TITLE:

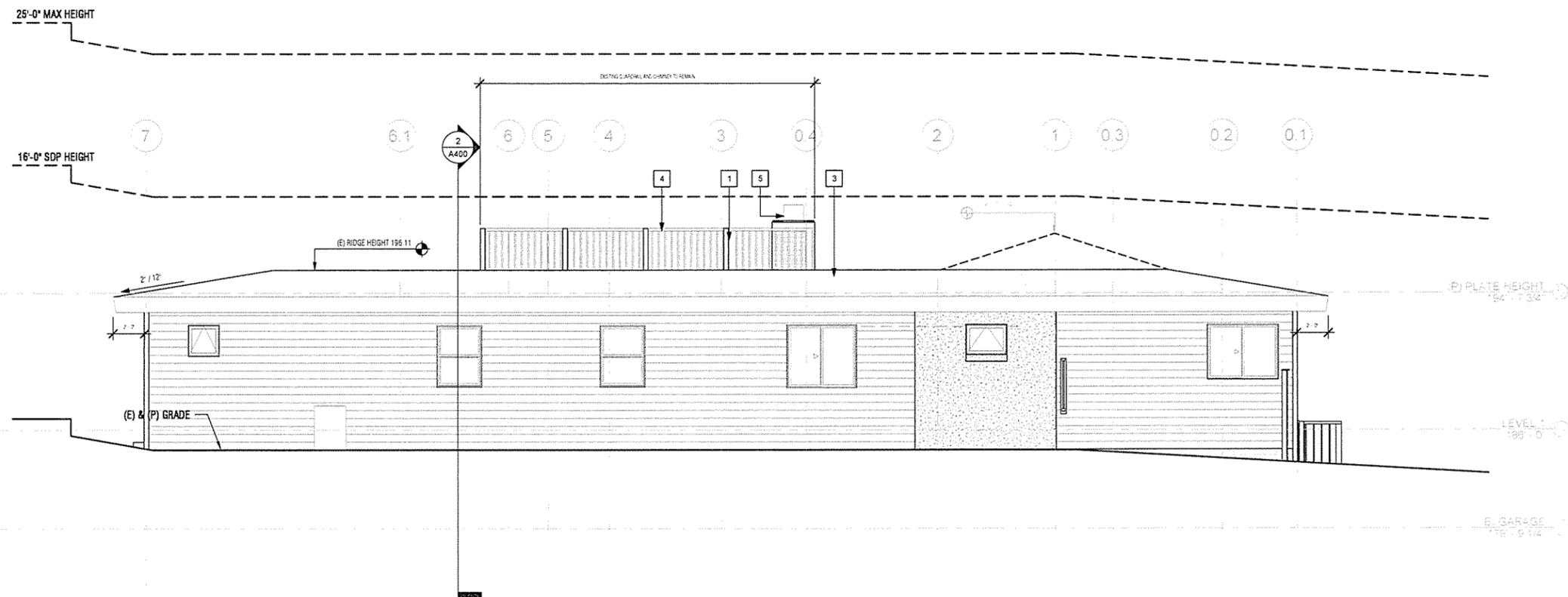
PROPOSED ELEVATIONS

SHEET  
NO:

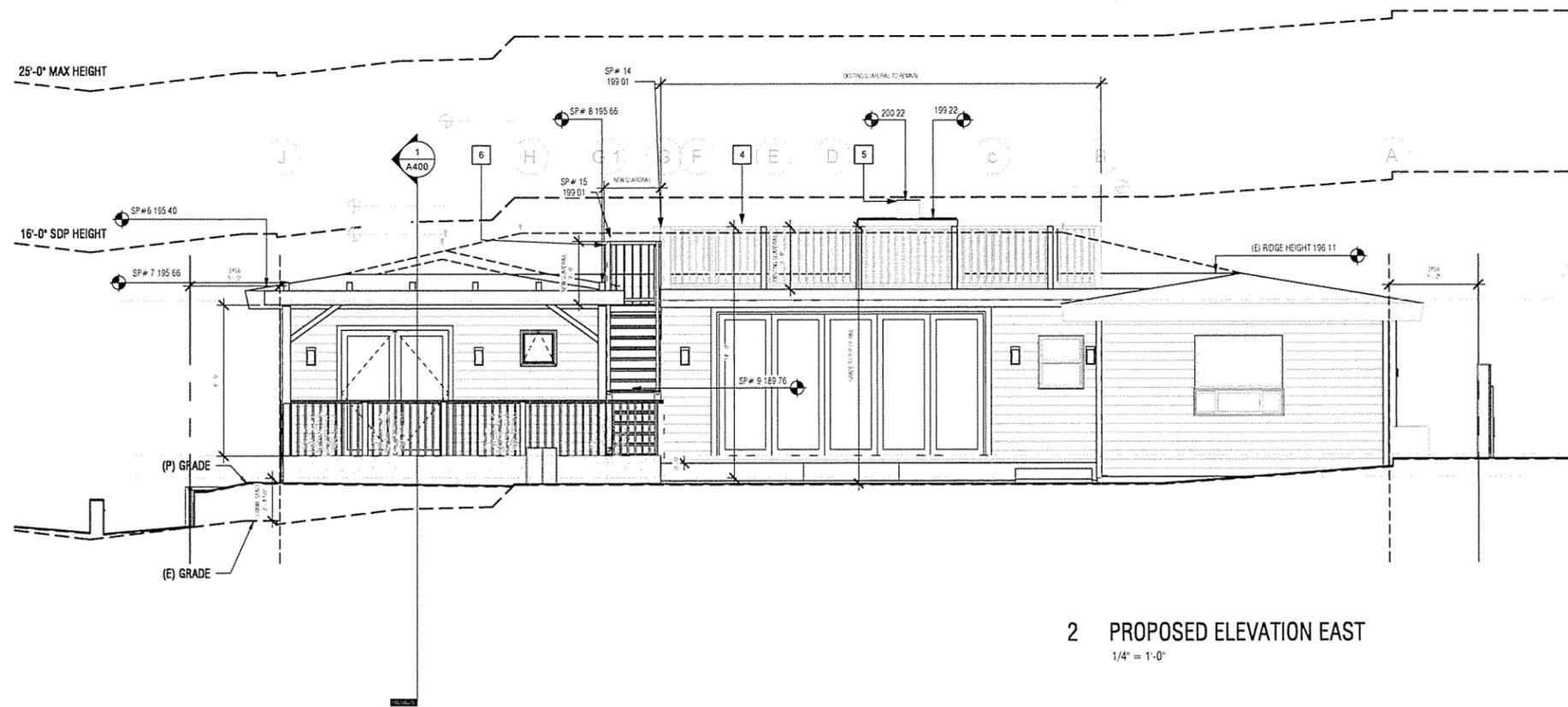
A302

7/13/2021 11:09:52 AM

WEST ELEVATION



1 PROPOSED ELEVATION NORTH  
1/4" = 1'-0"



2 PROPOSED ELEVATION EAST  
1/4" = 1'-0"

ELEVATIONS KEY NOTES

- 1 EXISTING ROOF DECK
- 2 NEW ROOF TO MATCH THE EXISTING
- 3 EXISTING ROOF DECK GUARDRAIL TO REMAIN
- 4 EXISTING ROOF DECK GUARDRAIL TO REMAIN
- 5 EXISTING CHIMNEY AND SPARK ARRESTOR TO REMAIN
- 6 NEW STAIR AND RAILING GUARDRAIL

PROJECT: XX

BARNES RESIDENCE:  
ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:

NO:	REVISION:	DATE:
4	CoSB PLANNING DEPARTMENT	05/12/2021

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JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE:  
PROPOSED ELEVATIONS

SHEET NO:  
A303

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

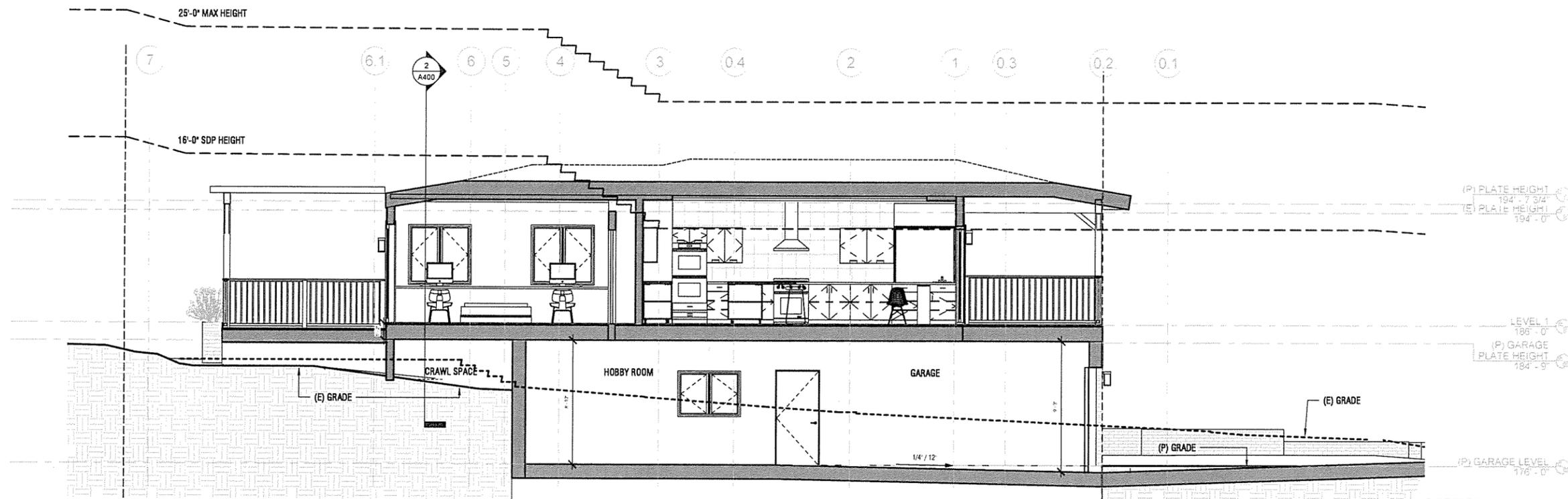
640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T. 858.345.1295

CONSULTANT:



1 SECTION 1  
1/4" = 1'-0"

SECTION GENERAL NOTES

- A. FINISH FLOOR ELEVATIONS CALL-OUTS ARE SHOWN FROM TOP OF STRUCTURAL SLAB (TOS) OR SOP OF STRUCTURAL SHEATHING (TOSS)
- B. SEE A300 SERIES FOR EXTERIOR ELEVATIONS AND EXTERIOR FINISH NOTES.

NO:	REVISION:	DATE:
4	CoSB PLANNING DEPARTMENT	05/12/2021

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DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

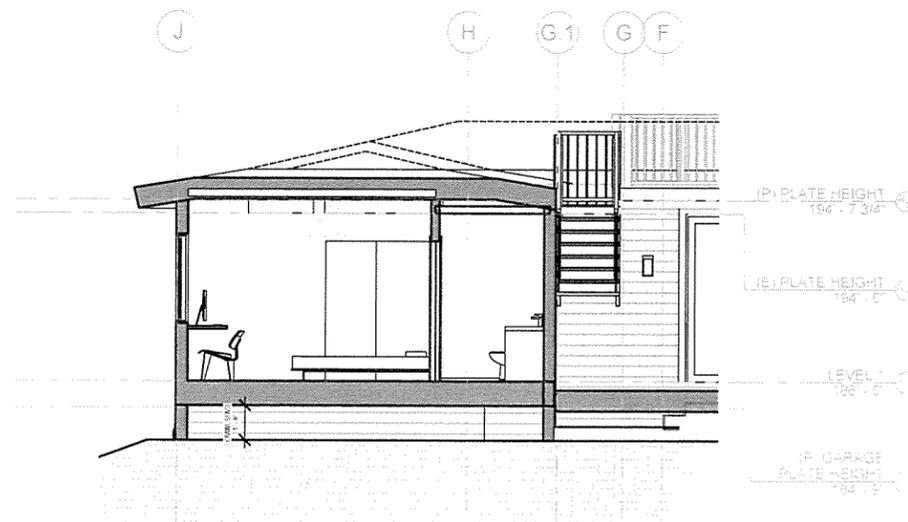
SHEET  
TITLE:

SECTIONS

SHEET  
NO:



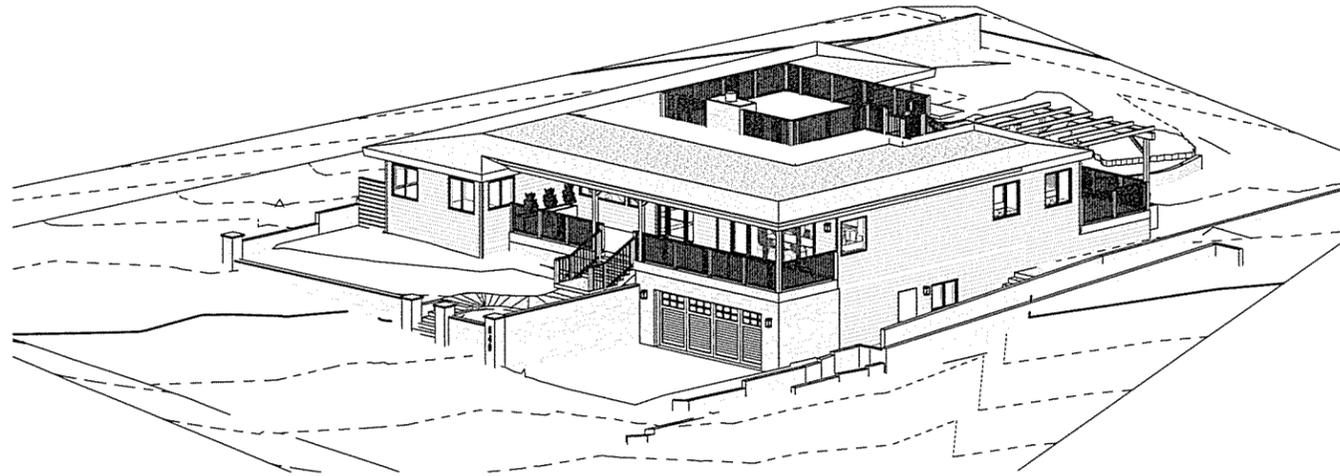
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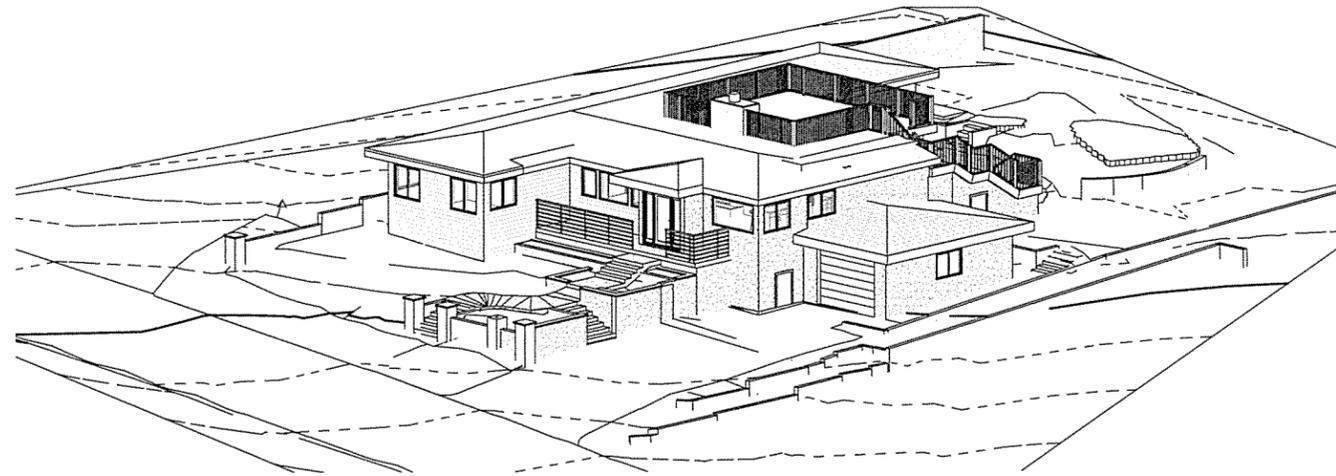
SECTION KEY NOTES



2 SECTION 2  
1/4" = 1'-0"



1 | 3D VIEW 1- PROPOSED



2 | 3D VIEW 1- EXISTING

PROJECT:

BARNES RESIDENCE:  
ADDITION AND REMODEL

640 N. GRANADOS AVE,  
SOLANA BEACH, CA 92075

ARCHITECT:



T7 ARCHITECTURE, INC. - ANDREW E. CROCKER, AIA  
646 VALLEY AVENUE, SUITE A  
SOLANA BEACH, CA 92075  
T: 858.345.1295

CONSULTANT:

NO.	REVISION:	DATE:

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STAMP:

PROJECT NAME:	BARNES RESIDENCE: ADDITION AND REMODEL
JOB NO:	1920
DRAWN BY:	NR
CHECKED BY:	AC
ISSUE DATE:	09/21/19
DRAWING FILE:	09/06/19
PHASE:	

DESIGN DEVELOPMENT

SHEET TITLE: 3D VIEWS

SHEET NO: A900



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** City Manager's Department  
**SUBJECT:** **Council Consideration and Discussion of Proposed Building Electrification and Electric Vehicle Charging Infrastructure Amendments to the 2019 Edition of the California Building Standards Code that Would Exceed the Minimum Energy Efficiency Standards Established by the State (Reach Codes)**

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### **BACKGROUND:**

State law establishes a process which allows local adoption of energy standards that are more stringent than the statewide standards. For energy standards specifically, there is an added requirement that the California Energy Commission (CEC) approve the local amendment and find that the standards will be cost effective and require buildings to be designed to consume no more energy than permitted by Title 24. These local amendments to energy standards are called "Reach Codes" because they are reaching beyond the minimum requirements with the goal of decreasing greenhouse gas (GHG) emissions.

On June 23, 2021, the City Council (Council) directed Staff to bring forward potential Reach Code recommendations that would apply to new construction and major remodels. Council also directed that the Reach Code recommendations should be specific to the electrification of air heating systems, water heating systems and clothing dryers; the requirement to install photovoltaic systems on new commercial construction; and the addition of Electric Vehicle (EV) infrastructure during new construction.

Staff engaged the Building Decarbonization Coalition to research best practices and Reach Codes adopted by other jurisdictions in California to develop recommendations for Council to consider and provide direction which are contained in Attachment 1.

CITY COUNCIL ACTION:

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This item is before the City Council for discussion and to provide direction to Staff regarding the development of Building Electrification and Electric Vehicle (EV) Charging Infrastructure Reach Codes.

## **DISCUSSION:**

Agencies that adopt Reach Codes must submit to the CEC: (1) the proposed energy standards; (2) the local jurisdiction's findings and supporting analyses on the energy savings and cost effectiveness of the proposed energy standards; (3) a statement or finding by the local jurisdiction that the local energy standards will require buildings to be designed to consume no more energy than permitted by Title 24, Part 6; and (4) any findings, determinations, declarations or reports, including any necessary California Environmental Quality Act (CEQA) document.

The recommendations in Attachment 1 are ones that meet the cost-effectiveness and local energy standards requirements. In other words, the cost-effectiveness studies already exist for this climate zone for the recommendations proposed in Attachment 1, so the City would not have to expend any additional financial resources to conduct new cost-effectiveness studies should Council give direction to move the proposed recommendations forward in the Reach Code adoption process.

The third column in Attachment 1 also outlines some considerations for Council for the proposed measures. Here is a summary of the proposed requirements:

1. Newly constructed commercial properties must include an on-site solar electricity generation system of 3kW or more.
2. In new construction, all space conditioning, water heating (including pools and spas) and clothes dryers will be electric only.
3. All new construction must include raceways (or conductors) and electrical capacity for future electrification of all non-electric appliances. Electric ready measures include panel capacity and raceways from the electrical panel(s) to the location of each gas outlet sufficiently sized to meet future electric power requirements at the time of construction so that wall penetrations and demolition work is avoided or minimized when the gas-powered systems and appliances are converted to electric-powered systems.
4. Expand infrastructure requirements for EV's in new construction as follows:
  - a. Single Family Residential: 1 designated parking space pre-wired and ready for 240V (level 2) electric vehicle charging equipment (EVSE) installation. Exception: no charger required for an ADU with no parking space.
  - b. Multifamily Residential and Hotels: At least 25% of parking spaces will be equipped with functional 240V (level 2) EVSE. Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric

panel capacity shall be provided to make an additional 25% of parking spaces EVSE ready.

- c. All Other Non-Residential: At least 15% of parking spaces will be equipped with functional 240V (level 2) EVSE. Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric panel capacity shall be provided to make an additional 15% of parking spaces EVSE ready.

### Substantial Remodel Considerations

Because Solana Beach is a relatively built-out community, much of the construction activity in the City consists of remodels to existing homes and buildings rather than entirely new construction. Remodels can vary in scope and degree from minor alterations to significant construction work such that many jurisdictions in California categorize and/or explicitly define them as “substantial remodels.” If a construction project reaches the threshold of a “substantial remodel,” then certain California Building Code requirements would apply to the project including applicable reach codes as well as the current California Building Code requirement to install photovoltaic (PV) systems on new single family residential construction.

There are various ways in which a “substantial remodel” can be defined that would trigger some or all of the building electrification requirements being considered. Some jurisdictions rely on valuations of a certain dollar amount and others rely on the square footage of a structure being altered. By selecting a more expansive definition, jurisdictions have greater opportunity to apply an adopted reach code thereby lowering GHG emissions since they can require more households to install photovoltaic systems and/or other electrification requirements. However, if the definition is too broad, then remodeling costs and requirements could become too burdensome to homeowners who might otherwise consider a home improvement project.

Given the differing size and scope of remodel projects, the definitions of substantial remodels for both single family residential and commercial and multifamily development would necessarily be different. Additionally, as noted above, given that a PV system is now required for all new single family home construction, Council may also want to consider requiring such a system for “substantial remodels” of single family homes in addition to requiring adopted building electrification reach codes for such remodels.

In Attachment 1, the Building Decarbonization Coalition has provided suggested “new construction” definitions that would trigger the building electrification requirements (i.e., space heating, water heating or clothes dryers and EV charging). Similarly, such a definition could also be applied to the requirement to install a PV system. Such a definition should be carefully evaluated to ensure that the extent and potential cost of a proposed remodel is not precluded by the requirement to install the building electrification and/or PV system required under a newly adopted reach code.

As contained in Attachment 1, the Building Decarbonization Coalition has suggested the following “substantial remodel” definitions:

- New construction for single family includes newly constructed additions over 500 square feet or improvements in existing buildings where more than 50% of exterior walls of the existing structure is being remodeled.
- For commercial and multifamily projects, newly constructed additions of larger than 2,000 square feet or existing building improvements valued at more than \$1,000,000 shall comply.
- For the electrification specific measure, the reach code applies if the scope of the remodel includes replacing space heating, water heating or clothes dryers.

These definitions are intended as a starting point for discussion, input and further evaluation. It should also be noted that a potential definition for “substantial remodel” may be established to apply to these reach code items only or could also be used as a standard definition that could be applied citywide to determine whether certain projects require only a ministerial (building) permit versus a discretionary permit.

Community Input – The Climate Action Commission (CAC) has discussed Building Electrification Reach Code options at their regularly scheduled monthly meetings and the public has had the opportunity to comment at these meetings following the standard public speaker protocols. The CAC also helped coordinate a community workshop earlier this year to educate and inform the community about the topic and to hear input and feedback. Based on the information from this workshop, Staff also presented similar information directly to the City’s Business Liaison Committee. Staff can be prepared to conduct further outreach to various groups if so directed by Council.

Climate Action Commission Input – The CAC held a special meeting on Wednesday, August 11<sup>th</sup> to discuss and respond to the recommendations outlined in Attachment 1. The recommendations were first reviewed by the CAC Decarbonization Strategies Subcommittee and they summarized their comments (Attachment 2) for the entire CAC Commission. After hearing public input and the Decarbonization Strategies Subcommittee’s analysis, the CAC voted to support the measures proposed in Attachment 1 as a minimum and to encourage Council to go even further by considering the recommendations made by the Decarbonization Strategies Subcommittee in Attachment 2.

### **CEQA COMPLIANCE STATEMENT:**

This discussion item is not a project as defined by CEQA, because Staff is only seeking direction from Council. If Council directs Staff to develop any reach code drafts, then Staff will assess CEQA considerations at that time.

**FISCAL IMPACT:**

There is no fiscal impact for this Staff Report.

**WORK PLAN:**

This item is included in the Environmental Sustainability section of the FY 2021/2022 Work Plan.

**OPTIONS:**

- Direct Staff to prepare a detailed draft Reach Code for consideration.
- Direct Staff to delay reach code development until more information is gathered.
- Direct Staff to conduct additional outreach.
- Provide additional direction, as necessary.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council discuss and provide direction to Staff regarding the development of Building Electrification and Electric Vehicle Charging Infrastructure Reach Codes.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Sample Reach Code Ordinances
2. CAC Decarbonization Strategies Subcommittee Recommendations

## MEASURES FOR CONSIDERATION IN A SOLANA BEACH REACH CODE

These standards are proposed to apply to all newly constructed buildings and substantial remodels in Solana Beach. The standards will ensure that new construction within the City is healthier for occupants, has a reduced greenhouse gas impact, and can result in operational cost savings over the life of the building.

Topic	Proposed Requirements	Considerations
<p><b>PV on new commercial building construction</b></p>	<ul style="list-style-type: none"> <li>● <u>Proposed Requirement:</u> Newly constructed commercial properties require an on-site solar electricity generation system of 3kW or more.</li> <li>● <u>Background:</u> Solar photovoltaic technology can offset the electricity needs for new buildings in support of climate action goals and local system reliability.</li> <li>● <u>Cost implications:</u> Solar photovoltaic systems on new commercial construction are cost effective across modeled non-residential scenarios including retail buildings, office buildings and hotel buildings. Solar is already required by the state energy code for low rise residential buildings.</li> <li>● <u>Greenhouse gas impacts:</u> The amount of GHG savings varies by the size of the characteristics of the building and the size of the solar system.</li> </ul>	<ul style="list-style-type: none"> <li>● A minimal system (3kW) up through a larger system (80kW) can be required cost effectively.</li> <li>● Carlsbad requires: <ul style="list-style-type: none"> <li>○ 10,000 sf and above: 15 kilowatts direct current (kWdc) per 10,000 square feet</li> <li>○ Buildings &lt;10,000 square feet: minimum 5-kilowatt system</li> </ul> </li> <li>● Scale of solar requirements depends on electrification requirements. The more systems that are electrified, the more cost-effective solar becomes. <ul style="list-style-type: none"> <li>○ If multifamily were all-electric construction they too could be required to install solar.</li> </ul> </li> </ul>
<p><b>Energy Reach Code - Water, Heating, Dryer Systems</b></p>	<ul style="list-style-type: none"> <li>● <u>Proposed Requirement:</u> In new construction, all space conditioning, water heating (including pools and spas) and clothes dryers will be electric only.</li> <li>● <u>Background:</u> More than 80 percent of a building's energy use relates to heating/cooling space and heating water. Natural gas is fossil fuel that is typically used for drying clothes, heating space and water for building occupants. As allowed for under the state energy code (title 24, part 6), cities can adopt reach codes to meet specific needs within their community. This measure would also reduce future</li> </ul>	<ul style="list-style-type: none"> <li>● Most cities have stayed mute on outdoor propane use</li> <li>● Santa Monica, among others, includes pools and spas in water heating definition and requires solar thermal water heating and/or heat pumps for those applications as well.</li> <li>● Other impacts to consider when evaluating this measure:</li> </ul>

	<p>greenhouse gas emissions and help the City reach its climate action goals.</p> <ul style="list-style-type: none"> <li>● <u>Cost implications:</u> Based on studies conducted by the statewide Codes and Standards Team, electrifying the above listed building systems and appliances is cost-effective.</li> <li>● <u>Greenhouse gas impacts:</u> According to the 2018 RMI report, <i>The Economics of Electrifying Buildings</i>, 87% of building end use emissions come from space and water heating. Please note: this number does not account for the methane leakage from gas infrastructure.</li> </ul>	<ul style="list-style-type: none"> <li>○ indoor and outdoor air quality impacts</li> <li>○ occupant and public safety</li> <li>○ resilience.</li> </ul> <ul style="list-style-type: none"> <li>● The largest cost saving opportunity identified in the study was that of avoided gas infrastructure.</li> </ul>
<p><b>Electric Readiness</b></p>	<ul style="list-style-type: none"> <li>● <u>Proposed Requirement:</u> Add raceways and electrical capacity for future electrification of all non-electric appliances. Electric ready measures include panel capacity and raceways (or conductors) from the electrical panel(s) to the location of each gas outlet sufficiently sized to meet future electric power requirements at the time of construction so that wall penetrations and demolition work is avoided at or minimized when the gas-powered systems and appliances are converted to electric-powered systems.</li> <li>● <u>Background:</u> This measure is intended to simplify and reduce the cost of future natural gas to electric retrofits. In some cases, electric appliances require more room in the building than natural gas appliances and a source of outside air. Designing and constructing for the future electrification of appliances during initial construction reduces the cost and potential installation delays sometimes associated with natural gas to electric retrofits.</li> <li>● <u>Cost implications:</u> This measure does have a relatively small upfront cost implication and potentially significant future retrofit cost avoidance. No energy savings comes directly from this measure so there are no operational cost impacts.</li> </ul>	<ul style="list-style-type: none"> <li>● If action is not taken, retrofit costs will be higher for future homeowners.</li> <li>● Dozens of cities have added electric readiness to their codes and there is a proposed statewide requirement anticipated to take effect January 1, 2023.</li> <li>● If water heating is not included in the reach code, design requirements (including a designated installation location) should be included in this language to allow for the conversion to heat pump water heaters.</li> </ul>

	<ul style="list-style-type: none"> <li>● <u>Greenhouse gas impacts</u>: There are no direct greenhouse gas emission reductions associated with this measure.</li> </ul>	
<p><b>EV Infrastructure</b></p>	<ul style="list-style-type: none"> <li>● <u>Proposed Requirement</u>: Expand Infrastructure Requirements for Electric Vehicles in New Construction. <ul style="list-style-type: none"> <li>○ <i>Single Family Residential</i>: designated parking space pre-wired and ready for 240V (level 2) EVSE installation. Exception: no charger required for an ADU with no parking space.</li> <li>○ <i>Multifamily Residential and Hotels</i>: At least 25% of parking spaces will be equipped with functional 240V (level 2) electric vehicle charging equipment (EVSE). Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric panel capacity shall be provided to make an additional 25% of parking spaces EVSE ready.</li> <li>○ <i>All Other Non-Residential</i>: At least 15% of parking spaces will be equipped with functional 240V (level 2) electric vehicle charging equipment (EVSE). Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric panel capacity shall be provided to make an additional 15% of parking spaces EVSE ready.</li> </ul> </li> <li>● <u>Background</u>: Currently, the state green building code requires all new dwelling units and commercial/office buildings to include installation of conduit or other electrical improvements for <i>future</i> installation of electric vehicle charging infrastructure. As allowed for under the green</li> </ul>	<ul style="list-style-type: none"> <li>● There are 3 levels of charging: Level 1 or 110V is the slowest taking approximately 8-12 hours from empty to a full charge, Level 2 or 220V which takes approximately 6-8 hours from empty to full, and Level 3 fast charging (480V) which is the fastest and most expensive.</li> <li>● There are 3 levels of EV requirements referred to in the building code: <ul style="list-style-type: none"> <li>○ <i>EV capable</i> which still needs conduit, outlets, etc</li> <li>○ <i>EV ready</i> which an EVSE can be directly plugged into</li> <li>○ <i>EVSE or EV charger</i> is a functional device</li> </ul> </li> <li>● There is growing consensus that the 100% access for multifamily buildings, which <a href="#">Peninsula Clean Energy/Silicon Valley Clean Energy's</a> code encourages, is the best in class standard.</li> <li>● Encinitas requires: <ul style="list-style-type: none"> <li>○ <i>Single Family Residential</i>: pre-wired and ready for EVSE installation</li> </ul> </li> </ul>

	<p>building code (title 24, part 11 the section in which electric vehicle regulation is covered), cities can adopt reach codes to meet specific needs within their community.</p> <ul style="list-style-type: none"> <li>● <u>Cost implications:</u> Initial costs vary based on the selected technology, location and whether or not the parking infrastructure is new or existing. However, installing all of the panels and underground work at the time of initial construction is the least expensive option compared to future retrofit costs.</li> <li>● <u>Greenhouse gas impacts:</u> On a per parking space basis, as part of the 2019 CALGreen EV code development, the California Air Resources Board estimated between 8 and 17 metric tons in avoided greenhouse gas emissions annually per EV ready multifamily space in 2025.</li> </ul>	<ul style="list-style-type: none"> <li>○ <i>Multifamily Residential and Hotels:</i> At least 15% of parking spaces will be equipped with a functional EVSE.</li> <li>○ <i>Non-Residential:</i> At least 8% of parking spaces will be equipped with a functional EVSE. (this includes additions and alterations greater than 10,000 square feet.)</li> <li>● Some jurisdictions have exceptions or waiver process to protect against excessive costs, for example where a reasonable cost estimate in excess of \$4,500/space is shown.</li> </ul>
<p><b>New Construction definition</b></p>	<ul style="list-style-type: none"> <li>● <u>Proposed Requirement:</u> For the purposes of the reach code measures outlined above, new construction for single family includes newly constructed additions over 500 square feet or improvements in existing buildings where more than 50% of exterior walls of the existing structure is being remodeled. For commercial and multifamily projects, newly constructed additions of larger than 2,000 square feet or existing building improvements valued at more than \$1,000,000 shall comply. For the electrification specific measure, the reach code applies if the scope of the remodel includes replacing space heating, water heating or clothes dryers.</li> <li>● <u>Background:</u> The intent of this definition is to clarify the scope and implementation of the proposed reach code measures.</li> <li>● <u>Cost implications:</u> Costs are addressed under individual measures above.</li> <li>● <u>Greenhouse gas impacts:</u> Impacts in general are addressed under individual measures above. More existing building</li> </ul>	<ul style="list-style-type: none"> <li>● In a review of what jurisdictions have adopted, the definition can range from 50% -75% of floor area and/or exterior wall. Some jurisdictions followed FEAM and used valuation.</li> <li>● Carlsbad applies their PV reach code to all new construction and alterations based on project size (&gt;2000 square feet) or value (&gt;\$1,000,000).</li> </ul>

	projects that add PV, EV charging and electric appliances should result in additional greenhouse gas savings.	
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# CAC DECARB STRATEGIES SUBCOMMITTEE COMMENTS ON MEASURES FOR CONSIDERATION IN A SOLANA BEACH REACH CODE

These standards are proposed to apply to all newly constructed buildings and substantial remodels in Solana Beach. The standards will ensure that new construction within the City is healthier for occupants, has a reduced greenhouse gas impact, and can result in operational cost savings over the life of the building.

<b>Topic</b>	<b>Proposed Requirements</b>	<b>Considerations</b>
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**PV on new commercial building construction**

- Proposed Requirement: Newly constructed commercial properties require an on-site solar electricity generation system of 3kW or more.
- Background: Solar photovoltaic technology can offset the electricity needs for new buildings in support of climate action goals and local system reliability.
- Cost implications: Solar photovoltaic systems on new commercial construction are cost effective across modeled non-residential scenarios including retail buildings, office buildings and hotel buildings. Solar is already required by the state energy code for low rise residential buildings.
- Greenhouse gas impacts: The amount of GHG savings varies by the size of the characteristics of the building and the size of the solar system.

**Subcommittee Recommendation:**

**—Are 2019 Cal Energy Code requirements and exceptions to PV included in the proposed requirements?**

**—We recommend that most of the standard exceptions be eliminated.**

**— We're concerned about the adequacy of Note Encinitas Nonresidential PV (includes hotel/motel):**

**10,000 sq ft or more floor area = 15Kw per 10,000 square feet**

**Under 10,000 sq ft = Minimum 5Kw system (with other alts)**

**— San Mateo = 2 watts/sq'**

- A minimal system (3kW) up through a larger system (80kW) can be required cost effectively.
- Carlsbad requires:
  - 10,000 sf and above: 15 kilowatts direct current (kWdc) per 10,000 square feet
  - Buildings <10,000 square feet: minimum 5 kilowatt system
- Scale of solar requirements depends on electrification requirements. The more systems that are electrified, the more cost-effective solar becomes.
  - If multifamily were all-electric construction they too could be required to install solar.

## Energy Reach Code - Water, Heating, Dryer Systems

- Proposed Requirement: In new construction, all space conditioning, water heating (including pools and spas) and clothes dryers will be electric only.
- Background: More than 80 percent of a building's energy use relates to heating/cooling space and heating water. Natural gas is fossil fuel that is typically used for drying clothes, heating space and water for building occupants. As allowed for under the state energy code (title 24, part 6), cities can adopt reach codes to meet specific needs within their community. This measure would also reduce future greenhouse gas emissions and help the City reach its climate action goals.
- Cost implications: Based on studies conducted by the statewide Codes and Standards Team, electrifying the above listed building systems and appliances is cost-effective.
- Greenhouse gas impacts: According to the 2018 RMI report, *The Economics of Electrifying Buildings*, 87% of building end use emissions come from space and water heating. Please note: this number does not account for the methane leakage from gas infrastructure.

**Subcommittee Recommendation: All newly constructed buildings must be all-electric except:**

- Gas cooktops are permitted inside all residential structures, however restaurants must apply for an exception, and show a good business reason for approval of non-electric cooking appliances (e.g., BBQ theme; pizza ovens).
- Detached ADU's may be excepted.
- Outdoor fireplaces, BBQ's and fire pits may not have gas hookups, but if non-electric options are permitted they must be propane
- Pools & Spa's: thermal heating is ok - or heat pumps

- Most cities have stayed mute on outdoor propane use
- Santa Monica, among others, includes pools and spas in water heating definition and requires solar thermal water heating and/or heat pumps for those applications as well.
- Other impacts to consider when evaluating this measure:
  - indoor and outdoor air quality impacts
  - occupant and public safety
  - resilience.
- The largest cost saving opportunity identified in the study was that of avoided gas infrastructure.

## Electric Readiness

- Proposed Requirement: Add raceways and electrical capacity for future electrification of all non-electric appliances. Electric ready measures include panel capacity and raceways (or conductors) from the electrical panel(s) to the location of each gas outlet sufficiently sized to meet future electric power requirements at the time of construction so that wall penetrations and demolition work is avoided at or minimized when the gas-powered systems and appliances are converted to electric-powered systems.
  - Background: This measure is intended to simplify and reduce the cost of future natural gas to electric retrofits. In some cases, electric appliances require more room in the building than natural gas appliances and a source of outside air. Designing and constructing for the future electrification of appliances during initial construction reduces the cost and potential installation delays sometimes associated with natural gas to electric retrofits.
  - Cost implications: This measure does have a relatively small upfront cost implication and potentially significant future retrofit cost avoidance. No energy savings comes directly from this measure so there are no operational cost impacts.
  - Greenhouse gas impacts: There are no direct greenhouse gas emission reductions associated with this measure.
- If action is not taken, retrofit costs will be higher for future homeowners.
  - Dozens of cities have added electric readiness to their codes and there is a proposed statewide requirement anticipated to take effect January 1, 2023.
  - If water heating is not included in the reach code, design requirements (including a designated installation location) should be included in this language to allow for the conversion to heat pump water heaters.

### Subcommittee Recommendation:

**— Yes, pre-wire for all locations of non-electric appliances, and include adequate electrical panel capacity.**

**E  
Infrastructure**

**V**

- Proposed Requirement: Expand Infrastructure Requirements for Electric Vehicles in New Construction.
  - *Single Family Residential*: designated parking space pre-wired and ready for 240V (level 2) EVSE installation. Exception: no charger required for an ADU with no parking space.
  - *Multifamily Residential and Hotels*: At least 25% of parking spaces will be equipped with functional 240V (level 2) electric vehicle charging equipment (EVSE). Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric panel capacity shall be provided to make an additional 25% of parking spaces EVSE ready.
  - *All Other Non-Residential*: At least 15% of parking spaces will be equipped with functional 240V (level 2) electric vehicle charging equipment (EVSE). Regardless of the number of parking spaces at least 1 EVSE is required. Raceways and electric panel capacity shall be provided to make an additional 15% of parking spaces EVSE ready.
- Background: Currently, the state green building code requires all new dwelling units and commercial/office buildings to include installation of conduit or other electrical improvements for *future* installation of electric vehicle charging infrastructure. As allowed for under the green building code (title 24, part 11 the section in which electric vehicle regulation is covered), cities can adopt reach codes to meet specific needs within their community.
- Cost implications: Initial costs vary based on the selected technology, location and whether or not the parking infrastructure is new or existing. However, installing all of the panels and underground work at the time of initial construction is the least expensive option compared to future retrofit costs.
- Greenhouse gas impacts: On a per parking space basis,
  - There are 3 levels of charging: Level 1 or 110V is the slowest taking approximately 8-12 hours from empty to a full charge, Level 2 or 220V which takes approximately 6-8 hours from empty to full, and Level 3 fast charging (480V) which is the fastest and most expensive.
  - There are 3 levels of EV requirements referred to in the building code:
    - *EV capable* which still needs conduit, outlets, etc
    - *EV ready* which an EVSE can be directly plugged into
    - *EVSE or EV charger* is a functional device
  - There is growing consensus that the 100% access for multifamily buildings, which [Peninsula Clean Energy/Silicon Valley Clean Energy's](#) code encourages, is the best in class standard.
  - Encinitas requires:
    - *Single Family Residential*: pre-wired and ready for EVSE installation
    - *Multifamily Residential and Hotels*: At least 15% of parking spaces will be equipped with a functional EVSE.
    - *Non-Residential*: At least 8% of parking spaces will be equipped with a functional EVSE. (this includes additions and alterations greater than 10,000 square feet.)
  - Some jurisdictions have exceptions or waiver process to protect against excessive costs, for example where a reasonable cost estimate in excess of \$4,500 (gross) is shown

**N e w  
Construction  
definition**

**EV Infrastructure**

**Subcommittee Recommendation:**

— The subcommittee agrees with the Single Family recommendation

— The multifamily requirement should state that if there are two or more spaces related to a dwelling unit, there should be two Level 2 EV Ready parking spaces.

— The subcommittee has also recommended:

20 units or less: 100% EV Ready spaces

More than 20 units: The first 20 units should be 100% EV Ready, and 20% of remaining units should have an EV Ready space.

However we appreciate the best in class standard referenced above and it should be considered.

— All EV chargers and wiring must be Level 2, not Level 1

- Proposed Requirement: For the purposes of the reach code measures outlined above, new construction for single family includes newly constructed additions over 500 square feet and improvements in existing buildings where more than 50% of exterior walls of the existing structure is being remodeled. For commercial and multifamily projects, newly constructed additions of larger than 2,000 square feet or existing building improvements valued at more than \$1,000,000 shall comply. For the electrification specific measure, the reach code applies if the scope of the remodel includes replacing space heating, water heating or clothes dryers

- In a review of what jurisdictions have adopted, the definition can range from 50% -75% of floor area and/or exterior wall. Some jurisdictions followed FEAM and used valuation.
- Carlsbad applies their PV reach code to all new construction and alterations based on project size (>2000 square feet) or value (>\$1,000,000).

## **NEW CONSTRUCTION Subcommittee Recommendation:**

— Use a more expansive definition of “substantial remodel” in existing buildings. The Subcommittee has previously recommended the following definition:

“Substantial Remodels” shall include a construction project for any of the following:

(1) expansion of 500 square feet or more; or

(2) where the project includes (a) replacement of over 50% of the existing foundation for purposes other than a repair or reinforcement as defined in California Existing Building Code Section 202; or (b) when over 50% of the existing framing above the sill plate is removed or replaced for purposes other than repair. If any of these criteria are cumulatively met within a 3-year period, measured from the date of the most recent previously obtained permit issue date, that structure is considered a substantial remodel and shall be subject to the All-Electric Building requirements.

For additional consideration, here is a “significant remodel” definition used in a State fire sprinkler system code section:

### **Section 903.2.01 Additions, Remodels and Reconstruction**

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

“All-Electric Building” is a building, including one or more Accessory Dwelling Units, that has no natural gas or propane plumbing installed within the property lines, and that uses electricity as the source of energy for its space heating, water heating (including pools and spas), cooking appliances, and clothes drying appliances. All-Electric Buildings may include solar thermal pool heating.

— We note that the threshold for commercial and multifamily additions is lower, i.e., 1,000 sq’ or a permit value of \$200,000 plus energy efficiency requirements, renewable energy and steel framing that avoids thermal bridging.

## **ENERGY EFFICIENCY (new suggested category)**



# STAFF REPORT CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** Engineering Department  
**SUBJECT:** **Council Consideration of Resolution 2021-101 – Approving Solana 101 Final Map, Conditions, Covenants & Restrictions (CC&Rs) and Final Landscape Plan**

---

## **BACKGROUND:**

At the July 10, 2018 City Council Meeting, the City Council conditionally approved a tentative map for a condominium ownership of a maximum of 26 commercial units and one undivided multifamily residential unit for 25 rental apartments located at the north west corner of Highway 101 and Dahlia Drive (Solana 101 Project).

This item is presented to City Council for review and approval of the draft Covenants, Conditions and Restrictions (CC&Rs) and the final landscape plan as conditioned by Resolution Nos. 2018-098 and 2018-099, as well as to inform the City Council that the sub-divider of this project has fulfilled all conditions of approval for the final map. The action before the City Council is to consider approval of the CC&Rs and final landscape plan and authorize the City Engineer, City Attorney, City Treasurer and City Clerk to sign the map and to authorize the recordation of the final map, as required by Solana Beach Municipal Code (SBMC) Section 16.20.020.

## **DISCUSSION:**

Pursuant to Condition G of Resolution 2018-098, the Covenants, Conditions, and Restrictions (CC&Rs) for the Solana 101 Project are subject to review and approval by the City Council. The proposed draft CC&Rs are included in Attachment 1 of the Staff Report. Article II (Use Restrictions) of the CC&Rs outlines permitted and prohibited uses, loading facilities, trash and storage area, parking and vehicular restrictions, landscape buffer areas, roof decks, commercial outdoor patio use and lighting as conditioned by the Solana 101 Project. Maintenance obligations are contained in Article VII of the CC&Rs. Any proposed amendments to the CC&Rs which alter, modify, terminate or change the Association's obligations to maintain the project or other provisions that have a City

CITY COUNCIL ACTION:

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interest in the Project Entitlements shall be submitted for review to City pursuant to Subsection 17.7.3 of the CC&Rs.

As outlined in Resolution 2018-099, the City Council approved the conceptual landscape plan and required submittal of the final landscape plan to City Council for review and approval. The Applicant has submitted the final landscape plans. The plans are included as Attachment 2 to the Staff Report. The final landscape plans contain information related to the landscape buffer, mix of trees and landscape vegetation as conditioned in Resolution 2018-099.

The final subdivision map was reviewed by Staff and was determined to be in conformance with the tentative map as approved and conditioned by the City Council and adopted in Resolution 2018-098. A copy of the final map is included as Attachment 3 to this Staff Report.

If the City Council determines that the draft CC&Rs, the final landscape plan and the final subdivision map are adequate and consistent with the conditions of approval in Resolutions 2018-098 and 2018-099, adoption of Resolution 2021-101 would allow the Applicant to proceed with the approval of the final map and the issuance of building permits for the approved subdivision.

#### **CEQA COMPLIANCE STATEMENT:**

At the July 10, 2018 City Council Meeting, the City Council adopted and certified the Final Environmental Impact Report (FEIR) and the Mitigation Monitoring and Reporting Program prepared for the project in compliance with CEQA. The plans and CC&Rs are consistent with the project approvals and environmental analysis conducted as part of the FEIR, therefore, no further environmental analysis is required.

#### **FISCAL IMPACT:**

There is no fiscal impact as a result of the action recommended in this Staff Report.

#### **WORK PLAN:**

N/A

#### **OPTIONS:**

- Adopt Staff recommendation approving the CC&Rs, the final landscape plan and final subdivision map by adopting Resolution 2021-101.
- Adopt Staff recommendation subject to additional specific conditions.
- Provide direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution 2021-101:

1. Approving the Covenants, Conditions and Restrictions for the Solana 101 Project.
2. Approving the final landscape plan for Solana 101 Project.
3. Approving the Solana 101 Project final subdivision map.
4. Authorizing the City Engineer, City Attorney, City Treasurer and City Clerk to sign the final map.
5. Authorize the recordation of the final subdivision map.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.



---

Gregory Wade, City Manager

Attachments:

1. Covenants, Conditions and Restrictions for Solana 101
2. Final Landscape Plan
3. Solana 101 final subdivision map (unsigned)
4. Resolution 2021-101

**EXHIBIT A**  
of Resolution 2021-101

**RECORDING REQUESTED BY:**

**WHEN RECORDED, MAIL TO:**

JACKSON TIDUS (SLM)  
2030 Main Street, Suite 1200  
Irvine, CA 92614

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*(Space Above For Recorder's Use)*

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
SOLANA BEACH**

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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
SOLANA BEACH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made by ZEPHYR SOLANA, LLC, a Delaware limited liability company (“*Declarant*”). This Declaration is made with reference to the facts set forth in the following Preamble. All capitalized terms set forth in the Preamble and not otherwise defined therein shall have the meaning set forth in Article I below.

**P R E A M B L E**

A. Declarant is the owner of certain real property situated in the City of Solana Beach, County of San Diego, California, as more particularly described in *Exhibit A* attached hereto (the “*Project*”).

B. Declarant deems it desirable, for the efficient preservation of the Project, to create a “common interest development within the meaning of Section 6543 of the California Civil Code and a “planned development” within the meaning of Section 6562 thereof, ownership and operation of which is governed by California Civil Code, Part 5.3 (§§6500, *et seq.*) (the “*Commercial CID Act*”) and to impose mutually beneficial restrictions under a general plan for ownership and use of the Parcels within the Project. The general plan for development of the Project provides for formation of an incorporated association pursuant to the California Nonprofit Mutual Benefit Corporation Law, the Members of which will be the Owners of real property in the Project, for purposes of exercising the powers assigned to such Association in the Governing Documents or otherwise authorized by Section 6528 of the California Civil Code, including the power to (1) own, maintain and administer the Project Common Area, (2) administer and enforce the Governing Documents, and (3) collect and disburse the Assessments and charges hereinafter created.

C. Declarant declares that the Project will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes contained in this Declaration, all of which are for the purpose of enhancing the attractiveness and desirability of the Project, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Project. The easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes set forth herein will (1) run with the land for the mutual burden and benefit of each Parcel within the Project and will be binding upon all Persons having or acquiring any interest in the Project, their heirs, successors in interest and assignees; (2) inure to the benefit of the Project and any interest therein; (3) inure to the benefit of and be binding upon Declarant and its successors in interest and assignees and each Owner and each Owner’s successors in interest and assignees; and (4) may be enforced by Declarant, any Owner and the Association.

D. The Project is proposed to consist of (i) one (1) two-story residential multi-family Building containing approximately twenty-five (25) apartment units (the “*Apartment Area*”); (ii) two (2) mixed-use Buildings containing retail, office and commercial uses on multiple levels

(the “*Commercial Area*”); (iii) a multi-level underground parking garage servicing both the Apartment Area and the Commercial Area (the “*Parking Garage*”); and (iv) Project Common Area, as further defined below.

## **ARTICLE I DEFINITIONS**

The following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

1.1 **ARTICLES.** “Articles” means the Articles of Incorporation of the Association as amended from time to time.

1.2 **ASSESSMENT.** Assessment means any Common Assessment, Capital Improvement Assessment, Extraordinary Assessment, Reconstruction Assessment or Compliance Assessment imposed by the Association on all or any one of the Parcels within the Project pursuant to the terms of this Declaration.

1.3 **ASSESSMENT, CAPITAL IMPROVEMENT.** “Capital Improvement Assessment” means a charge which the Board levies against the Owners and their Parcels representing a portion of the cost to the Association for installation or construction of any capital Improvements on Project Common Area. Except as set forth in Section 8.6 and Section 8.8 below, Capital Improvement Assessments will be levied in the same proportion as Common Assessments. Capital Improvement Assessments are special assessments as described in California Civil Code Section 6800.

1.4 **ASSESSMENT, COMMON.** “Common Assessment” means a charge levied against the Owners and their Parcels to be used to satisfy Common Expenses. Common Assessments may include for certain Owners and their Parcels a Special Benefit Area component which shall be levied against only those Owners sharing in such Special Benefit Area as more particularly discussed in Section 8.6 below. The Common Assessment is a regular assessment as described in California Civil Code Section 6800.

1.5 **ASSESSMENT, COMPLIANCE.** “Compliance Assessment” means a charge against a particular Owner directly attributable to or reimbursable by that Owner equal to the cost incurred by the Association for corrective action performed pursuant to the Governing Documents, plus interest and other charges on such Compliance Assessments as provided for in the Governing Documents. Compliance Assessments may include collection costs, expenses and reasonable attorneys’ fees.

1.6 **ASSESSMENT, EXTRAORDINARY.** “Extraordinary Assessment” means a charge levied against Owners and their Parcels representing any expense incurred or to be incurred in accordance with the Governing Documents which cannot be imposed as a Common Assessment, Capital Improvement Assessment or Reconstruction Assessment. Except as otherwise provided in Section 8.8 below, Extraordinary Assessments will be levied in the same proportions as Common Assessments.

1.7 **ASSESSMENT, RECONSTRUCTION.** “Reconstruction Assessment” means a charge which the Board may levy against the Owners and their Parcels representing a portion of the Association’s cost to reconstruct any Improvements to or within the Project Common Area. Except as otherwise provided in Section 8.8 below, Reconstruction Assessments will be levied in the same proportion as Common Assessments.

1.8 **ASSOCIATION.** “Association” means the Sandbox Solana Owners Association, a nonprofit mutual benefit corporation, and its successors in interest. The Association is an “association” as defined in Section 6528 of the California Civil Code.

1.9 **ASSOCIATION MAINTENANCE FUNDS.** “Association Maintenance Funds” means the accounts created for the Association receipts and disbursements pursuant to Article VIII hereof

1.10 **BOARD; BOARD OF DIRECTORS.** “Board” or “Board of Directors” means the Board of Directors of the Association. The Board shall be appointed or elected, as applicable, pursuant to the Bylaws.

1.11 **BUILDING.** “Building” means any building or enclosed structure located entirely within a Parcel and designed for the exclusive use of the Owner or occupants such Building.

1.12 **BUDGET.** “Budget” means a written, itemized estimate of the Association’s income and Common Expenses approved by the Board.

1.13 **BYLAWS.** “Bylaws” mean the Bylaws of the Association as amended from time to time. The Bylaws shall be substantially in the form of the attached *Exhibit B*.

1.14 **CITY.** “City” means the City of Solana Beach, California, and its various departments, divisions, employees and representatives.

1.15 **CLOSE OF ESCROW.** “Close of Escrow” means the date on which a deed conveying a Parcel is executed and Recorded by Declarant to an Owner. The term “Close of Escrow” shall not include Recording a deed between Declarant and any affiliate of Declarant, or any successor to any rights of the Declarant.

1.16 **COMMON EXPENSES.** “Common Expenses” means those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of the following:

1.16.1 Maintaining, managing, operating, repairing and replacing the Project Common Area;

1.16.2 Providing or operating any events on the Project Common Area for the benefit of the Owners and Permittees, provided that any revenues received from the operation of such events, if any, shall be applied to offset any costs incurred by the Association in providing such events or for otherwise offsetting other Common Expenses incurred by the Association;

1.16.3 Unpaid Capital Improvement Assessments, Common Assessments, Compliance Assessments, Extraordinary Assessments and Reconstruction Assessments;

1.16.4 Managing and administering the Association;

1.16.5 Compensation paid by the Association to managers, accountants, attorneys and Association employees;

1.16.6 All utilities, landscaping, trash pickup and other services benefiting the Project Common Area or the Owners, if the Board elects to provide such services to the Owners;

1.16.7 Premiums for fire, casualty and liability insurance, worker's compensation insurance, and other insurance to be maintained by the Association pursuant to Article IX hereof;

1.16.8 Premiums for fidelity bonds for the Board of Directors and Association employees;

1.16.9 Taxes and assessments paid by the Association;

1.16.10 Amounts paid by the Association for discharge of any lien or encumbrance levied against the Project;

1.16.11 Reasonable Reserves;

1.16.12 Expenses designated as Common Expenses in Supplemental Declarations;

1.16.13 All other expenses incurred by the Association for any reason whatsoever in connection with the Project or services provided to or for the benefit of Owners and occupants of the Project.

1.17 **COUNTY.** "County" means the County of San Diego, California, and its various departments, divisions, employees and representatives.

1.18 **DECLARANT.** "Declarant" means Zephyr Solana, LLC, a Delaware limited liability company, its successors and any Person to whom it assigns any of its rights and powers under this Declaration pursuant to Section 18.8 below.

1.19 **DECLARANT RIGHTS TERMINATION DATE.** "Declarant Rights Termination Date" means the date when the Declarant (including any Successor Declarant) no longer owns any interest in any Parcel within the Project.

1.20 **DECLARATION.** "Declaration" means this instrument (including the Preamble and Exhibits *A, B, C, D, E, F* and *G* hereof), as may be amended or amended and restated from time to time.

**1.21 DEFECT CLAIMS PERIOD.** Defect Claims Period means the period beginning at the first Notice of Completion for any of the Project Common Area and ending on the expiration of all statutes of limitation or repose applicable to any claims against Declarant arising in connection with the development and operation of the Project Common Area under applicable California law (including any tolling periods related thereto).

**1.22 DESIGN GUIDELINES.** “Design Guidelines” means, collectively, (a) any written set of design standards and other requirements regulating the design of the Improvements within the Project (after the transfer thereof to the Association) which may be adopted by the Declarant and/or the Board from time to time pursuant to Article IV below (the “*Design Guidelines*”).

**1.23 EXCLUSIVE USE AREA.** “Exclusive Use Area” means any portion of the Project Common Area which may be subject to an exclusive use easement granted to the Owner of one or more (but not all) of the Parcel(s) within the Project for the exclusive use of the occupants of such Parcel(s).

**1.24 FISCAL YEAR.** “Fiscal Year” means the fiscal accounting and reporting period selected by the Board for the Association.

**1.25 GOVERNING DOCUMENTS.** “Governing Documents” means this Declaration, all Supplemental Declarations, the Articles and Bylaws of the Association and the Rules and Regulations (including the Design Guidelines, if any).

**1.26 GOVERNMENTAL REQUIREMENTS.** “Governmental Requirements” means the Project Entitlements and all applicable laws, rules, regulations, orders, ordinances, subdivision requirements, zoning restrictions, map conditions and all other requirements of the City and any other local governmental agency with jurisdiction over the Project.

**1.27 HAZARDOUS MATERIALS LAWS.** “Hazardous Materials Laws” means all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements or the like relating to the environmental condition of the Project or the presence of “Hazardous Materials” (as defined below) in, on, above, under or otherwise affecting the Project including, without limitation, (i) Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presly-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), and (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251, *et seq.*), Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, Section 401.15 of the Clean Water Act, 40 C.F.R. 116, and Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002, *et seq.* As used herein, the term “Hazardous Material” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of

California or the United States Government, and includes, without limitation, petroleum, asbestos, pesticides, polychlorinated biphenyls, solvents, and any other material or substance which is defined as a “Hazardous Waste,” “Extremely Hazardous Waste,” “Restricted Hazardous Waste,” “Hazardous Substance,” or “Hazardous Material” under applicable Hazardous Materials Law, or otherwise listed under Article 9 and defined as hazardous or extremely hazardous pursuant to Article 2 of Title 22 of the California Administrative Code, Division 4.5, Chapter 10.

**1.28 IMPROVEMENT.** “Improvement” means any improvement constructed or installed above or below ground within the Project, including without limitation (a) the Buildings or any other building or structure located on the Project from time to time and any appurtenance thereto, (b) any directory or monument signs, directional signs, poles, trash enclosures, the paint on all Buildings, exterior lights or exterior light standards, walkways, irrigation facilities or systems, roads, driveways and access ways, parking areas or fences located outside of the Buildings, (c) any type of railings, ramps, walls, exterior air conditioning equipment, antennae, awnings, covered walkways, stairways or decks within any portion of the Project Common Area, (d) any type of hedges, berms, windbreaks, landscaping, hardscape or planting on the Project and (e) any utility lines, or other pipes, sewers, ducts, chutes, conduits, wires or other utility installations located within or serving the Project Common Area. The term Improvement shall further include any fixtures, equipment or other improvements or structures located within any Project Common Area. Finally, the term Improvements shall include any installation, construction, remodeling, replacement, refinishing, or alteration of any of the foregoing.

**1.29 MANAGER.** “Manager” means the Person retained by the Association, if any, to perform management functions of the Association as limited by the Governing Documents and the terms of the agreement between the Association and such Person. The Manager may be Declarant or an affiliate of Declarant.

**1.30 MEMBER, MEMBERSHIP.** “Member” means Declarant and any Person holding a Membership in the Association pursuant to Section 5.1 below. “Membership” shall mean the voting, and other rights and privileges of the Owners of the Parcels within the Project as Members of the Association, together with the corresponding duties and obligations, as provided in the Governing Documents. If the owner of the proposed condominium project becomes a Member of the Association, the membership shall belong only to the owner of entire Building or the homeowners association, and shall not include owners of individual condominiums.

**1.31 MORTGAGE; FIRST MORTGAGE.** “Mortgage” means any mortgage, indenture of mortgage, or deed of trust encumbering the interest, whether fee or leasehold, of an Owner in a Parcels. “First Mortgage” means any such mortgage, indenture of mortgage, or deed of trust which is a first priority lien on such Parcel as well as any other mortgage, indenture of mortgage, or deed of trust which secures a loan guaranteed by the U.S. Small Business Administration.

**1.32 MORTGAGEE; FIRST MORTGAGEE.** “Mortgagee” means a mortgagee, or trustee and beneficiary under a Mortgage, and to the extent applicable, a fee owner or lessor or sublessor of any Parcels which is the subject of a lease under which any Owner becomes a lessee

in a so-called “sale and leaseback” or “assignment and subleaseback” transaction. “First Mortgagee” shall refer to the mortgagee, trustee or beneficiary under any First Mortgage.

1.33 **NOTICE AND HEARING.** “Notice and Hearing” means written notice and a hearing before the Board as provided in the Bylaws and this Declaration.

1.34 **OWNER.** “Owner” means the Person, including Declarant, who is the record owner of fee simple title to a Parcel. In the event that any portion of the Project is further subdivided into condominium units as discussed in Section 2.13 below, the term “Owner” shall be deemed to refer to (a) either the Owner of the condominium unit or (b) the homeowners association responsible for operation of the condominium project developed thereon (if applicable). The term “Owner” may include a seller under an executory contract of sale but excludes Mortgagees. If a Parcel is subject to a lease covering a portion thereof, the owner of the fee title and not the lessee of the applicable Parcel shall be deemed the Owner regardless of the term of the lease. If an Owner leases an entire Parcel to a person, such Owner may assign its rights and delegate its obligations under this Declaration as to such Parcel to the lessee under any such lease so long as such Owner provides written notice thereof to the Board and remains responsible for its obligations under this Declaration. Whenever an Owner transfers such Owner’s entire interest in a Parcel to another Person, the transferring Owner shall be released and discharged from the obligations thereafter accruing under this Declaration, and the new Owner shall be responsible for all such obligations thereafter accruing under this Declaration and shall be bound by this Declaration.

1.35 **PARCEL.** “Parcel” means any (a) lot or parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Project, or (b) any other legally conveyable parcel of land that complies with the Subdivision Map Act. Parcel will also mean a condominium as defined in Section 6542(b) of the California Civil Code if the condominium is a volume of real property that is not located entirely within a building (a “site” condominium).

1.36 **PERMITTEES.** “Permittees” means all Persons from time to time entitled to the use and occupancy of any Building within the Project (or any portion thereof) under any lease, deed or other arrangement with an Owner and the respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires of such Persons, and all Persons who are entitled to use the Improvements under the Project Entitlements.

1.37 **PERSON.** “Person” means one or more natural individuals or any entity with the legal right to hold title to real property. When the word “person” is used and is not capitalized, the word only refers to natural persons.

1.38 **PROJECT.** “Project” means all of the real property encumbered by this Declaration from time to time. The Project is a “common interest development” and a “planned development” as defined in Sections 6534 and 6562 of the California Civil Code. As indicated in Preamble D above, the Project shall consist of (a) one (1) two-story residential multi-family Building containing approximately twenty-five (25) apartment units (the “*Apartment Area*”); (b) two (2) mixed-use Buildings containing retail, office and commercial uses on multiple levels (the “*Commercial Area*”); (c) a multi-level underground parking garage servicing both the

Apartment Area and the Commercial Area (the “*Parking Garage*”); and (d) Project Common Area, as further defined below. One two-story Building in the Commercial Area on the north side of the Project located between Sierra Avenue and S. Highway 101 shall consist of commercial offices on both floors (the “*Office Building*”). A second Building in the Commercial Area located at the corner of S. Highway 101 and Dahlia Drive shall consists of two (2) restaurants on the ground floor separated by an outdoor area, with retail space located on the second floor of this Building (the “*Restaurant/Retail Building*”). Each Building in the Project may be further subdivided into one (1) or more condominium units per Section 2.13 below.

1.39 **PROJECT COMMON AREA.** “Project Common Area” means all the real property and Improvements within the Project, which are owned by the Association in fee simple or by easement, including all Improvements, landscaping, walkways, street trees, lighting, outdoor furniture, Signs, trash receptacles, private drainage improvements (including storm drains) or other Improvements located thereon. The initial Project Common Area is described or depicted on *Exhibit C* attached hereto. The Project Common Area is “common area” as defined in Section 6532(a) and (b) of the California Civil Code.

1.40 **PROJECT ENTITLEMENTS.** “Project Entitlements” mean the Resolution 2018-099 and Resolution 2019-139, adopted by the City on July 10, 2018 and November 13, 2019, respectively, and all documents, permits and approvals described therein.

1.41 **RECORD FILE, RECORDATION.** “Record,” “File,” or “Recordation” means, with respect to any document, the entry of such document in the Official Records of the San Diego County Recorder.

1.42 **REFERENCES.** References to the Project and the Project Common Area include reference to all or any portion of the Project or Project Common Area as applicable.

1.43 **RESERVES.** “Reserves” shall mean those Common Expenses for which Association funds are set aside pursuant to Article VIII of this Declaration for funding the maintenance, repairs and replacement of the major components of the Project Common Area or to make additional improvements to the Project Common Area which would not reasonably be expected to recur on an annual or more frequent basis and for payment of deductible amounts for insurance policies which the Association maintains pursuant to Section 9.1 below. The amount of Reserves to be maintained by the Association will be determined annually by the Board pursuant to reserve guidelines established in accordance with prudent property management practices generally applied for a commercial “common interest development.” The Board may suspend funding of Reserves as it deems appropriate, including, without limitation, the right to maintain Reserves at less than one hundred percent of the Association’s cost to reconstruct all Project Common Area.

1.44 **RULES AND REGULATIONS.** “Rules and Regulations” means such reasonable, nondiscriminatory rules and regulations consistent with this Declaration for the maintenance, use, and enjoyment of the Project Common Area, as may be adopted from time to time by Declarant or the Association. Such Rules and Regulations shall include, without limitation, any Design Guidelines adopted by Declarant or the Association’s Board from time to time. Each Owner shall be obligated to comply with, and the Association is authorized and

empowered to enforce, the Rules and Regulations, provided that any such enforcement shall be accomplished in a uniform and nondiscriminatory manner.

1.45 **SIGN PROGRAM.** “Sign Program” means (i) the set of design standards and other requirements regulating Signs on the Project Common Area promulgated pursuant to any applicable Governmental Requirements, including Section 17.64 of the Solana Beach Municipal Code, and (ii) any other standards, rules or regulations which may be adopted by the Board regulating Signs on the Project Common Area.

1.46 **SIGNS.** “Signs” means all advertising, placards, signs, names, billboards, insignia, numerals, addresses, and descriptive words of any type affixed, inscribed, constructed, or maintained on the Project Common Area or on any Improvement thereon.

1.47 **SPECIAL BENEFIT AREA.** “Special Benefit Area” means one or more Parcels or Buildings within the Project that may be designated from time to time to bear the costs of either (i) maintaining, repairing and replacing specified Improvements within the Project Common Area, or (ii) receiving certain services or programs provided by the Association for the benefit of one or more (but not all) of the Parcels or Buildings within the Project. The additional administrative costs of operating each Special Benefit Area shall be a part of the Common Expenses component of Common Assessments allocated to the Parcels or Buildings within such Special Benefit Area. Special Benefit Areas may be designated by Declarant in a Supplemental Declaration when Declarant and the affected Owner(s) determine that one or more (but not all) of the Parcels or Buildings within the Project benefit from any of the Improvements within the Project Common Area or certain services provided by the Association to the Project Common Area more than the Project as a whole. The Board may also designate Special Benefit Areas under circumstances authorized in this Declaration or any Supplemental Declaration. As of the Recordation of this Declaration, there are no Special Benefit Areas in the Project.

1.48 **SUPPLEMENTAL DECLARATION.** “Supplemental Declaration” means an instrument which imposes conditions, covenants or restrictions on, or reserves easements over, all or any portion of the Project. A Supplemental Declaration may also add one or more new Parcels to the coverage of this Declaration with the consent of a majority of the Association’s Board members and the Owner of such Parcel(s). Declarant may Record a Supplemental Declaration so long as Declarant owns all of the Parcels to be encumbered by the Supplemental Declaration or such Supplemental Declaration is otherwise consented to by the Owners and, if applicable, Mortgagees of all the Parcels encumbered by the Supplemental Declaration. Declarant may also record a Supplemental Declaration against the entire Project on the terms contemplated in Section 8.4 below. A Supplemental Declaration may modify this Declaration only as it applies to the Parcels encumbered by the Supplemental Declaration.

## **ARTICLE II USE RESTRICTIONS**

The Project shall be held, used and enjoyed subject to the following restrictions.

2.1 **PERMITTED USES.** Except to the extent otherwise provided in this Declaration, the Parcels in the Project may be used for any uses which are permitted under all

applicable Governmental Requirements and not otherwise expressly prohibited herein. Declarant, or a majority of the Board, shall have the right, but not the obligation, to prohibit any change in the use of a particular Parcel which would cause that Parcel, or any portion of the Project, to violate any Governmental Requirements applicable to the Project.

**2.2 PROHIBITED USES.** No use or operation shall be made, conducted or permitted within the Project which is not a permitted use under applicable Governmental Requirements. In addition to, and without limiting the foregoing prohibited uses, the following operations and uses shall not be permitted within the Project unless specifically authorized by the Board (or Declarant until the Board is fully formed) in its sole discretion:

2.2.1 Storage or refining of hazardous materials and petroleum or of their products (except if incident to a permitted use and in compliance with all applicable laws);

2.2.2 Cemeteries; and

2.2.3 Any business that is primarily sexually oriented, such as a business offering nude or semi-nude entertainment, a massage parlor, escort service, adult theater, adult bookstore or similar businesses.

Approvals or disapprovals by Declarant of any of the foregoing uses shall be made in the sole discretion of majority of the Board (or by Declarant until the Board is fully formed) and may, without limiting the foregoing, be based upon the Board's or Declarant's analysis of the anticipated effect of such uses upon other Parcels or the Project as a whole. Neither Declarant nor the Board shall be liable in damages to the Owner of any Parcel within the Project for approving or disapproving any of the foregoing uses pursuant to this Section 2.2.

**2.3 LOADING FACILITIES.** All temporary loading and unloading activities shall be conducted from designated areas within the Project as described in the Project Entitlements, subject to such reasonable restrictions as may be imposed by the Board (including without limitation, restrictions on the maximum duration of loading and unloading activities within the Project or the hours during which such activities may be conducted) and further subject to any other Governmental Requirements applicable thereto. Without limiting the foregoing, no loading and unloading activities shall be conducted in any manner which may obstruct free traffic flow during normal business hours or otherwise constitute a nuisance or create a safety hazard. In addition, commercial truck deliveries to the Project shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. and such prohibition shall be included as part of all commercial tenant agreements.

**2.4 TRASH AND STORAGE AREA.** No storage areas shall be maintained by any Owners or occupants of any Parcel or portion thereof except within Buildings or such other areas as may be designated by the Board. All trash shall be stored within Buildings or placed in trash enclosures located within the Project Common Area as designated by the Board. No Owner may place or maintain any storage containers or trash dumpsters within any portion of the Project Common Area without the prior consent of the Association which consent may be withheld in the Board's sole discretion.

**2.5 NUISANCES; LIMITATION ON EXTERNAL EFFECTS.** No noxious or offensive activities shall be carried on upon any part of the Project, which may be, or may become, a nuisance to the Owners, or which shall in any way interfere with the quiet enjoyment of any other Owner's Parcel, or which shall in any way increase the rate of insurance for the Project Common Area or any other Parcel within the Project. Each Owner shall comply with all applicable governmental noise abatement ordinances, including Sections 7.34.040 and 7.34.140 of the Solana Beach Municipal Code. Every use shall be operated so that (a) it does not emit any obnoxious or dangerous amount of heat, glare, radiation or fumes outside of the Building in which the use is being conducted, and (b) so that ground vibration inherently and recurrently generated by such use is not perceptible, without instruments, at any point outside of the Building in which the use is being conducted, and (c) so that such use does not result in the emission of any electro-mechanical or electro-magnetic disturbance radiation that would interfere with uses or activities conducted on any other portion of the Project. No materials or wastes shall be permitted on a Parcel in such form or manner as to permit transfer thereof off of such Parcel by natural causes or forces and all materials or wastes which might cause fumes or dust or which might constitute a fire hazard or which might be edible by, or otherwise attractive to animals or insects shall be stored only within the Building located on such Parcel. Notwithstanding the foregoing, this Section 2.5 shall not apply during construction of new Improvements on a Parcel so long as such construction complies with all Governmental Requirements.

**2.6 SIGNS.** Any Signs displayed anywhere within the Project Common Area must comply with (a) all applicable Governmental Requirements governing the type of advertising permitted of the Owner by all licensing authorities with jurisdiction over the Project or the applicable Owner, and (b) any Sign Program or Design Guidelines for the Project which may be adopted from time to time. Without limiting the foregoing, no Signs may be installed hung, flown or maintained on or over the Project Common Area or shown or displayed from or visible from the outside of any Building other than (i) the monument signage installed by Declarant, (ii) Signs that may be required by a legal proceeding or (iv) any other Sign otherwise approved by Declarant or the Board in their reasonable discretion. Notwithstanding the foregoing, the Sign Program shall not regulate the content of political Signs; provided however, that the Sign Program may impose reasonable regulations upon the time, place and manner of posting of such Signs. The Board may summarily cause all unauthorized Signs to be removed or destroyed. Board or Declarant approval of a Sign shall not affect an Owner's independent duty to comply with any review or permit requirements of the City prior to sign installation. Any proposed signage that is not in compliance with the approved Sign Program will require the Owner to process a comprehensive sign plan modification under the discretion of the Community Development Director of the City.

**2.7 PARKING AND VEHICULAR RESTRICTIONS.**

**2.7.1 Residential Parking.** Residents of the Apartment Area shall park in that portion of the Parking Garage as shown on *Exhibit D* attached hereto, which is a segregated and gated area apart from the remainder of Parking Garage used for commercial use (the "*Residential Parking Area*"). Residents of the Apartment Area shall park in either an assigned parking space (which shall be limited to one (1) assigned space per unit) or in any of the unassigned and open "visitor" spaces available in the Residential Parking Area. Such visitor

parking spaces shall be used for “open” overnight tenant parking if the visitor space is unoccupied and available beginning at 11:00 p.m., provided that the resident must vacate the visitor parking space no later than 7:00 a.m. the following morning. In no event shall a resident be permitted to park overnight in the Commercial Parking Area. The Owner of the Apartment Area and the Association shall not charge any fee for use of any of the parking spaces in the Residential Parking Area; provided, however a charge may be assessed for the electricity provided by electric vehicle charging stations at a rate comparable to that offered at charging stations elsewhere in the City.

**2.7.2 Commercial Parking.** Tenants of the Commercial Area and their employees, guests, customers, visitors and invitees shall park in that portion of the Parking Garage as shown on *Exhibit E* attached hereto, which is separate and apart from the Residential Parking Area (the “*Commercial Parking Area*”). For office tenants, Declarant may reserve up to a maximum of twenty-one (21) parking spaces in the Commercial Parking Area for specific tenants, all in accordance with the Project Entitlements. No parking space in the Commercial Area shall be assigned, sold, conveyed or transferred for the exclusive use of an Owner in the Project. All restaurant and retail employees/tenants shall be required to park in designated spaces on Parking Level 2. No restaurant or retail employee/tenant shall be permitted to parking on Parking Level 1 before 5:00 p.m. After 5:00 p.m., all office parking spaces (other than those spaces that may be reserved for office tenants as set forth in this Section or segregated for use by valet services as set forth below) shall be available as parking for shared restaurant and retail on a first come-first served basis. The Owner of a Building in the Commercial Area and the Association shall not charge any fee for use of any of the parking spaces in the Commercial Parking Area; provided, however a charge may be assessed for the electricity provided by electric vehicle charging stations at a rate comparable to that offered at charging stations elsewhere in the City.

**2.7.3 Valet Parking.** All valet parking service for restaurants in the Project shall conform to the valet management plan submitted to and approved by the City, in accordance with the Project Entitlements. As of the date of recordation of this Declaration, the following valet parking regulations shall apply:

- (a) Valet shall not use public streets for parking vehicles.
- (b) Valet drop off and pick up area shall be located at the loading zone situated on Dahlia Drive at the corner of Highway 101.
- (c) Valet shall not start earlier than 5:00 p.m. and end not later than midnight.
- (d) All spaces used by valet only shall be located on Parking Level 2 in the Commercial Parking Area. Valet may use any vacant and available parking spaces on Parking Level 2, including spaces for office and office visitors and restaurant parking spaces that are vacant or as the parking becomes available starting at 5:00 p.m. and thereafter, except for any reserved permitted pursuant to the Project Entitlements and Section 2.7.2 above. In addition, valet may segregate parking in certain areas of the Commercial Parking Area

provided such segregated spaces do not exceed forty-five (45) total and such segregation is in conformance with the Project Entitlements.

2.7.4 **Lighting.** In addition to the general maintenance requirements for the Parking Garage, the Association shall ensure that the lighting within the Parking Garage remains in good working condition twenty-four (24) hours a day.

2.7.5 **Enforcement.** The Board may enforce all parking and vehicle use regulations applicable to the Project, including removing violating vehicles from the Project pursuant to California Vehicle Code Section 22658 or other applicable ordinances or statutes. In the event that the Board determines, after Notice and a Hearing, that any enforcement action is required pursuant to this Section 2.7, the Board may impose a Compliance Assessment on the Parcel of the Owner whose violation, or whose Permittee's violation, has resulted in enforcement action in an amount equal to the reasonable cost to the Association of the applicable enforcement action.

2.8 **LANDSCAPE BUFFER AREAS.** No patios, decks, walkways or other non-landscape uses are permitted in any of the landscape buffer areas located throughout the Project. The landscape buffer areas are approximately depicted on *Exhibit F* attached hereto.

2.9 **ROOF DECKS.** No roof area shall be converted to a deck, patio, balcony or other area for occupancy. No shade structure, device, equipment or facility designed to provide shared or otherwise cover the deck area, including support poles and sail shades, trellis or retractable awnings, shall be temporarily or permanently installed or maintained on any second floor level of third floor level roof deck. However, an awning may be installed and attached to the exterior wall of the building directly above any access door to the deck area if the awning does not exceed the dimensions stated in the Project Entitlements. Notwithstanding the foregoing, free-standing moveable market umbrellas and shade covers may be temporarily placed on the deck (including second floor decks) to provide shade when the deck is occupied; provided, however, that such temporary movable market umbrellas and shade covers must be removed when deck is unoccupied.

2.10 **SECURITY GATES.** Security gates are proposed to be installed in the Project to control overnight access to the Project Common Area courtyard. All security gates must be fully open between the hours of 7:00 a.m. and 11:00 p.m. or the latest time any restaurant in the Project closes, whichever is later, seven (7) days a week throughout the year. During the time the gates are open, the pedestrian walkways must be fully open, accessible and unobstructed by the gate and the gate must be flush mounted, or slid or otherwise moved into a recessed location within or next to a contiguous Building or structure off the pedestrian walkway when it is open so that the gate is not generally visible when it is open and does not provide any obstruction to any portion of the pedestrian walkway..

2.11 **COMMERCIAL OUTDOOR PATIO USE.** Use of outdoor patios associated with commercial restaurant and retail uses or operation of devices for amplifying sounds or music on the Project shall be limited to the hours of 8:00 a.m. to 10:00 p.m. in accordance with Section 7.34.140 of the Solana Beach Municipal Code. The foregoing limitations on outdoor

patio use shall be included as part of all commercial tenant agreements and shall be visibly posted on storefronts.

2.12 **LIGHTING.** Unless otherwise authorized by Declarant or the Board in their sole discretion, all lighting shall be designed and located to direct light rays inward to the extent practicable, and shielded to avoid casting light towards public roads and adjoining residential properties. All exterior lighting in the Project shall be in conformance with City-Wide Lighting Restrictions of Section 17.60.060 of the Solana Beach Municipal Code.

2.13 **FURTHER SUBDIVISION.**

2.13.1 If a Parcel is further subdivided into residential or commercial condominium units pursuant to this Section 2.13, then the owners association formed for purposes of operating the condominium project on such Parcel shall, for purposes of this Declaration only, be deemed the Owner of such Parcel and shall be responsible for payment of the Assessments assessed against such Parcel. The owners of individual residential and commercial condominiums shall not be considered an "Owner" under this Declaration unless such homeowners association is not formed.

2.13.2 This provision does not limit the right of an Owner to (i) sell any interest in such Owner's Parcel or (ii) transfer or sell any Parcel to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as Project Common Area.

2.14 **LEASING.** An Owner may rent all or any portion of such Owner's Parcel provided that the Parcel is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of the this Declaration. In the event that any Permittee occupying any Parcel or portion thereof pursuant to a lease thereof fails to comply with the provisions of this Declaration, such non-compliance shall constitute a breach of the lease as well as a violation of this Declaration. Notwithstanding the foregoing, the residential apartments in the Apartment Area shall be rented and/or subletted for periods of thirty (30) days or longer. This restriction shall be included in all leases and rental agreements for apartments in the Apartment Area.

**ARTICLE III  
ASSOCIATION**

3.1 **GENERAL DUTIES AND POWERS.** The Association has the duties and powers set forth in the Governing Documents and also has the general and implied powers of a nonprofit mutual benefit corporation generally to do all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers set forth in the Governing Documents. All of the Association's powers shall be exercised by its Board of Directors except those powers reserved in specific provisions of the Governing Documents to the Members. All of the Association's powers shall be exercised in a manner consistent with any and all Governmental Requirements promulgated by local governmental authorities with jurisdiction over the Project.

3.2 **SPECIFIC DUTIES AND POWERS.** In addition to its general powers and duties, the Association, after it is formed, shall have the following specific powers and duties:

3.2.1 **The Project Common Area.** The power and duty to accept, maintain, repair and otherwise manage the Project Common Area in accordance with the Governing Documents. The Association may install or remove capital Improvements on or within the Project Common Area. The Association may reconstruct, replace or refinish any Improvement on or within the Project Common Area.

3.2.2 **Utilities.** The power and duty to obtain, for the benefit of the Project, all commonly metered water, gas and electric services necessary to serve the Project Common Area, and the power, but not the duty, to install, operate, maintain and repair any utility system and communications and information transmission facilities serving any of the Owners or their Permittees and to charge the costs of operation of these systems to the Owners based on their relative use of these utility systems. The Association shall further have the right to connect with utility systems serving any Parcel provided the Association's utility usage is submetered and the Association reimburses the Owner of such Parcel for any utility charges associated therewith as and when due and payable to the applicable utility provider.

3.2.3 **Granting Rights.** The power and duty to grant exclusive or nonexclusive easements, licenses, rights of way or fee interests in portions of the Project Common Area, to the extent any such grant is reasonably required for (a) any necessary utilities, sewer facilities and storm drain systems to serve the Project Common Area or the Parcels, (b) purposes of conformity with the as-built location of Improvements installed or authorized by Declarant, or (c) purposes consistent with the intended use of the Project as a planned development, along with the power, but not the duty, to grant easements or licenses or other rights over the Project Common Area for (i) Exclusive Use Areas or (ii) communications and information transmission facilities as requested by the Owner of any Parcel.

3.2.4 **Parking Restrictions.** The power, but not the duty, to establish a system of controlled parking on the Project Common Area as the Association may deem reasonably necessary to enforce the provisions of this Declaration.

3.2.5 **Deannexation of Project Common Area.** The power, but not the duty, to deannex portions of the Project Common Area from the encumbrance of the Declaration in connection with any lawful lot line adjustment or condominium plan.

3.2.6 **Special Benefit Areas.** The power, but not the duty, to create Special Benefit Areas pursuant to Section 8.6 below.

3.2.7 **Employ Personnel.** The power, but not the duty, to employ a Manager and any other Persons necessary for the effective operation and maintenance of the Project Common Area, including legal, management and accounting services.

3.2.8 **Insurance.** The power and duty to maintain liability, fire, worker's compensation and other insurance with respect to the Project and the directors, officers and agents of the Association and the power, but not the duty, to maintain fidelity bonds for the Board and the Association, all in accordance with Article IX.

3.2.9 **Right of Entry.** The power, but not the duty, to enter upon any Parcel (excluding the Building thereon) for the purpose of exercising the Association's rights and performing the Association's duties under this Declaration and for inspecting any portion of the Project in connection therewith. The power, but not the duty, after Notice and Hearing, to enter upon any Parcel without being liable to any Owner except for reasonably avoidable damage caused by such entry, in order to (a) enforce by peaceful means the provisions hereof, or (b) maintain or repair any Parcel or any Improvement thereon (excluding the Building), if for any reason the responsible Owner fails to perform such maintenance or repair as required by the Governing Documents. The cost of such enforcement, maintenance and repair shall be a Compliance Assessment enforceable as set forth herein. The Owner shall promptly pay all amounts due for such work, and the costs and expenses of collection (including attorney fees) may be added, at the option of the Board, to the amount of the Compliance Assessment specially assessed against such Owner. If an emergency occurs, such entry upon a Parcel by or on behalf of the Board shall be permitted without Notice and Hearing.

3.2.10 **Rules and Regulations.** The power, but not the duty, to establish and modify the Rules and Regulations (including, without limitation, Design Guidelines), subject to the following:

(a) **Areas of Regulation.** Rules and Regulations may concern, without limitation, use of the Project Common Area, Signs, parking restrictions, minimum standards of property maintenance, the conduct of construction activity within the Project (after the completion of the initial Improvements on the Parcel) and any other matter within the Association's jurisdiction; provided, however, that such Rules and Regulations shall be consistent with the Governing Documents, Project Entitlements and Governmental Requirements promulgated by local governmental authorities with jurisdiction over the Project. In the event of any such inconsistency, the more restrictive provision shall prevail.

(b) **Limits on Regulation.** The Rules and Regulations must fairly apply to all Owners. The Rules and Regulations shall not regulate the content of political Signs; however, they may impose reasonable regulations upon the time, place and manner of posting of such Signs. The Owners may display Signs, symbols and decorations within and on the Buildings on their Parcels of the kinds normally displayed in commercial offices, except the Association may adopt reasonable time, place and manner restrictions with respect to any such displays located outside of the Buildings in which they are located. No modification to the Rules and Regulations may require an Owner to dispose of personal property that was located on or within such Owner's Parcel prior to the adoption of such modification if such personal property was in compliance with all Rules and Regulations previously in force; however, this exemption shall apply only during the period of such Owner's ownership of the Parcel and shall not apply to (i) subsequent Owners who take title thereto after the modification is adopted, (ii) clarifications to the Rules and Regulations or (iii) violations of any Hazardous Materials Laws or other applicable Governmental Requirements.

(c) **Declarant Rights.** Nothing herein shall limit Declarant's right to unilaterally impose Rules and Regulations (including, without limitation, Design Guidelines) on the Project prior to the completion of Improvements on all Parcels.

(d) **Effective Date.** All changes to the Rules and Regulations will become effective fifteen (15) days after they are either (i) posted in a conspicuous place in the Project or (ii) sent to the Owners via first class mail or by any system or technology designed to record and communicate messages.

(e) **No Liability.** Neither Declarant nor the Association shall be liable in damages to any Owner, or to any other Person subject to or affected by this Declaration, on account of the establishment, amendment, restatement, deletion, and/or waiver of any Rules or Regulations in accordance with this Section 3.2.10.

3.2.11 **Borrowings.** The power, but not the duty, to borrow money for purposes authorized by the Governing Documents and in connection therewith, to pledge or assign any personal property of the Association (including, without limitation, the Association's right to impose Assessments pursuant to this Declaration) as security for any such borrowing.

3.2.12 **Contracts.** The power, but not the duty, to enter into contracts for purposes authorized by the Governing Documents, including but not limited to Contracts with Owners or other Persons to provide services or to maintain and repair Improvements within the Project and elsewhere which the Association is not otherwise required to provide or maintain pursuant to the Governing Documents; provided, however, that any such contract shall provide for reimbursement to the Association for the costs of providing such services or maintenance. The Association may also contract with third-party providers including, without limitation, Declarant and its affiliates, to provide services to its Members. Without limiting the foregoing, the Association may enter into agreements with third parties (including Declarant or its affiliates), either by lease (as lessor or lessee), sublease, license or contract, for the operation of facilities within the Project Common Area providing amenities or services (such as food service, recreational and cultural activities, car wash services, valet parking or other services) to the Owners and their Permittees.

3.2.13 **Indemnification.**

(a) **For The Association Representatives.** To the fullest extent authorized by California law, the Association shall have the power and the duty to indemnify Board members, the Association officers, and all other Association committee members for all damages and pay all expenses incurred by, and satisfy any judgment or fine levied against, any Person as a result of any action or threatened action against such Person brought because of performance of acts or omissions that are within what the Person in good faith believed to be the scope of the Person's Association duties ("**Official Acts**"). Board members, the Association officers and all Association committee members are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section 3.2.13(a). The entitlement to indemnification hereunder inures to the benefit of the personal representatives and successors-in-interest of any Person entitled to such indemnification.

(b) **For Other Agents of the Association.** The Association has the power, but not the duty, to indemnify any other Person acting as an agent of the Association for any damages and pay all expenses incurred by, and satisfy any judgment or fine levied against,

any Person as a result of any action or threatened action against such Person because of an Official Act as authorized by California law.

(c) ***Provided by Contract.*** The Association also has the power, but not the duty, to contract with any Person to provide indemnification beyond the scope of indemnification authorized by law on such terms and subject to such conditions as the Board may impose.

3.2.14 **Vehicle Restrictions.** The power, but not the duty, to adopt and modify reasonable restrictions on vehicles within the Project.

3.2.15 **Transportation Management Plan.** The power, but not the duty, (except to the extent such duty may be imposed by a Governmental Requirement) to implement, coordinate, monitor and enforce a transportation or traffic management plan for the Project, including, without limitation, providing a computerized car pool matching system for employees within the Project, employing a transportation management coordinator, designating reserved parking spaces in the Project for car pools and vans, paying all reasonable City costs associated with the monitoring of such a program, providing financial incentives to participants in such a program and establishing appropriate remedies and penalties and implementing such other requirements of the transportation management plan.

3.2.16 **Communications Facilities.** The power, but not the duty, to install, operate, hold, own, manage, and maintain communications and information transmission facilities for the purpose of promoting and facilitating communications services between and among the occupants of Buildings in the Project, as well as the power, but not the duty, to contract for the installation, operation or management of communications and information transmission facilities for the common benefit of all of the Parcels and Owners in the Project, and to assign or license the communications and information transmission facilities to third parties.

3.2.17 **Special Events on Project Common Area.** The power, but not the duty, to grant permission to an Owner or Owners for the short term exclusive use of any portion of the Project Common Area for periodic special events and to charge any such Owner or Owners a reasonable fee for such short term exclusive use, provided that the use of the Project Common Area by other Owners for the conduct of their business from their Parcels is not materially and adversely affected by the special event. Notwithstanding the foregoing, no auction or sale of any type shall be conducted on any portion of the Project Common Area except with the express prior approval of the Board which may be withheld in the Board's sole discretion. All such special events shall be subject to any and all permit requirements and other Governmental Requirements for special events promulgated by local governmental authorities with jurisdiction over the Project as well as any insurance requirements imposed by the provider of any Association Insurance Policy or by the Board.

3.3 **PERMITTED FUNCTIONS.** The Association is formed exclusively for those social welfare purposes and activities which are specifically and directly related to (a) the duties and powers enumerated in this Article III, (b) maintaining, operating and using the Project Common Area, including the Improvements located therein, (c) collecting assessments to finance

the maintenance and use of the Project Common Area, and (d) administering and enforcing the Governing Documents (collectively, the ***“Permitted Functions”***). Permitted Functions do not include those activities prohibited by Section 3.4 below. The funds and resources of the Association shall be used exclusively for the direct costs of Permitted Functions. This Section does not preclude the use of the Project Common Area by the Owners for promotional special events and other purposes as authorized by the Governing Documents.

3.4 **PROHIBITED ACTIVITIES.** The Association is prohibited from taking any action which is inconsistent with, or which would abrogate, any right or exemption in Article XVIII.

3.5 **STANDARD OF CARE, NONLIABILITY.**

3.5.1 **Scope of Powers and Standard of Care.**

(a) ***General Scope of Powers.*** Rights and powers conferred on the Board, or any committees or representatives of the Association by the Governing Documents are not duties charged upon those Persons unless the rights and powers are explicitly identified as including duties in the Governing Documents or in law. Unless a duty to act is imposed on the Board or any committees or representatives of the Association by the Governing Documents or law, the Board, and the committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future. Moreover, if it is determined that an action or decision does not meet the standards set forth in Sections 3.5.1(b) or 3.5.1(c) below, as applicable, provided that such action or decision is not shown to be willful or malicious, the action or decision may be reversed without further liability to the party making the decision or taking such action.

(b) ***Business Affairs.*** This Section 3.5.1(b) applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances and committee member actions. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(i) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

(ii) Counsel, professional property managers, independent accountants or other Persons as to matters which the Board member believes to be within such Person’s professional or expert competence;

(iii) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the member believes to merit confidence, so long as, in any such case, the member acts in good

faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

This Section 3.5.1(b) is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All changes to the business judgment rule applicable to the Association shall be interpreted to change this Section 3.5.1(b).

(c) ***The Association Governance.*** This Section 3.5.1(c) applies to Board actions and committee decisions in connection with interpretation and enforcement of the Governing Documents, architectural and landscaping control, regulation of uses within the Project, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

3.5.2 **Nonliability.** No Person is liable to any other Person, other than the Association or a party claiming in the name of the Association, for injuries or damage resulting from such Person's Official Acts, except to the extent that injuries or damage result from the Person's willful or malicious misconduct. No Person is liable to the Association, or to any party claiming in the name of the Association, for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. The Association is not liable for damage to property in the Project unless caused by the gross negligence or willful and malicious misconduct of the Association or its agents.

## **ARTICLE IV DESIGN CONTROL**

4.1 **ALTERATION OF PROJECT COMMON AREA.** No improvement or work which alters or otherwise affects the Project Common Area shall be made or done by any Person other than the Declarant or the Association. Notwithstanding the foregoing, but subject to compliance with the provisions of this Article IV and all applicable Governmental Requirements, each Owner may modify the Owner's Building and the route over the Project Common Area leading to the front entrance of the Owner's Building, at the Owner's sole expense, to facilitate access to the Owner's Building by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons in accordance with California Civil Code Section 6174 or any other applicable law.

4.2 **OWNER IMPROVEMENTS.** No Owner shall permit or cause any portion of the Improvements located on or within such Owner's Parcel to be altered, installed, constructed, reconstructed, replaced, assembled, maintained, relocated, removed or demolished (each, an "***Owner Alteration***") unless such Owner Alteration conforms to all applicable Governmental Requirements, the Sign Program and any Design Guidelines which may be adopted by Declarant or the Board from time to time pursuant to Section 4.5.1 below. Without limiting the foregoing, the following Owner Alterations shall further require the approval of the Approving Authority (as defined in Section 4.5.2 below):

4.2.1 any Owner Alterations that would impact in any manner the operation of utilities serving the Project Common Area, or any common water or sewer lines or fire or life

safety systems which serve more than one (1) Building, or any conduits, drains, pipes or lines necessary for the operation thereof;

4.2.2 any Owner Alterations which would increase parking requirements for the Parcel;

4.2.3 any Owner Alterations which would materially increase the load on any utility services provided by the Association;

4.2.4 any Owner Alterations that would cause an increase in the cost of insurance to be carried by the Association or the Owner of any other Parcel within the Project; and

4.2.5 any other Owner Alteration which would materially, adversely impact the use and occupancy of any Parcel within the Project (other than temporary, minor impacts resulting from construction activity related to the performance of such Owner Alteration).

4.3 **IDENTICAL REPLACEMENTS.** Notwithstanding the foregoing, neither the Declarant's nor the Board's consent shall be required for replacement of an Improvement on a Parcel for which submittals were previously approved as set forth above, or for which the replacement Improvement is substantially identical to the original Improvement installed on the Parcel. Any Improvement may be repainted without the Declarant's or Board's approval so long as the Improvement is painted the identical color it was previously painted.

4.4 **EXEMPTION.** Notwithstanding any other provision of the Governing Documents, any Successor Declarant and any Person to whom Declarant may assign all or any portion of its rights and obligations hereunder pursuant to Section 18.8 below need not obtain Board approval with respect to their construction or development activities within the Project before the recording of a Notice of Completion on the Parcel for the original Improvements. Declarant may also exclude Improvements within portions of the Project from jurisdiction of the Board in the applicable Supplemental Declaration.

#### 4.5 **APPROVAL STANDARDS.**

4.5.1 **Design Guidelines; Preapproval.** The Board (or the Declarant until the Board consists of members other than Declarant) may, in its reasonable discretion, adopt Design Guidelines setting forth architectural standards for Owner Alterations to be constructed by or on behalf of any Owner within the Project. Such Design Guidelines shall be consistent with any and all Governmental Requirements promulgated by local governmental authorities with jurisdiction over the Project. In the event of any conflict between the Design Guidelines and any applicable Governmental Requirements, the more restrictive standards shall apply. Such Design Guidelines may include, without limitation, reasonable restrictions on the conduct of construction activity within the Project so as to minimize damage to Project Common Area and/or other Parcels and any other adverse impacts on the use and occupancy of other Parcels within the Project. The Design Guidelines shall be disseminated to the membership on an annualized basis. The Declarant and the Board may, either through the Design Guidelines or through separate action, pre-approve certain types or classes of Owner Alterations which otherwise comply with the Design Guidelines if, in the exercise of their reasonable judgment,

preapproval of such types or classes of Owner Alterations is appropriate in carrying out the purposes of the Governing Documents.

4.5.2 **Architectural Approval Authority.** Declarant shall be the “Approving Authority” for purposes of exercising all approval, inspection and enforcement rights set forth in this Article IV until the Board consists of members other than Declarant. The Board shall be the Approving Authority for purposes of this Article IV; provided, however, that the Board may appoint a committee of Members of the Association and delegate to such committee its authority hereunder. The Board shall further have the power, but not the duty, to retain Declarant or any other Persons to advise the Approving Authority in connection with the review, approval and/or inspection of any Owner Alterations pursuant to this Article IV.

4.5.3 **Basis of Approval.** The Approving Authority may disapprove any submittals which are not in harmony or conformity with (a) other existing or proposed Improvements within the Project, (b) this Declaration, (c) the Design Guidelines or the Project Entitlements, as applicable, and (d) any applicable Governmental Requirements, master utility, circulation, parking, or general aesthetic or architectural plans and criteria for the Project. All such approvals and disapprovals shall be in writing and contain the reasons for the decision. The Approving Authority may further evaluate such matters as the effect of design and use of the Owner Alterations on neighboring Parcels, Improvements, or use of the Project Common Area adjacent thereto.

4.5.4 **Exculpation.** Neither the Approving Authority nor any Person retained by the Approving Authority in connection with the review and approval of Owner Alterations pursuant to this Article IV, shall be liable in damages to anyone making submittals as provided herein, or to any Owner, or other Person subject to or affected by this Declaration, on account of (a) the approval or disapproval of any submittal; (b) any construction, performance or nonperformance by an Owner of any work on or within any Parcel, whether or not pursuant to approved submittals; (c) any mistake in judgment, negligence, action or omission in the Approving Authority’s exercise of its rights, powers and duties hereunder; or (d) the enforcement of or failure to enforce any of these Governing Documents. Every Person who makes submittals for approval of an Owner Alteration agrees by reason of such submittal, and every Owner of a Parcel within the Project, by acquiring title to any such Parcel or an interest therein affected by such Owner Alteration, agrees not to bring any suit or action against Declarant, the Association or the Approving Authority or any Person retained by any of the foregoing in connection herewith seeking to recover any such damages. Approval of any submittal by the Approving Authority shall not constitute the assumption of any responsibility by, or impose any liability upon, Declarant, the Association or the Approving Authority with respect to the accuracy or sufficiency of the submittal.

#### 4.6 **REVIEW AND APPROVAL PROCESS.**

4.6.1 **Architectural Review Fee.** As a condition of its review of submittals, the Approving Authority may charge a reasonable architectural review fee to be paid at or before the time preliminary plans and specifications are submitted for approval to cover overhead and other costs of reviewing the submittals.

4.6.2 **Initial Submittals.** In order to obtain approval of any Owner Alteration, each Owner shall be required to deliver the following submittals to the Approving Authority:

- (a) Two (2) sets of basic conceptual drawings;
- (b) Two (2) sets of schematic plans and preliminary specifications, consistent with the basic conceptual drawings previously approved by the Approving Authority, including, but not limited to, site plans showing in reasonable detail the proposed type of use, size, gross floor area, shape, height, location, material and color scheme of each proposed Improvement, all utilities and service connections, and all exterior lighting and Signs related thereto (if any); and
- (c) Prior to commencement of any Owner Alterations, two (2) sets of final working drawings and specifications, based on approved basic design concepts and schematic plans and preliminary specifications, including, but not limited to, color and material palette and signage.

4.6.3 **Partial Submittals; Preparation of Submittals.** Partial submittals may be made and approved, but construction or assembly of any Owner Alterations may not proceed beyond the scope of the approval received. All plans and specifications submitted shall be prepared by an architect or engineer licensed to practice in California, and signed by the Owner or by an agent authorized by the Owner in writing.

4.6.4 **Waiver of Submittal Requirements.** The Approving Authority may waive the requirement for any submittal identified in this Section 4.6 in the sole discretion thereof.

4.7 **APPROVAL; DEEMED APPROVAL.** If the Approving Authority approves a submittal, it shall endorse its approval on one set of submitted documents and return the set to the Person from whom the documents were received. The Approving Authority shall be conclusively deemed to have given its approval to a submittal unless within thirty (30) calendar days after such submittal has been received, it delivers written notice specifying in reasonable detail each item which has been disapproved or in connection with which additional information is required. Approval of any proposals, plans and specifications or drawings for any Owner Alterations by the Approving Authority shall not waive any right to withhold approval of any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval if circumstances merit disapproval of the requested Owner Alterations.

#### 4.8 **REGULATION OF CONSTRUCTION PROCESS.**

4.8.1 **Construction Guidelines.** The Board shall have the authority to adopt and enforce reasonable rules and regulations regarding the conduct of construction activity within the Project (“*Construction Guidelines*”) for Owner Alterations so as to minimize damage to Project Common Area and/or any other adverse impacts on the Association or use and occupancy of any other Parcels within the Project. The Construction Guidelines may regulate construction traffic, staging, parking of construction vehicles and equipment, storage and disposal of construction waste and other materials and such other construction-related matters as

the Association may deem appropriate. The Construction Guidelines may also authorize the Association to charge fees for monitoring compliance with such Construction Guidelines and may further provide for penalties for noncompliance therewith (including, without limitation, unauthorized use of trash facilities or other Improvements within the Project Common Area). If the Approving Authority determines, in its reasonable discretion, that construction of any Owner Alteration poses a material risk of damage to the Project Common Area, the Board may require that the responsible Owner post a bond or other security against any costs that may be incurred by the Association to repair damage to the Project Common Area in connection with construction of such Owner Alteration.

4.8.2 **Contractor Requirements.** The Construction Guidelines may require that the contractors or subcontractors to be engaged an Owner to perform any construction, installation or other services required in connection with a Proposed Alteration (collectively, the “*Work*”) be duly licensed to the extent required by applicable Legal Requirements. Unless otherwise provided in the Construction Guidelines, all contractors or subcontractors performing any Work within the Project shall provide to the Association, prior to commencing Work, proof of (i) any workers’ compensation insurance coverage required by law as well as (ii) commercial general liability insurance coverage against any claims or liabilities arising from the performance of the Work or other activities of such contractor or subcontractor on the Project in connection therewith, which general liability insurance coverage shall be in an amount satisfactory to the Association in its reasonable discretion. The Association shall further have the right to require all such contractors and subcontractors to deliver certificates of insurance for the foregoing commercial general liability insurance naming the Association as an additional insured thereunder. Without limiting the foregoing, the Approving Authority shall have the right to impose fines or penalties for violations of the Construction Guidelines or construction of Owner Improvements in a manner which does not comply with the provisions of this Article IV.

4.9 **COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.** Unless otherwise specified by the Approving Authority in its approval of a submittal, each Owner shall have a period of six (6) months after the date of such approval within which to commence work on such Owner Alteration in accordance with the approval. Each Owner shall give the Approving Authority at least fifteen (15) days’ prior written notice of the commencement of any work of Owner Alteration. Approval of a submittal shall expire six (6) months after the date such approval is given. If an Owner fails to commence the work covered by such submittal in accordance with the approved document or documents within such period, any previous approvals for such work shall be invalid, and the Owner shall be obligated to make a new submittal prior to commencing construction of such Owner Alteration. After construction of an Owner Alteration is commenced by an Owner, such Owner shall diligently pursue such work to completion.

4.9.1 **Inspection of Work.** Declarant or the Board, as applicable, or their duly authorized representative may inspect any work for which its approval is required under this Article (“*Work*”). The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with applicable approvals of the Work or with the requirements of the Governing Documents, Project Entitlements or any applicable Governmental Requirements (“*Noncompliance*”).

(a) **Time Limit.** The right of Declarant or the Board to inspect the Work and notify the responsible Owner of any Noncompliance pursuant to this Section 4.9.1 shall terminate sixty (60) days after the Board has received written notice from the Owner that the Work has been completed and the Work has, in fact, been completed.

(b) **Remedy.** If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification of noncompliance, the Board may Record a Notice of Noncompliance (if allowed by law) and commence an alternate dispute resolution procedure or a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

4.9.2 **Certificate of Compliance.** Upon completion of the Work, the performing Owner shall, upon request by the Approving Authority, supply a certification from a licensed or registered architect that the Work as designed by such architect has been completed in accordance with the final working drawings and specifications previously approved by the Approving Authority.

4.9.3 **Presumption of Compliance.** Upon expiration of one (1) year after the Recording date of a valid notice of completion with respect to such Work, the Work shall, in favor of purchasers and Mortgagees in good faith and for value without knowledge of the noncompliance and noncompletion, be deemed to be in compliance and completed in accordance with all provisions of this Article, unless either (i) an actual Notice of Noncompliance or noncompletion executed by Declarant or the Board is Recorded, or (ii) legal proceedings are instituted by Declarant or the Board to enforce compliance or completion. Notwithstanding the foregoing, nothing in this Section 4.9 shall be deemed to constitute a representation or warranty by Declarant or the Board, for the benefit of any such purchasers and/or Mortgagees, that the Work complies with applicable Governmental Requirements.

4.10 **REMOVAL OF LIENS.** No Owner shall permit any mechanics, or materialmen, or other similar liens to be created or maintained against any Parcel that includes Project Common Area upon which labor or material has been performed or furnished in connection with the construction of an Owner Alteration. An Owner must either (i) pay the lien in full, or (ii) post a bond in the amount of the lien and contest any such lien at the Owner's sole expense.

## **ARTICLE V OWNERS' MEMBERSHIP AND VOTING RIGHTS**

5.1 **MEMBERSHIP.** Every Owner of a Parcel within the Project shall, upon Close of Escrow for its acquisition of such Parcel, automatically become a Member of the Association and shall remain a Member thereof until ownership ceases. Memberships in the Association are not assignable, except to the Person to which title to the Parcel has been transferred. Every membership in the Association is appurtenant to and may not be separated from the fee ownership of such Parcel. Ownership of a Parcel is the sole qualification for membership in the Association.

5.2 **TRANSFER.** The Membership in the Association held by any Owner of a Parcel may not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Parcel, and then only to the purchaser or Mortgagee thereof. Any encumbrance in favor of a Mortgagee shall include all rights of Membership, including all voting rights appurtenant thereto, which voting and other Membership rights shall be deemed immediately transferred upon transfer of title to such Parcel to such Mortgagee or any assignee thereof (including a foreclosure sale purchaser) upon foreclosure of the associated Mortgage or any deed in lieu thereof. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. The Association shall have the right to rely on evidence of Record title to a Parcel for purposes of determining the Person entitled to exercise the Membership rights appurtenant to ownership of such Parcel; provided however, that any Owner who has sold a Parcel to a contract purchaser under an agreement to purchase may delegate the Owner's Membership rights to the contract purchaser. Any such delegation to a contract purchaser prior to transfer of Record title to the applicable Parcel must be in writing and must be delivered to the Association before the contract purchaser may vote. The contract seller shall remain liable for all charges and Assessments attributable to the contract seller's Parcel which accrue before such title is transferred. The Association may levy a reasonable Membership transfer fee against any Parcel being transferred (other than transfers as a result of a foreclosure of a First Mortgage or deed in lieu thereof) to reimburse the Association for the administrative cost of transferring the associated Membership to the new Owner thereof on the records of the Association.

5.3 **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership as follows:

5.3.1 **Class A.** Class A Members shall be all Owners with the exception of Declarant. Class A Members shall be entitled to exercise voting power in the Association in the same ratio as Common Assessments are allocated to the Class A Member's Parcel as set forth in Article VIII.

5.3.2 **Class B.** Declarant shall be the Class B Member and shall be entitled to three (3) times the voting power attributable to each Parcel owned by Declarant, as computed in accordance with the preceding paragraph until the Declarant Rights Termination Date.

5.4 **VOTE DISTRIBUTION AMONG MEMBERS.** All voting rights shall be subject to the Governing Documents. When more than one Person holds an interest or interests in any Parcel (each, a "*co-owner*"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the votes to which the Parcel is entitled). Such co-owners may all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A votes for each Parcel shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the votes for such Parcel shall be exercised as the majority in interests of the co-owners thereof mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of the other co-owners. No votes shall be cast for any Parcel where the co-owners present in person or by proxy owning the majority of interests therein cannot agree to said votes or other action. The nonvoting co-

owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Parcel and shall be entitled to all other benefits of ownership.

5.5 **VOTING RIGHTS UPON FURTHER SUBDIVISION.** The Class A votes allocated to any Parcel which has been further subdivided into residential or commercial condominium units shall be exercised by the homeowners association for such Parcel. In no event shall any allocation of Class A Votes result in an increase or decrease in the total number of Class A Votes allocated to such Parcel prior to its further subdivision.

5.6 **ACTIONS SUBJECT TO DECLARANT'S VETO.** Through the Declarant Rights Termination Date, Declarant shall have the right to veto the following actions authorized by this Declaration:

5.6.1 **Change in Design.** Any change in the general, overall architectural and landscaping design of the Project Common Area.

5.6.2 **Rules and Regulations.** The adoption of Rules and Regulations; and any modification of the Rules and Regulations.

5.6.3 **Amendments.** Any proposed amendments to this Declaration.

## **ARTICLE VI EASEMENTS**

### **6.1 OWNERS' EASEMENT.**

6.1.1 **Use and Enjoyment of Project Common Area.** Declarant hereby establishes and reserves for the benefit of each Owner of a Parcel in the Project and its Permittees, a non-exclusive easement of ingress and egress and of enjoyment in, to and over the Project Common Area, and for parking, ingress, egress and vehicular and pedestrian access upon and over those portions of the Project Common Area improved for such purposes, in connection with the use and enjoyment of each Parcel within the Project. This easement is appurtenant to and shall pass with title to each Parcel within the Project. This easement is subject to all other rights and easements set forth in the Governing Documents, including without limitation, the following:

- (a) The Association's exercise of its powers granted hereunder;
- (b) The establishment of such Rules and Regulations pertaining to the use of the Project Common Area as may be adopted from time to time by Declarant and/or the Board pursuant to the provisions of this Declaration;
- (c) The Association's right to grant, consent to or join in the grant or conveyance of leases, easements, licenses or rights-of-way in, on or over the Project Common Area for purposes consistent with the intended use of the Project;
- (d) The rights and reservations of Declarant established in Article XVIII of this Declaration;

(e) The Association's right to add to, repair, replace, maintain, refinish or remove any Improvement on the Project Common Area and to consent to or otherwise cause the construction of additional Improvements on the Project Common Area as necessary for operation thereof as contemplated in this Declaration, in each case for the benefit of the Owners or for other purposes consistent with the intended use of the Project as a planned business development;

(f) The Association's right to reasonably restrict access to sensitive landscaped areas, maintenance facilities and other areas of the Project Common Area, including without limitation, the right to restrict access to portions of the Project Common Area for purposes of establishing Exclusive Use Areas for the exclusive use of the Owner or Permittees of any Parcel within the Project; provided however, that no such Exclusive Use Area shall interfere with the rights of other Owners to access their Buildings. Exclusive Use Areas within the Project Common Area may be designated by Declarant in a Supplemental Declaration describing such Project Common Area.

(g) Easements as shown on any Recorded subdivision map or Recorded parcel map of the Project, and any other easements now or hereafter recorded against the Project Common Area.

(h) The easements reserved in the other Sections of this Article VI or any easements, licenses, rights-of-way or interests that may be granted by Declarant pursuant to Section 18.2 below.

6.1.2 **Drainage.** Declarant hereby establishes and reserves for the benefit of each Owner of a Parcel in the Project, reciprocal, nonexclusive easements for drainage of water over, across and upon adjacent Parcels and the Project Common Area resulting from the normal use of adjoining Parcels or the Project Common Area along with nonexclusive easements for the use of storm drains and other private drainage improvements located within the Project Common Area.

6.1.3 **Delegation of Use.** Any Owner entitled to the right and easement of use and enjoyment of the Project Common Area may delegate those rights and easements to such Owner's tenants, contract purchasers or subtenants who occupy all or any portion of such Owner's Parcel, subject to reasonable regulation by the Board.

## 6.2 DECLARANT'S EASEMENTS.

6.2.1 **Telecommunications Easements.** Declarant reserves for itself and for the benefit of the Association, non-exclusive blanket easements (collectively, "**Telecommunications Easements**") over their Parcels (excluding the Building envelope) for access and for purposes of constructing, installing, locating, altering, operating, maintaining, inspecting, upgrading, removing and enhancing telecommunications facilities within the Project. Such easements shall be freely transferable by the Association to any other Person and their successors and assigns; provided, however, that the holders of the Telecommunications Easements may not exercise the rights reserved hereunder in any manner which will unreasonably interfere with the reasonable use and enjoyment of the Project by any Owner. If

the exercise of any Telecommunications Easement results in damage to the Project, then the easement holder who caused the damage shall, within a reasonable period of time, repair such damage.

**6.2.2 Access Easement Over the Project Common Area.** Declarant reserves for its benefit and for the benefit of their agents, employees, contractors, customers and invitees a nonexclusive easement over the Project Common Area for access, ingress, egress, use and enjoyment in connection with the promotion and marketing of any Parcel in the Project, including, without limitation, the sale, leasing or financing of Parcels or all or any portion of the Improvements located thereon; provided, however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners established by this Declaration. Without limiting the generality of the foregoing, Declarant may, subject to any applicable Governmental Requirements, erect and maintain Signs, use vehicles and equipment upon the Project Common Area, place Signs on Parcels owned by Declarant or such other Owner, and permit prospective purchasers, lessees and lenders to enter upon the Project Common Area as reasonably necessary in connection with the promotion or marketing of the Parcels or the Project Common Area.

**6.3 ASSOCIATION MAINTENANCE AND REPAIR.** Declarant reserves for the benefit of the Association and all Association agents, officers and employees, nonexclusive easements over the Parcels for purposes of access, inspection and maintenance as necessary to fulfill the obligations and perform the duties of the Association pursuant to the Governing Documents and any applicable Governmental Requirements. Without limiting the foregoing, Declarant further reserves for the benefit of the Association and all Association agents, officers and employees, nonexclusive easements over each of the Parcels for purposes of satisfying any maintenance obligations of the Owner of such Parcel pursuant to Section 7.4 below or otherwise enforcing, by peaceful means, the provisions of this Declaration should the Owner of such Parcel fail, after Notice and a Hearing, to perform such maintenance or remedy any other noncompliance with this Declaration.

**6.4 MISCELLANEOUS EASEMENTS.** Declarant reserves and accepts the following easements for the benefit of the Association, the Project Common Area, the Parcels and the other Owners:

**6.4.1 Easements For Public Service Use.** Nonexclusive easements over the Project for public services, including but not limited to, the right of law enforcement and fire protection personnel to enter upon any part of the Project for the purpose of carrying out their official duties.

**6.4.2 Utilities and Communication Service.** Nonexclusive easements over all Parcels and the Project Common Area, as necessary for maintenance and repair of utilities and communication services to the Parcels; including but not limited to, the right of any public utilities or mutual water district of ingress and egress over the Project Common Area for purposes of servicing utilities within the Project, reading and maintaining meters, and using and maintaining fire hydrants located in the Project. In addition, Declarant reserves an easement over each Parcel for the benefit of the Association and the Project Common Area, to connect to utility improvements located on such Parcel for purposes of obtaining utility service for the Project Common Area as contemplated in Section 7.6 below.

6.4.3 **Encroachments.** Reciprocal easements for minor encroachments (not to exceed six (6) feet, six inches) and maintenance in the event that any Improvement or any architecture feature incorporated therein on a Parcel encroaches upon the Project Common Area or another Parcel, or if Improvements on the Project Common Area encroach upon any Parcel for any reason such as (but not limited to) (a) variances in original construction or reconstruction thereof approved pursuant to Article IV of this Declaration, or (b) the repair, shifting, settlement or movement of any Improvement within the Project following completion of the construction or reconstruction thereof. The foregoing shall include an easement in favor of the Association for purposes of connecting covered walkways, awnings or other non-load bearing structures located on or over portions of the Project Common Area to the Buildings within the Project.

6.4.4 **Easements on Maps.** Easements as shown on any Recorded subdivision map or Recorded parcel map of the Project.

## **ARTICLE VII MAINTENANCE OBLIGATIONS**

7.1 **CONVEYANCE OF PROJECT COMMON AREA.** The Association, acting through its Board, must accept title to, and maintenance responsibilities for, the Project Common Area when title and maintenance responsibilities are tendered by Declarant, and shall execute each deed and any accompanying escrow instructions if requested to do so by Declarant. No Owner shall interfere with the exercise by the Association or Declarant of their rights under this Section. Until commencement of Common Assessments as set forth in Section 8.9 below, Declarant shall maintain the Project Common Area in a condition as good as or better than that required of the Association hereunder.

7.2 **MAINTENANCE OF PROJECT COMMON AREA.** The Association shall maintain the structure and exterior of the Buildings and the Project Common Area as “Class A” office buildings as that term is customarily used in the commercial leasing industry. The Association’s obligation to maintain the Project Common Area shall commence on the date which is the later of (i) the date the Declarant conveys such Project Common Area (or easements for maintenance of the Project Common Area) to the Association or (ii) the date the Project Common Area Improvements are completed. At such time, the Association shall provide for the operation and maintenance of the Project Common Area and the Improvements located thereon, including without limitation, (a) maintaining clean Building exteriors which shall include, if necessary, periodic painting or other treatment of Building exteriors, (b) repainting, repair or replacement of all planters, walkways, driveways, and parking areas (including restriping and repaving thereof), light fixtures and irrigation systems located on or within the Project Common Area and (c) maintaining and repairing any sewers or drainage improvements within the Project Common Area which are not maintained by a local governmental agency or utility company. Without limiting the foregoing, the Association shall ensure that the landscaping (including landscape buffer areas) within the Project Common Area is maintained with trees and vegetation that have a level of architectural significance, design value and quality that is substantially the same as or better than as shown on the landscape plan for the Project (the “*Landscape Plan*”) and is consistent with all applicable Governmental Requirements and Project Entitlements. No trees or landscaping shall be removed without concurrently being replaced with trees or landscaping that is substantially similar to or better than those shown on the Landscape Plan.

Notwithstanding the foregoing, the Association shall have no obligation to maintain (I) any portion of the Project Common Area subject to the easement rights of any party other than Declarant or the Owners to the extent that the holder of such easement is responsible for maintenance of such portion of the Project Common Area or (II) any utility improvements within the Project Common Area installed by the Owner of any Parcel for purposes of serving the Building located on that Owner's Parcel. The Association shall furnish all utilities serving the Project Common Area; provided however, that the Association shall have no responsibility for furnishing utility service for any light fixtures attached to any Buildings, the utilities for which shall be provided by the Owner or occupant of the Building to which the light fixture is attached. The Association shall have the right to connect to utility improvements located on or otherwise serving a Parcel for purposes of obtaining utility service required for any amenities operated or otherwise located on the Project Common Area, provided that (A) the Association shall be responsible for sub-metering any such utility connection and (B) reimbursing the Owner of such Parcel for the Association's proportionate share of such utilities as and when due and payable to the applicable utility provider. The Association may, but shall be under no obligation to, take such security measures as it deems reasonably appropriate to keep the Project Common Area reasonably secure. Any security measures provided by Association shall be subject to the Security and Privacy Disclaimer set forth in Section 17.13 of this Declaration. The Association shall have the right from time to time to select a professional Manager (which may be Declarant or a party affiliated with Declarant) to operate and maintain the Project Common Area.

**7.3 CHANGES TO PROJECT COMMON AREA.** Except as otherwise specifically provided in this Declaration and subject to any applicable Governmental Requirements, the Association shall be entitled to make any change in the alignment, location, nature, size, extent or configuration of the Improvements in the Project Common Area existing from time to time as the Association, in its sole and absolute discretion, shall deem desirable and in the best interests of all Persons using the Project Common Area (including, but not limited to, the addition, elimination, location or relocation of landscaped areas or any Improvements required to provide Improvements or other services to the Owners and their Permittees).

**7.4 MAINTENANCE OBLIGATIONS OF OWNERS.** Each Owner, at its sole cost and expense, subject to the provisions of this Declaration, shall maintain, repair, replace and restore all Improvements located on its Parcel in a neat, sanitary and attractive condition and otherwise in accordance with all Governmental Requirements and any Rules and Regulations. Such maintenance responsibilities include, but are not limited to, (a) maintaining clean Building interiors and (b) maintaining, repairing and replacing any outdoor Improvements located on the Parcel but outside of the Project Common Area. If any Owner shall permit any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or shall otherwise fail to maintain any Improvements or the Parcel in accordance with this Declaration, the Association shall have the right to seek any remedies at law or in equity which it may have. In addition, the Association shall have the right, but not the duty, after Notice and Hearing, to enter upon such Owner's Parcel to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Compliance Assessment enforceable as set forth in this Declaration.

**7.5 ENVIRONMENTAL COMPLIANCE.** Each Owner shall comply, and shall ensure that all of its Permittees comply, with all laws, rules, regulations, judgments, orders,

permits, licenses, agreements, covenants, restrictions, requirements or the like relating to the environmental condition of the Project or the presence of Hazardous Materials in, on, above, under or otherwise affecting the Project including, without limitation, the statutes referenced in Section 1.27 hereof. Furthermore, each Owner shall, subject to Section 13.2 below, protect, indemnify, defend, and hold Declarant, each other Owner and the Association, and each of their respective members, managers, partners, directors, officers, employees, shareholder, agents, lenders, successors and assigns harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising as a result (directly or indirectly) of or in connection with any violation of Hazardous Materials Laws occurring within such Owner's Parcel or, to the extent arising from actions of such Owner or any Permittee thereof, within the Project Common Area. Notwithstanding anything to the contrary set forth elsewhere in this Declaration, any obligations of the owner of a residential condominium unit under this Section 7.5 shall be deemed obligations of that owner only and not the obligation of any other owners of condominium units located within the same Parcel, or shall be deemed the obligation of the homeowners association for such Parcel.

**7.6 UTILITIES AND COMMUNICATIONS AND INFORMATION TRANSMISSION FACILITIES.** Each Owner shall maintain and repair, or cause to be maintained and repaired at the Owner's expense, all utility lines, sewer laterals, drainage systems and permitted communications and information transmission facilities which exclusively serve the Owner's Parcel. All utility lines and permitted communications and information transmission facilities installed by any Owners which serve one or more (but not all) of the Parcels within the Project but which are not maintained and repaired by the local governmental agency or utility company providing such services shall be jointly maintained by the Owners of the Parcels served by such facilities or utility and communications services.

**7.7 OWNERSHIP OF FURTHER SUBDIVIDED PARCEL.** Except as expressly set forth otherwise herein, any Parcel further subdivided into residential or commercial condominium units shall, for purposes of this Article VII, be deemed owned by the homeowners association for such Parcel, and all responsibilities of the Owner of such Parcel set forth in this Article VII shall be deemed the obligation of such homeowners association.

## **ARTICLE VIII OBLIGATION TO SHARE COSTS**

### **8.1 CREATION OF ASSESSMENT OBLIGATION.**

**8.1.1 Personal Obligation.** Declarant and each Owner subsequently acquiring title to any Parcel the Project is deemed to covenant to pay to the Association (a) Common Assessments, (b) Capital Improvement Assessments, (c) Compliance Assessments, (d) Extraordinary Assessments, and (e) Reconstruction Assessments. Except as provided in this Section, all Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, are a charge and can become a lien upon the Parcel against which such Assessment is made and are also the personal obligation of the Person who was the Owner of the Parcel at the time when the Assessments fell due.

8.1.2 **Waiver of Use.** No Owner may become exempt from personal liability for Assessments levied by the Association, nor may an Owner release the Owner's Parcel from the liens and charges hereof, by waiving the use and enjoyment of the Project Common Area or any facilities thereon or by abandoning such Owner's Parcel.

8.2 **MAINTENANCE FUNDS OF THE ASSOCIATION.** The Board shall budget, establish and maintain certain accounts (the "*Maintenance Funds*") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the Association's performance of its functions. The Maintenance Funds may be established as trust accounts at a banking or savings institution and may be combined so long as reserve funds are not combined with operating funds and the funds are treated as separate funds for accounting purposes. The Association's Maintenance Funds shall include:

8.2.1 **General Operating Fund.** A "General Operating Fund" for Common Expenses of the Association, exclusive of Common Expenses attributable to Special Benefit Areas, if any;

8.2.2 **General Reserve Fund.** A "General Reserve Fund" for the deposit of Reserves attributable to Improvements included within the Project Common Area, exclusive of Reserves attributable to Special Benefit Areas, if any; and

8.2.3 **Miscellaneous Maintenance Funds.** Any other Association Maintenance Funds which the Board may deem necessary.

Should Declarant and/or the Board elect to establish any Special Benefit Areas pursuant to Section 8.6 below, the Association shall further establish the following funds for purposes of paying Common Expenses and Reserve Expenditures allocated to such Special Benefit Area:

8.2.4 **Special Benefit Area Operating Fund.** For any Special Benefit Area, a separate Special Benefit Area Operating Fund for Common Expenses attributable to the Special Benefit Area; and

8.2.5 **Special Benefit Area Reserve Fund.** For any Special Benefit Area, a separate Special Benefit Area Reserve Fund for the deposit of Reserves attributable to the Special Benefit Area.

The Board may determine that funds remaining in the General Operating Fund or Special Benefit Area Operating Fund, as applicable, at the end of the Fiscal Year be either (i) transferred to the General Reserve Fund or Special Benefit Area Reserve Fund, as applicable, or (ii) retained and used to reduce the Common Assessments otherwise payable into such Maintenance Fund for the following Fiscal Year. On dissolution of the Association incident to the abandonment or termination of the Project as a common-interest development, any amounts remaining in any of the Maintenance Funds shall be distributed to or for the benefit of the Owners in the same proportions as such money was collected from the Owners.

8.3 **PURPOSE OF ASSESSMENTS.** Assessments and any other amounts deposited into the Maintenance Funds shall be used exclusively to (a) promote the Owners'

health, recreation and welfare, (b) operate, improve and maintain the Project Common Area, and (c) discharge other Association obligations under the Governing Documents. Disbursements from the Maintenance Funds shall be limited to specific purposes as follows:

8.3.1 **General Operations.** Disbursements from the General Operating Fund shall be made for payments of Common Expenses, for the common benefit of all Owners.

8.3.2 **General Reserves.** Disbursements from the General Reserve Fund shall be made solely for funding Reserve expenditures which are not budgeted to a Special Benefit Area.

8.3.3 **Special Benefit Area Operations.** Disbursements from each Special Benefit Area Operating Fund shall be made solely for funding the current operating expenses allocated to the Special Benefit Area for which the fund was created.

8.3.4 **Special Benefit Area Reserves.** Disbursements from each Special Benefit Area Reserve Fund shall be made solely for funding Reserve expenditures attributable to the Special Benefit Area for which the fund was created.

8.4 **ASSESSMENT COMPONENTS AND RATES.** Each annual Common Assessment is an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts of prospective deposits into the General Operating and Reserve Funds, Special Benefit Area Operating and Reserve Funds, and any other Maintenance Fund established by the Association. Common Assessments shall be assessed against the Owners of each Parcel in the percentages set forth on the attached *Exhibit G*.

8.5 **ALLOCATION OF ASSESSMENTS FOLLOWING FURTHER SUBDIVISION.** All assessments to be imposed on any Parcel which has been further subdivided into residential condominium units shall be imposed directly upon homeowners association for such Parcel. The allocation of assessments within any Parcel further subdivided into commercial condominium units may be paid by the owners association for the Parcel in a single amount, or if desired by the subdividing Owner, or the owners association, may be set forth in a Supplemental Declaration recorded by the Owner or owners association for such Parcel distributing the percentage of Assessments allocable to such Parcel prior to the conveyance of any commercial condominium units within such further subdivided Parcel; provided, however, that (i) such allocation shall be subject to the approval of the Board (which approval shall not be unreasonably withheld) and (ii) in no event shall such allocation result in an increase or decrease in the total percentage of Assessments allocable to the subdivided Parcel in aggregate or otherwise increase or decrease the Assessment percentage for any other Parcel in the Project. Without limiting the foregoing, any Compliance Assessment imposed as a result of a default hereunder on the part of the owner or Permittee of any commercial condominium unit shall be imposed only on such commercial condominium unit and not on any other commercial condominium units within such Parcel.

8.6 **SPECIAL BENEFIT AREAS.** In the event that the Board, in its reasonable discretion, determines that any one (1) or more Parcel(s) within the Project, or the Owners or Permittees of such Parcels, benefit more than the Project as a whole from special services or

benefits provided by the Association, then the Board shall have the right, but not the obligation, to establish a Special Benefit Area consisting of the Parcel(s) benefiting from such special services. Without limiting the foregoing, Declarant may designate Special Benefit Areas in a Supplemental Declaration recorded by Declarant against any Parcel(s) then owned by Declarant. Costs related to the special services or benefits provided to Parcel(s) within such Special Benefits Area shall be assessed only against the Owners of such Parcel(s) and may be allocated among such Owners by any method determined by the Board to be reasonable or appropriate under the circumstances. The additional administrative and operating costs of each Special Benefit Area shall be included as a part of the Common Expenses allocated to the Owners of the Parcel(s) within the Special Benefit Area. All provisions of this Declaration requiring the vote or approval of a specified percentage of Owners regarding services or benefits to be provided to Owners within any Special Benefit Area shall only require the vote or approval of the requisite percentage of Owners who are responsible for payment of Assessments attributable to the applicable Special Benefit Area. There are no Special Benefit Areas as of the Recordation of this Declaration.

**8.7 ESTABLISHING COMMON ASSESSMENTS.** Common Assessments shall be initially levied against the Parcels and their Owners according to the initial Budget of the Association approved by the Board prior to commencement of Common Assessments. Thereafter, Common Assessments shall be adjusted in accordance with each revised Budget subsequently approved by the Board. The Board shall fix the amount of the Common Assessment against each Parcel at least sixty (60) days in advance of each Fiscal Year. If the Board determines that the Common Assessment being collected is or will become inadequate to pay all Common Expenses, the Board shall immediately determine the approximate amount of the inadequacy and levy a supplemental Common Assessment. Written notice of any change in the amount of any Common Assessment, Capital Improvement Assessment or Reconstruction Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than ninety (90) days before the first installment of such increased Assessment becomes due.

**8.8 SPECIAL ASSESSMENTS.** The Board may levy, in any Fiscal Year, a Capital Improvement Assessment, Reconstruction Assessment or Extraordinary Assessment (each, a “*Special Assessment*” for purposes of this Section 8.8) only for purposes authorized in this Declaration or any Supplemental Declaration. Capital Improvement Assessments, Reconstruction Assessments and Extraordinary Assessments shall be assessed against the Owner of each Parcel in the same proportion as Common Assessments unless the Board, in its reasonable discretion, determines that an alternative allocation is fair and reasonable under the circumstances giving rise to the need for the applicable Capital Improvement Assessment, Reconstruction Assessment or Extraordinary Assessment.

**8.9 COMMENCEMENT OF COMMON ASSESSMENTS.** Common Assessments shall commence on all Parcels within the Project upon commencement of the Association’s obligation to maintain the Project Common Area pursuant to Section 7.2 above.

**8.10 COLLECTION OF COMMON ASSESSMENTS.** Each Owner shall pay all Assessments payable hereunder in installments at such frequency and in such amounts and by such methods as may be established by the Board pursuant to this Article VIII. The Association

shall, upon demand and for a reasonable charge, furnish a statement setting forth whether the Assessments on a specified Parcel have been paid. A properly completed statement as to the status of Assessments against a Parcel is binding upon the Association as of the date of its issuance. The Association may use any method of collecting Assessments allowed by law including charging credit cards or electronic transfers. At the Association's discretion, the additional cost of any method of collection can be collected from the Owner electing the method of collection and does not have to be divided equally among all Owners.

Each installment of Common Assessments may be paid by an Owner to the Association in one check or payment or in separate checks or payments attributable to specified Association Maintenance Funds. If any payment of a Common Assessment installment is less than the amount assessed and the payment does not specify the Maintenance Fund or Funds into which it should be deposited, the payment received by the Association from that Owner shall be credited in order of priority first to the General Operating Fund until that portion of the Common Assessment has been satisfied, then to the General Reserve Fund until that portion of the Common Assessment has been satisfied, then to any other Maintenance Funds established by the Association.

## **ARTICLE IX INSURANCE**

### **9.1 ASSOCIATION INSURANCE.**

9.1.1 **Casualty Insurance.** The Association shall maintain standard form fire insurance with such extended coverage endorsements as are commonly written in California, written by insurance companies with a Best's rating of at least A, VIII, covering all Improvements on the Project Common Area, in an amount not less than one hundred percent (100%) of the actual replacement cost thereof (excluding foundation and excavation cost). Notwithstanding the foregoing, the Association has the power, but not the duty, to obtain insurance for the Project Common Area for loss due to earthquake and flood, in such limits and with such coverage as the Board determines is appropriate in its sole discretion.

9.1.2 **Liability and Other Insurance.** Association shall maintain commercial general liability insurance naming the Owners as additional insureds, providing coverage against claims and liability for bodily injury, death and property damage arising out of activities of the Association or the Owners with respect to the Project Common Area, written by insurance companies with a Best's rating of at least A, VIII, with limits of liability of at least Two Million Dollars (\$2,000,000) combined single limit or such greater amount as may be required pursuant to Section 6840 of the California Civil Code. The insurance shall include contractually assumed liability endorsements. The liability limits of the liability insurance to be maintained by the Association pursuant to this Section 9.1.2 may be increased by the Association based on relevant factors including, without limitation, inflation, increased liability awards and the advice of professional insurance advisors.

9.1.3 **Other Insurance.** The Board may also obtain (a) such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Association and the members of the Board against liability for any act or omission in

carrying out their obligations hereunder, or resulting from membership on the Board or (b) such other insurance covering risks customarily insured by associations managing commercial planned development projects similar to the Project in construction, location and use.

9.1.4 **Beneficiaries.** The insurance policies to be maintained by the Association pursuant to this Section 9.1 (collectively, the “*Association Insurance Policies*”) shall be maintained for the benefit of the Association, the Owners, and the Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements established in this Declaration.

9.1.5 **Notice of Expiration Requirements.** If available, each of the Association Insurance Policies must contain a provision that the policy may not be canceled, terminated, materially modified or allowed to expire by its terms without at least ten (10) days prior written notice to the Board and Declarant, and to each Owner and Mortgagee, insurer and guarantor of a Mortgage who has filed a written request with the carrier for such notice and every other Person in interest who requests such notice of the insurer. In addition, fidelity insurance shall provide that it may not be canceled or substantially modified without at least ten (10) days prior written notice to any insurance trustee named pursuant to Section 9.1.8 below and to each Mortgagee who has filed a written request with the carrier for such notice.

9.1.6 **Insurance Premiums.** Premiums for the Association Insurance Policies are Common Expenses; provided, however, that any deductible amounts or self-insurance retention component of claims covered by such insurance policies shall be payable from the Association’s Reserve Fund.

9.1.7 **Annual Insurance Review.** The Board shall review the Association Insurance Policies at least annually to determine the appropriate amount of coverage under the casualty and fire insurance referred to in this Section 9.1. If deemed appropriate by the Board, the Board may, at its sole discretion, obtain a current appraisal of the full replacement value of the Improvements within the Project Common Area (except for foundations and footings, without deduction for depreciation), from a qualified independent insurance appraiser, as it deems appropriate.

9.1.8 **Trustee for Policies.** The Association is trustee of the interests of all named insureds under the Association Insurance Policies. The Association shall keep a record of all claims made. All insurance proceeds under any such policies provided for in this Section 9.1 must be paid to the Board as trustees. The Board has the authority to negotiate loss settlements with insurance carriers on any claims submitted under the Association Insurance Policies. The Board has the exclusive right to bind the Association and the Owners in respect to all matters affecting the Association Insurance Policies, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance. Duplicate originals or certificates of all policies of fire and casualty insurance kept by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Owners and Mortgagees who requested them in writing.

9.2 **OWNERS INSURANCE OBLIGATIONS.** Each Owner shall maintain the following insurance coverages (the “*Owner Insurance Policies*”):

9.2.1 **Casualty Insurance.** Each Owner shall maintain, at its sole cost and expense, standard form fire and casualty insurance with extended coverage endorsements as written in California, written by insurance companies with a Best's rating of at least A, VIII, covering the Improvements within such Owner's Parcel, which insurance shall be in an amount as near as possible to one hundred percent (100%) of the actual replacement cost thereof excluding foundation and excavation costs, without deduction for depreciation.

9.2.2 **Liability Insurance.** Each Owner shall maintain, at its sole cost and expense, commercial general liability insurance (occurrence form) written by insurance companies with a Best's rating of at least A, VIII, with limits of liability not less than Two Million Dollars (\$2,000,000) combined single limit, insuring against (i) any and all activities within or upon any said Owner's Parcel, and (ii) liability for the activities and business operations of such Owner and its Permittees (including the use of automobiles within the Project Common Area by such Owner and its Permittees) within the Project. The insurance shall include contractually-assumed liability endorsements. The policy shall be primary and not in excess of, or contributory with, other insurance carried by the Declarant or the Association pursuant to this Declaration. Such insurance may provide for reasonable and customary deductible amounts. The liability limits of the Owner's liability insurance required pursuant to this Section 9.2.2 may be periodically increased by the Association based on relevant factors including, without limitation, inflation, increased liability awards and the advice of professional insurance advisors.

9.2.3 **Worker's Compensation.** Each Owner shall maintain, and shall require its Permittees to maintain, Worker's Compensation and Employer's Liability Insurance, as required by law.

9.2.4 **Additional Owner Insurance Requirements.**

(a) All Owner Insurance Policies shall be written as primary policies, not contributing with, and not in excess of coverage which the Association may carry. Such insurance may provide for reasonable and customary deductible amounts. If on account of the failure of Owner to comply with the provisions of this Section 9.2.4(a), the Association is adjudged a coinsurer by its insurance carrier, then, in addition to all other remedies available to the Association, any loss or damage the Association shall sustain by reason thereof shall be borne by such Owner and shall be immediately paid by such Owner upon receipt of a bill therefor and evidence of such loss. Coverage afforded under the Owner Insurance Policies or any other insurance maintained by Owner or its Permittees, whether or not required pursuant to this Article IX, may not adversely affect or diminish any coverage under any of the Association Insurance Policies. If any loss intended to be covered by any Association Insurance Policy occurs and the proceeds payable under such Association Insurance Policy are reduced due to coverage afforded by any policies so maintained by any Owner or its Permittees, such Owner shall assign the proceeds payable thereunder to the Association, to the extent of such reduction, for application to the liabilities incurred by the Association which would otherwise have been covered by proceeds payable under the applicable Association Insurance Policies.

(b) Each Owner shall deliver certificates of insurance evidencing the coverage required under this Section 9.2.4(b) to the Association not later than thirty (30) days after taking title to a Parcel within the Project, and thereafter at least 30 days prior to expiration

of each Owner Insurance Policy. Such certificates shall name the Association, Declarant and the Manager as additional insureds and shall expressly provide that the interest of the same therein shall not be affected by any breach by Owner of any policy provision for which such certificates evidence coverage. Further, all certificates shall expressly provide that not less than 30 days prior written notice shall be given to the Association in the event of material alteration to or cancellation of the coverages evidenced by such certificates. Duplicate copies of all Owner Insurance Policies shall be deposited with the Association on request.

(c) Any insurance required to be carried by an Owner pursuant to this Article IX may be carried by an Owner or its Permittees under a blanket policy or under policies maintained by the Owner or Permittees with respect to other property owned or operated by the Owner or Permittees or their affiliates, provided that Declarant and Association are not deprived of any insurance benefits hereunder. Nothing in this Declaration shall be deemed to preclude any Owner from carrying any additional insurance as such Owner may deem necessary or appropriate.

**9.3 REQUIRED WAIVERS.** All Owner Insurance Policies shall include a waiver of subrogation of claims against the Association, the Declarant and, if applicable, the Manager. All Association Insurance Policies shall provide for a waiver of subrogation of claims against each Owner and such Owner's Permittees. In addition to the foregoing, as to any claims arising under the Association Insurance Policies and/or Owner Insurance Policies, the Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by such Persons. Without limiting the foregoing, any Association Insurance Policies and Owner Insurance Policies insuring against physical damage must provide, if reasonably possible, for waiver of:

9.3.1 any defense based on coinsurance;

9.3.2 any right of setoff, counterclaim, apportionment, proration or contribution due to other insurance not carried by the Association and/or Owner, as applicable, in violation of this Article IX;

9.3.3 any invalidity, other adverse effect or defense due to any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act or omission of any named insured or the respective agents, contractors and employees of any insured;

9.3.4 any right of the insurer to repair, rebuild or replace, and, if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured;

9.3.5 notice of the assignment by any Owner of his interest in the insurance by virtue of a conveyance of any Parcel;

9.3.6 any right to require any assignment of any Mortgage to the insurer;

9.3.7 any denial of an Owner's claim because of negligent acts by the Association or other Owners; and

9.3.8 prejudice of the insurance by any acts or omissions of Owners or Permittees thereof that are not under the control of the Association or the insured Owner, as applicable.

## **ARTICLE X DAMAGE TO IMPROVEMENTS**

**10.1 RESTORATION OF PROJECT COMMON AREA.** If the Improvements on Project Common Area are damaged or destroyed, the Association shall cause such Improvements to be repaired and reconstructed. All such Improvements shall be restored in compliance with all applicable Governmental Requirements. If the cost of effecting total restoration of such Improvements exceeds the amount of insurance proceeds recoverable by the Association in connection therewith, then the Association shall levy a Reconstruction Assessment against the Parcels and their respective Owners equal to the difference between the total restoration cost and the insurance proceeds. Notwithstanding the foregoing, but subject to the approval of Owners holding at least seventy-five percent (75%) of the voting power of the Association, the Association need not repair or reconstruct any Improvements within the Project Common Area to the extent such repair or reconstruction is not required by applicable Project Entitlements or Governmental Requirements.

**10.2 OWNERS' RESPONSIBILITY FOR DAMAGE TO PROJECT COMMON AREA.** Each Owner is liable to the Association for costs incurred by the Association to repair damage to the Project Common Area sustained due to the negligence or willful misconduct of an Owner or Permittee of any Parcel within the Project which are not fully reimbursed to the Association by insurance proceeds, including without limitation any deductible amounts under any insurance policies against which the Association files a claim for such damage. For purposes of this Section 10.2, any damage caused by the Owner or Permittee of a commercial condominium unit shall be deemed the responsibility of the Owner of such commercial condominium unit and not the owners association for the Parcel on which such commercial condominium unit is located. For purposes of this Section 10.2, any damage caused by the Owner or Permittee of a residential condominium unit shall be deemed the responsibility of the homeowners association for the Parcel on which such residential condominium unit is located and the homeowners association shall have the right to seek reimbursement from the owner of the residential condominium unit pursuant to the recorded declaration of covenants, conditions and restrictions for such residential condominium Parcel. The Association may, after Notice and Hearing, (a) determine whether any claim shall be made upon the insurance maintained by the Association and (b) levy as a Compliance Assessment against the responsible Owner a charge equal to any deductible paid and the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner or the Permittees for whom such Owner may be liable as described herein. If a Parcel is jointly owned, the liability of its Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. After Notice and Hearing, the cost of correcting such damage, to the extent not reimbursed to the Association by insurance, shall be a Compliance Assessment against such Owner's Parcel.

**10.3 RESTORATION OF IMPROVEMENTS.** If the Improvements on an Owner's Parcel are damaged or destroyed, the Owner shall, as soon as commercially reasonable, restore and reconstruct the Improvements to at least as good a condition as immediately prior to the damage or destruction. For purposes of this Section 10.3, the homeowners association formed for management of each Parcel which has been subdivided into residential condominium units shall be deemed the Owner of such Parcel and the owners association formed for the management of each Parcel which has been subdivided into commercial condominium units shall also be deemed the Owner of such Parcel. All debris and rubble from any such damage or destruction located on any Parcel shall be promptly removed by the Owner of the affected Parcel. No damage or destruction shall relieve the Owner of the affected Parcel from the obligation to pay assessments pursuant to this Declaration. All restoration and reconstruction shall be performed in accordance with the following requirements.

**10.3.1 Architectural Compliance.** All work shall be performed in a good and workmanlike manner and shall conform to applicable Governmental Requirements, the Design Guidelines or Project Entitlements, as applicable, and the Governing Documents (including without limitation, the provisions of Article IV hereof).

**10.3.2 Completion of Restoration.** All such work shall be completed with due diligence and at the sole cost and expense of the Owner performing it.

## **ARTICLE XI EMINENT DOMAIN**

**11.1 EMINENT DOMAIN.** If the whole or any part of the Project is taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and Improvements so taken shall belong to the Owner of the Parcel so taken, or to their Mortgagees or Permittees, as their interests may appear, including the Association if any part of the Project Common Area is taken, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of a Parcel which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land and Improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or Improvements taken provided that such claim does not reduce the award allocable to the Parcel or portion thereof which is the subject of the Taking.

## **ARTICLE XII NOT A PUBLIC DEDICATION**

**12.1 NOT A PUBLIC DEDICATION.** Nothing contained in this Declaration shall be deemed to be a dedication of any portion of the Project to the general public or for any public purpose; provided, however, that the foregoing does not limit any rights or easements previously reserved to or granted to the public in the Project Entitlements. It is the intention of Declarant that the use of the Project be limited to the purposes expressed in this Declaration and the Project Entitlements under the ownership and control of the Owners. The right of the public to make use of the Project is by permission, and subject to control, of the Owners. The Association, or the Owners by mutual agreement, may periodically restrict ingress to and egress from the Project to

prevent a prescriptive easement from arising by reason of continued public use, provided that any such restriction shall be continued only for such duration as is required under applicable law to prevent the creation of a prescriptive easement.

### **ARTICLE XIII INDEMNITY**

13.1 **OWNER INDEMNITY.** In addition to any other indemnity obligations set forth elsewhere in this Declaration, each Owner (the “*Indemnifying Owner*”) shall, subject to Section 13.2 below, protect, indemnify, defend, and hold Declarant, Declarant’s affiliates, each other Owner and the Association, and each of their respective members, managers, partners, directors, officers, employees, shareholder, agents, lenders, successors and assigns harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising (directly or indirectly) as a result of or in connection with (i) any accident, injury, loss, or damage, to any Person or loss or damage to the Project occurring on or within (or resulting from acts committed on or within) the Indemnifying Owner’s Parcel, (ii) use of such Owner’s Parcel or any other portion of the Project, or the conduct of any business or work or things done, permitted or suffered in or about the Indemnifying Owner’s Parcel or any other portion of the Project, by the Indemnifying Owner or its Permittees and (iii) the Indemnifying Owner’s breach of this Declaration.

13.2 **GENERAL PROVISIONS.** Notwithstanding anything to the contrary in this Article XIII, (a) no Person shall be entitled to indemnification for any damage arising from their gross negligence or willful misconduct or the gross negligence or willful misconduct of their Permittees and (b) the Association, the Declarant and each Owner, for itself and its Permittees, waives any right of recovery against the other Owners and their Permittees for any loss, damage, or injury to the extent the loss, damage or injury is actually covered by insurance.

### **ARTICLE XIV RIGHTS OF MORTGAGEES**

14.1 **GENERAL PROTECTIONS.** Nothing in this Declaration shall be construed to require any Owner to obtain the consent of, or otherwise notify, the Association, Declarant or any other Owner prior to encumbering such Owner’s Parcel with a First Mortgage. No amendment or violation of the Declaration, no lien created under Article XV and no enforcement of the Governing Documents shall defeat or render invalid the rights of the Mortgagee under any First Mortgage upon one (1) or more Parcels made in good faith and for value, which First Mortgage shall, as more particularly set forth in Section 15.2.2(a) below, at all times constitute a lien senior and superior to any lien created under Article XV hereof. However, after the foreclosure of any such First Mortgage, such Parcel will remain subject to this Declaration.

14.2 **PAYMENTS OF DELINQUENT AMOUNTS.** First Mortgagees may, jointly or singly, pay taxes, assessments or other charges which are in default and which may or have become a charge against any Project Common Area and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Project Common Area, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

### 14.3 ADDITIONAL RIGHTS.

14.3.1 **Notices.** Each First Mortgagee, insurer or guarantor of a First Mortgage encumbering any Parcel within the Project, on filing a written request for notification with the Board, is entitled to written notice from the Association of: (a) any condemnation or casualty loss which affects either a material portion of the Project or the Parcel securing the First Mortgage; (b) any delinquency of sixty (60) days or more in the performance of any obligation under the Governing Documents, including the payment of Assessments or charges owed by the Owner(s) of the Parcel securing the First Mortgage, which notice each Owner consents to and authorizes; (c) a lapse, cancellation, or material modification of any Association Insurance Policies; (d) any abandonment of that portion of the Project within which the Parcel securing the First Mortgage may be located and/or termination of the Association; and (e) any amendment to this Declaration (regardless of whether or not such amendment would require Mortgagee consent pursuant to Section 14.3.2 below) or (f) any proposed action of the Association which, pursuant to the terms of this Declaration, requires consent by a specified percentage of First Mortgagees who have submitted a written request to the Association for notice of such proposed action.

14.3.2 **Amendments.** The provisions of this Article XIV and any other provision of this Declaration specified in Section 17.7.5 below may not be amended except with the consent of the required percentage of First Mortgagees as more particularly set forth therein.

## ARTICLE XV ENFORCEMENT

15.1 **ENFORCEMENT OF THE GOVERNING DOCUMENTS.** The Board and any Owner may enforce the Governing Documents as described in this Article, subject to the limitations set forth in Section 6856 of the California Civil Code. Each remedy provided for in this Declaration is cumulative and not exclusive or exhaustive.

15.1.1 **Violations Identified by the Association.** If the Board determines that there is a violation of the Governing Documents, or that an Improvement which is the maintenance responsibility of an Owner needs maintenance, repair, restoration or painting, then the Board, in addition to any other remedies set forth in this Declaration, may give written notice to the responsible Owner identifying (a) the condition or violation complained of, and (b) the length of time the Owner has to remedy the violation. If an Owner does not perform such corrective action required by the Board within the allotted time, the Board, after Notice and Hearing, may remedy the violation and charge the cost to the Owner as a Compliance Assessment. The Board may collect any such delinquent Compliance Assessments pursuant to the procedures established in Section 15.2 below.

15.1.2 **Violations Identified by an Owner.** If an Owner alleges that another Owner or other Person is violating the Governing Documents (other than by nonpayment of an Assessment), the complaining Owner must first submit the matter to the Board for Notice and Hearing before the complaining Owner may resort to alternative dispute resolution or litigation for relief.

15.1.3 **Legal Proceedings.** Failure to comply with the Governing Documents by an Owner, or any other Person, is grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of a lien, or any combination thereof. However, the procedures established in Sections 15.1.1 and 15.1.2 must first be followed, if they are applicable.

15.1.4 **Limitation on Expenditures.** Except as expressly set forth in this Section 15.1.4, the Association may not incur litigation expenses, including attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the consent of the Members holding the majority of the voting power of the Association (excluding, if applicable, any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (a) to enforce the use restrictions contained in Article II, (b) to enforce the design control provisions contained in Article IV, (c) to collect any unpaid assessments levied pursuant to the Governing Documents, (d) for a claim, the total value of which is less than fifty thousand dollars (\$50,000), or (v) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer reserve funds or borrow funds to pay for any litigation, the Association must notify its Members of the decision by mail. Such notice shall provide an explanation of why the litigation is being initiated or defended, why operating funds cannot be used, how and when the reserve funds will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

15.1.5 **Additional Remedies.** The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, the Board may assess against a Person for the failure of such Person to comply with the Governing Documents. Such fines or penalties may only be assessed after Notice and Hearing. After Notice and Hearing, the Board may direct the officers of the Association to Record a notice of noncompliance (if allowed by law) against the Parcel owned by the Owner responsible for a violation of any provision of this Declaration. The notice shall include a legal description of the Parcel and shall specify the provision of the Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as may be reasonably required by the Board, the Board shall direct the officers of the Association to Record a notice that the noncompliance has been remedied.

15.1.6 **No Waiver.** Failure to enforce any provision of the Governing Documents does not waive the right to enforce that provision, or any other provision.

## 15.2 NONPAYMENT OF ASSESSMENTS.

15.2.1 **Delinquency.** Any installment of an Assessment is delinquent if not paid within fifteen (15) days after the due date established by the Board. The Board may also require the delinquent Owner to pay a late charge in accordance with California Civil Code Section 6800. Any Assessment installment not paid within thirty (30) days after the due date, plus all late charges (if applicable) and reasonable costs of collection (including attorneys' fees and late charges) shall bear interest at the maximum legal rate commencing thirty (30) days from

the date the Assessment becomes due and continuing until paid. The Association need not accept any tender of a partial payment of an amount due and acceptance of any such tender does not waive the Association's right to demand and receive full payment.

15.2.2 **Remedies.** The Association may bring an action at law against the Owner personally obligated to pay amounts due or may foreclose its lien against the Parcel of such Owner. A suit to recover a money judgment for unpaid Assessments may be brought without foreclosing or waiving any lien securing the same, subject to the provisions of Sections 6808, 6810 and 6858 of the California Civil Code but this provision or any suit to recover a money judgment does not affirm the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this Section may include reasonable attorney fees as fixed by the court. In the event that the Association elects to enforce an Owner's obligation to pay Assessments by Recordation of a lien against such Owner's Parcel, the provisions of this Section 15.2.2 shall govern.

(a) **Priority of Assessment Lien.** Any Assessment Lien recorded pursuant to this Declaration shall be prior and superior to all other liens, except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any First Mortgage of Record made in good faith and for value and Recorded before the date on which the "Notice of Delinquent Assessment" (described in this Section) was Recorded against the respective Parcel. Sale or transfer of any Parcel shall not affect the Assessment Lien, except that the sale or transfer of any Parcel pursuant to judicial or nonjudicial foreclosure of a First Mortgage extinguishes the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer relieves a Parcel from liens for any Assessments becoming due after the sale or transfer. No Person who obtains title to a Parcel pursuant to a judicial or nonjudicial foreclosure of the First Mortgage is liable for the share of the Common Expenses or Assessments chargeable to such Parcel which became due prior to the acquisition of title to the Parcel by such Person. Such unpaid share of Common Expenses or assessments is a Common Expense collectible from all of the Owners including such Person.

(b) **Creation of Lien.**

(i) **Notice of Intent.** Before the Association may place a lien upon an Owner's Parcel to collect a past due Assessment, the Association shall send written notice ("**Notice of Intent to Lien**") by certified mail, at least thirty (30) days prior to Recording of such lien, to the Owner and to any Mortgagee that has delivered written notice to the Association if its request to be provided such notices. The Notice of Intent to Lien must contain the following information: (1) the fee and penalty procedure of the Association, (2) an itemized statement of the charges owed by the Owner (including the principal owed, any late charges, any interest, and the method of calculation of such interest or late charge and any attorney fees incurred by the Association as a result of such delinquency), (3) the collection practices used by the Association, (4) a statement that the Association may recover reasonable costs of collecting past due Assessments, (5) a statement that the Owner has the right to inspect the Association's records, pursuant to California Corporations Code Section 8333, (6) the following statement in 14-point boldface type or all capital letters: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION," (7) a statement that the

Owner shall not be liable to pay the charges, interest and costs of collection if it is determined the Assessment was paid on time to the Association, and (8) a statement that the Owner has the right to request a meeting with the Board, as provided by California Corporations Code Section 8333 and Section 15.2.2(b)(iii) below, and (9) such other information as may be required by Section 6812 of the California Civil Code (as in effect on the date hereof or as modified or superseded by successor statutes applicable hereto).

(ii) Dispute by Owner. An Owner may dispute the Notice of Intent to Lien by submitting to the Board a written explanation of the reasons for the Owner's dispute. The Board shall respond in writing to the Owner within fifteen (15) days of the date of the postmark of the Owner's explanation, if the explanation is mailed within fifteen (15) days of the postmark of the Notice of Intent to Lien.

(iii) Owner's Right to Request Meeting. An Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed in Section 15.2.2(b)(i) above. The Association shall provide the Owner with the standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the Notice of Intent to Lien, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner.

(iv) Notice of Delinquent Assessment. At any time thirty (30) days or more after mailing of the above-referenced Notice of Intent to Lien, the Association may Record a "Notice of Delinquent Assessment" against the Parcel of the delinquent Owner as provided in California Civil Code Section 6814. Such Notice of Delinquent Assessment must be signed by an authorized Association officer or agent and must recite (i) a sufficient description of the Parcel, (ii) the record Owner thereof, (iii) the amount of the Assessment and other authorized charges and interest, including the cost of preparing and Recording the Notice of Delinquent Assessment, (iv) the amount of collection costs incurred, including reasonable attorneys' fees, and expenses), (v) the Association's name and address, and (vi) in order for the lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment must be mailed to the delinquent Owner, by certified or registered mail, postage prepaid, as set forth in Section 2924b of the California Civil Code, no later than ten (10) calendar days after Recordation. Recordation of the Notice of Delinquent Assessment creates a lien on the Parcel of the delinquent Owner as provided in Sections 6814 and 6816 of the California Civil Code. The lien shall continue until the full amount claimed therein is paid or otherwise satisfied. No action may be brought to enforce any Assessment Lien unless at least thirty (30) days has expired following Recordation of the related Notice of Delinquent Assessment.

(v) Service of Notice of Default. In addition to the requirements of Section 2924, a notice of default shall be served by the Association on the Owner's legal representative in accordance with the manner of service of summons in the California Code of Civil Procedure, commencing with Section 415.10.

(vi) Secondary Address of Owner. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section to the secondary address provided. The Association shall notify Owners of their right to submit secondary addresses to the Association, at the time the Association issues notice to the Owners of the amount of Common Assessments pursuant to Section 8.7 above. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

(c) **Exceptions**. As provided in Civil Code Section 6824(b)), any monetary penalty imposed by the Association to discipline an Owner for failing to comply with the Governing Documents may not become a lien enforceable by nonjudicial foreclosure against such Owner's Parcel; however, monetary penalties imposed for late payments or as a means of reimbursing the Association for costs incurred for the repair of damage to any Association Maintenance Item may become a lien against an Owner's Parcel enforceable by foreclosure and sale of the applicable Parcel.

(d) **Foreclosure Sale**. Provided that (i) at least thirty (30) days have elapsed since the date on which the Notice of Delinquent Assessment was Recorded and (ii) at least ten (10) days have elapsed since a copy of the Notice of Delinquent Assessment was mailed to the Owner affected thereby, the Board, its attorneys or other Persons authorized by the Board may conduct a public sale to foreclose an Association lien in accordance with the provisions of Sections 2924, 2924a, 2924b, 2924c and 2924f of the California Civil Code, or in accordance with any similar statute hereafter enacted applicable to the exercise of powers of sale in Mortgages, or in any other manner permitted by law. The decision to initiate foreclosure of a lien for delinquent Assessments that has been validly recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session conducted at least thirty (30) days prior to any public sale. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. The Board shall maintain the confidentiality of the Owner or Owners of the separate interest by identifying the matter in the minutes by the Parcel number of the property, rather than the name of the Owner or Owners. Upon a vote by the Board to foreclose a lien for delinquent Assessments on a Parcel which is occupied by the Owner thereof, the Board shall provide notice by personal service to the Owner or to the Owner's legal representative. If the Owner does not occupy the Parcel, the Board shall provide written notice to such Owner by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Owner's Parcel may be treated as the Owner's mailing address. The Association, through duly authorized agents, may bid on the Parcel at foreclosure sale, and acquire and hold, lease, encumber and convey the Parcel. Upon completion of the foreclosure sale, the Association or the purchaser at the sale may file suit to secure occupancy of the defaulting Owner's Parcel, and the defaulting Owner shall be required to pay the reasonable rental value of the Parcel during any period of continued occupancy by the defaulting Owner or any Persons claiming under the defaulting Owner.

(e) **Receivers.** In addition to foreclosure and other remedies of the Association, each Owner, by acceptance of a deed to such Owner's Parcel, hereby conveys to the Association all of such Owner's right, title and interest in all rents, issues and profits derived from and appurtenant to such Parcel subject to the right, power and authority of the Association to collect and apply such rents, issues and profits to any delinquent assessments owed by such Owner, reserving to the Owner the right, prior to any default by the Owner in the payment of assessments, to collect and retain such rents, issues and profits as they become due and payable. Upon default, the Association may, at any time thirty (30) days or later following delivery to the Owner and the Mortgagee (if requested in writing) of a Notice of Delinquent Assessment, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured by the lien described herein, (a) enter in or upon and take possession of the Parcel or (b) in the Association's name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and (c) apply the same, less allowable expenses of operation, to any delinquencies of the Owner hereunder, and in such order as the Association may determine. The entering upon and taking possession of the Parcel, the collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(f) **Release of Lien.** Upon the timely curing of any default for which the Association Recorded a Notice of Delinquent Assessment, the Association's officers shall, within twenty-one (21) days after payment of the full amount claimed in the Notice of Delinquent Assessment or other satisfaction thereof, Record an appropriate Notice of Satisfaction and Release of Lien. The Association shall provide the Owner with a copy of the Notice of Satisfaction and Release or any other notice that the full amount claimed in the Notice of Delinquent Assessment has been satisfied. The Board may require payment by the defaulting Owner of a reasonable fee, to be determined by the Board, to cover the cost of preparing and Recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the lien created hereunder upon any Parcel shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, to be determined by the Board.

**15.3 DECLARANT DISPUTES.** For purposes of this Section 15.3, "Disputes" shall mean any dispute between any Owner, on the one hand, and Declarant, any Successor Declarant, the other Owners, or their respective directors, officers, partners, shareholders, members, employees, representatives, contractors, subcontractors, design professionals or agents, on the other hand (collectively, the "**Declarant Parties**"), or between any Declarant Party and the Association. Notwithstanding the foregoing, Disputes shall not include (a) any disputes where the amount in controversy is less than Ten Thousand Dollars (\$10,000) nor (b) any action taken by the Association against the Owners to collect delinquent Assessments.

**15.3.1 Notice.** Any Owner or the Association asserting a Dispute (the "**Claimant**") against any Declarant Party shall deliver, by personal or mail service as authorized by Code of Civil Procedure Sections 415.10, 415.20, 415.21, 415.30 or 415.40, a written notice (the "**Dispute Notice**") to the Declarant Party against whom the Declarant Dispute is asserted (the "**Respondent**") and to Declarant. Such Dispute Notice shall describe the nature of the Dispute and any proposed remedy.

15.3.2 **Right to Inspect and Correct.** Beginning on the date the Dispute Notice is delivered to the Respondent and continuing until the Dispute is resolved, the Respondent and its representatives shall have the right to (a) meet with the Claimant at a reasonable time and place to discuss the Dispute, (b) enter the Project Common Area and, if applicable, the Parcel within the Project to which any Dispute may relate to inspect any areas that are the subject thereof, and (c) conduct inspections and testing (including destructive or invasive testing) in a manner deemed appropriate by Respondent. If Respondent elects to take any corrective action, the Respondent and its representatives shall be provided full access to the Project Common Area and, if applicable, any Parcels within the Project to take and complete the corrective action. Respondent shall have the right to select the corrective action Respondent believes is appropriate, but is not obligated to take any corrective action.

15.3.3 **Mediation.** If the Dispute is not resolved within sixty (60) days after the Respondent receives the Dispute Notice (or in the event that Respondent has commenced corrective action pursuant to Section 15.3.2 above, ninety (90) days after receipt of the Dispute Notice), Respondent may require that the parties submit the Dispute to mediation (the “**Mediation Notice**”). Failure of Respondent to submit the Dispute to mediation within the foregoing period shall constitute a waiver of Respondent’s right to submit the Dispute to mediation. Upon submission of the Declaration Dispute to mediation, such Dispute shall be mediated pursuant to (i) the American Arbitration Association (AAA) mediation procedures in existence when the Dispute Notice is delivered, or (ii) the Judicial Arbitration and Mediation Service (“**JAMS**”) mediation procedures in existence when the Dispute Notice is delivered, or (iii) mediation procedures of any other entity offering mediation services that is mutually acceptable to Claimant and Respondent (each a “**Party**” and collectively, the “**Parties**”).

(a) **Selection of Mediator.** The mediator shall be selected within sixty (60) days from delivery of the Mediation Notice. The mediator shall be selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, the mediator shall be selected by the entity providing the mediation service. No Person shall serve as a mediator in any Dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Before accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process.

(b) **Position Letter; Pre-Mediation Conference.** No later than sixty (60) days after selection of the mediator, each Party to the Dispute shall submit a letter (“**Position Statement**”) containing (i) a description of the Party’s position concerning the issues that need to be resolved, (ii) a detailed description of the defects allegedly at issue, and (iii) a suggested plan of repair, remediation or correction. The mediator may schedule a pre-mediation conference. All Parties shall attend unless otherwise mutually agreed. The mediation shall be commenced within twenty (20) days after submittal of all Position Statements and shall be concluded within fifteen (15) days after the mediation began unless either the mediator extends the mediation period, or the Parties mutually agree to extend the mediation period. The mediation shall be held in the County or another place mutually acceptable to the Parties.

(c) **Conduct of Mediation.** The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate to achieve the

goal of settling the Dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. The mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the Parties agree to and do assume the expenses of obtaining such advice. The mediator shall not have the authority to impose a settlement on the Parties.

(d) ***Application of Evidence Code.*** The provisions of California Evidence Code Sections 1115 through 1128 shall be applicable to the mediation process. Use and disclosure of statements, evidence and communications offered or made in the course of the mediation shall be governed by these sections, including the sections which preclude use of material in future proceedings and the sections which provide for confidentiality of material.

(e) ***Parties Permitted at Mediation.*** Persons other than the Parties, their liability insurers, Declarant Parties, attorneys for the Parties and the mediator may attend mediation sessions only with the permission of the Parties and the consent of the mediator. Declarant has the right to attend the mediation session even if Declarant is not one of the Parties.

(f) ***Record.*** There shall be no stenographic, video or audio record of the mediation process.

(g) ***Expenses.*** Each Party shall bear its own attorneys' fees and costs incurred in connection with the mediation, except for the advancement of fees described herein. The fees charged by the mediator and the cost of any proof or expert advice requested by the mediator shall be advanced (in equal amounts) by each of the Declarant Parties to whom the Dispute is directed, unless the Parties agree otherwise; provided, however, that the mediator shall have the power to reallocate such fees and costs among the Parties after conducting the mediation. This provision does not modify any provision of a contract between Declarant and any Declarant Party requiring indemnification or establishing a different allocation of costs between the Declarant and the Declarant Party.

15.3.4 **Binding Arbitration.** If a Dispute remains unresolved after the mediation required by Section 15.3.3 is completed, then the Parties shall proceed with neutral binding arbitration. ARBITRATION SHALL BE MANDATORY AND BINDING, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT (TO THE EXTENT IT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT), AND CONDUCTED SUBJECT TO THE FOLLOWING PROCEDURES.

(a) ***Selection of Arbitrator.*** Any Dispute subject to this Section 15.3.4 shall be submitted to neutral binding arbitration by and pursuant to the arbitration rules and procedures of the Judicial Mediation Services (“**JAMS**”) in effect at the time the request for arbitration is submitted. If JAMS is for any reason unwilling or unable to serve as the arbitration service, the Parties shall select another reputable arbitration service mutually acceptable to all Parties. If the Parties are unable to agree on an alternative service, then any Party may petition any court of competent jurisdiction in the County to appoint such an alternative service, which appointment shall be binding on the Parties. Such arbitration shall be conducted pursuant to the rules and procedures of such alternative service in effect at the time

the request for arbitration is submitted. Nothing herein shall prevent the Parties from agreeing to use an alternative arbitration service.

(b) **Federal Arbitration Act.** Disputes subject to arbitration under this Section 15.3.4 involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1, *et seq.*), to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule.

(c) **Benefited Parties.** The arbitration provisions in this Section 15.3.4 shall inure to the benefit of, and be enforceable by the Declarant Parties and each of their contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom the applicable claimant may contend is responsible for any alleged loss, liability or damages incurred by the claimant as a result of the circumstances relating to such Dispute.

(d) **Attorney's Fees.** If any Dispute is submitted to arbitration, each Party shall bear its own attorneys' fees and costs (including expert costs) for the arbitration.

(e) **Remedies.** The arbitrator is authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration; however, the arbitrator shall have no power to grant any remedy not available to a judge of the Superior Court of the State of California under California law or equity.

(f) **Decision.** The decision of the arbitrator is final and binding; provided, however, that the arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected for any such error on appeal to a court of competent jurisdiction in the County. Any application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County.

(g) **Choice of Law.** To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(h) **Other Proceedings.** The participation by any Party in any judicial proceeding concerning this arbitration provision or any arbitrable issue hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement.

(i) **Expenses.** The fees to initiate the arbitration shall be advanced by the Declarant and any Declarant Party. Subsequent fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be borne as determined in the discretion of the arbitrator. This provision does not modify any provision of a contract requiring indemnification or establishing a different allocation of costs between the Parties.

(j) **Arbitrator.** The arbitrator appointed to serve shall be a neutral and impartial individual.

(k) **Venue.** The venue of the arbitration shall be in the County unless the Parties agree in writing to another location.

(l) **Severability.** If any provision of this Section 15.3.4 is determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

(m) **Self-Executing.** This arbitration provision is self-executing. Any Dispute concerning the interpretation or the enforceability of the arbitration provisions in this Section 15.3.4, including its revocability or voidability for any cause, any challenges to the enforcement or the validity hereof, or the scope of arbitrable issues hereunder, and any defense relating to the enforcement of the arbitration agreement set forth in this Section 15.3.4, including, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this arbitration provision and not by a court of law.

15.3.5 **Statute of Limitations.** Nothing in this Section 15.3 shall be deemed to toll, stay, reduce or extend any applicable statute of limitations, provided, however, that either party may commence a legal action which in the good faith determination of that party is necessary to preserve that party's rights under any applicable statute of limitations so long as no further steps in processing the action are taken except those authorized in this Section 15.3.

15.3.6 **Agreement to Dispute Resolution; Waivers of Jury Trial; Amendment.** DECLARANT, THE ASSOCIATION AND EACH OWNER AGREE TO USE THE PROCEDURES ESTABLISHED IN THIS SECTION 15.3 TO RESOLVE ALL DISPUTES AND WAIVE THEIR RIGHTS TO RESOLVE DISPUTES IN ANY OTHER MANNER. DECLARANT, THE ASSOCIATION, AND EACH OWNER ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS SECTION 15.3, THEY ARE GIVING UP THEIR RIGHT TO HAVE DISPUTES TRIED BEFORE A JURY. THIS SECTION 15.3 MAY NOT BE AMENDED WITHOUT DECLARANT'S PRIOR WRITTEN CONSENT.

## **ARTICLE XVI REAL PROPERTY TAXES AND ASSESSMENTS**

16.1 **OWNER'S RESPONSIBILITY.** Each Owner shall pay, or cause to be paid, when due, all real and personal property taxes and assessments which may be levied, assessed, or charged by any public authority against the Owner's Parcel, the Improvements thereon, or any other part thereof. In the event that real estate taxes on any of the Parcels within the Project are not separately assessed as of the Close of Escrow for the sale of such Parcel, then the Owner of such Parcel shall take such action as the Association may reasonably specify to obtain separate real estate tax assessment of such Parcel. If an Owner shall claim that any property tax or assessment (including the rate thereof or the assessed valuation of the property) is excessive or illegal, the Owner shall have the right, at its own cost and expense, to contest the same by appropriate proceedings. Nothing contained in this Article shall require an Owner to pay any

real property tax or assessment as long as (a) no other Owner's Parcel or the Project Common Area would be immediately affected by such failure to pay; and (b) the amount or validity thereof shall be contested in good faith. If the failure to pay such real property tax or assessment affects another Owner's Parcel or the Project Common Area, the other Owner or the Association may demand that the nonpaying Owner post an appropriate bond to secure payment of the delinquent taxes pending resolution of the proceedings to contest the tax. If such a bond is not posted within ten (10) days after receipt of such demand by the nonpaying Owner, the Association shall have the right, but not the obligation, to pay such tax and shall have a lien on the nonpaying Owner's Parcel for the amount so paid until reimbursed. Any such lien shall be subject and junior to, and shall in no way impair or defeat, a lien or charge of any Mortgagee.

**16.2 FURTHER SUBDIVIDED PARCELS.** Following further subdivision of any Parcel within the Project into separate condominium units, (i) the Owner of such Parcel shall be solely responsible for ensuring that real estate taxes are separately assessed against the condominium unit within such Parcel and the Association shall have no obligation hereunder in connection therewith and (ii) all rights of the Owners of such condominium unit against one another relating to real estate taxes assessed against all or any portion of such further subdivided Parcel shall be governed solely by the terms of the declaration of covenants, conditions and restrictions recorded against such Parcel in connection with the establishment of a condominium project thereon. Without limiting the foregoing, in the event that the failure to pay any real property tax or assessment affecting all or any portion of such further subdivided Parcel would affect the Project Common Area or any Parcels other than the Parcel so subdivided then or for purposes of this Article XVI, the homeowners association or owners association for such Parcel shall be deemed the Owner of such further subdivided Parcel and all rights of the Association or any other Owner hereunder relating thereto shall be enforceable against such homeowners association or owners association.

## **ARTICLE XVII MISCELLANEOUS**

**17.1 NOTICES.** Except as otherwise provided in this Declaration, notice to be given to an Owner or Mortgagee must be in writing and may be delivered to the Owner or Mortgagee, as applicable, or designated representative of such party, personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, at the address provided by such Owner and/or Mortgagee to the Association. If an Owner does not furnish an address, notice may be sent to the street address of an Owner's Parcel. Delivery of such notice to one (1) or more co-owners of a Parcel, to any general partner of a partnership owning the Parcel, or to a manager or member of a limited liability company owning a Parcel, constitutes delivery to all Co-owners, the partnership or the limited liability company. Delivery of such notice to any officer or agent for the service of process on a corporation constitutes delivery to the corporation. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner or Mortgagee at the most recent address furnished by such Owner or Mortgagee to the Declarant or the Association, as applicable. Such notice is deemed delivered three (3) business days after the time of such mailing, except for notice of any meeting of Members or of the Board, in which case the notice provisions of the Bylaws control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage

prepaid, addressed to the Association at such address as may be fixed from time to time and circulated to all Owners or sent by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means to such address or telephone number as the Board may establish. All notices to Declarant shall be sent to:

Zephyr Solana, LLC  
700 Second Street  
Encinitas, CA 90025  
Attention: \_\_\_\_\_

Each Owner and Declarant may change its address by written notice to each other and to the Association given in the manner hereinabove stated.

## 17.2 INTERPRETATION.

17.2.1 **General Rules.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, ownership and operation of a planned development and for the maintenance of the Project Common Area located therein. Any violation of this Declaration is a nuisance. The Governing Documents shall be interpreted so as to be consistent with law. The Governing Documents shall be construed and governed by the laws of the State of California. The Article and Section headings have been inserted for convenience only, and may not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular includes the plural and the plural the singular. The masculine, feminine and neuter each include the other, unless the context dictates otherwise. Except as otherwise expressly provided herein, any reference in this Declaration to time for performance of obligations or to elapsed time means consecutive calendar days, months, or years, as applicable. All references made in this Declaration to statutes are to those statutes as amended or restated and to subsequently enacted replacement statutes.

17.2.2 **Exhibits and Recitals.** *Exhibits A* through *F* attached to this Declaration are hereby incorporated in this Declaration by this reference. The Recitals contained in the Preamble are hereby incorporated into the terms of this Declaration by this reference.

17.2.3 **Priorities and Inconsistencies.** If there are conflicts or inconsistencies between this Declaration and any Articles, Bylaws or Rules and Regulations, then this Declaration shall prevail. In the event of any conflicts or inconsistencies between this Declaration and any Supplemental Declaration hereto, the Supplemental Declaration shall prevail as to any portion of the Project against which such Supplemental Declaration shall have been recorded.

17.2.4 **Severability.** The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction or any other means does not affect the validity or enforceability of any other provisions of this Declaration.

**17.3 EFFECT OF DECLARATION; BINDING COVENANTS RUNNING WITH THE LAND; EQUITABLE SERVITUDES.** Every Person who owns, occupies or acquires any right, title, estate or interest in any Parcel within the Project hereby consents and agrees, and shall be conclusively deemed to have consented and agreed, to every easement, restriction, reservation, right, covenant, condition and equitable servitude contained herein, whether or not any reference to the Governing Documents is contained in the instrument by which such Person acquired its interest in such Parcel. Each and all of the restrictions, covenants, and easements of this Declaration (i) shall constitute equitable servitudes which shall apply to and be binding on the Owners and all Persons having or hereafter acquiring any interest in any portion of the Project and each and all of their respective successors, assigns, Mortgagees, and Permittees; and (ii) are imposed pursuant to a general plan for the improvement and use of the Project and are designed for the mutual benefit of the Owners. The covenants contained in this Declaration shall constitute covenants running with the land for the mutual burden and benefit of each Parcel within the Project; shall be binding upon, and shall inure to the benefit of, the Project and any portion thereof or interest therein; and shall be binding upon, and shall inure to the benefit of, Declarant, all Owners, and any Person having or acquiring any portion of the Project or any interest therein and their successive owners and assigns. Notwithstanding the foregoing, except as otherwise expressly provided herein, the rights or privileges conferred upon the Owners by this Declaration shall not inure to the benefit of any Permittee or other Person who is not an Owner, nor shall any non-Owner be deemed to be a third party beneficiary of any of the provisions contained herein.

**17.4 RECORDATION.** This Declaration shall be Recorded in the Office of the County Recorder of San Diego County, California and shall be effective upon such Recordation.

**17.5 ESTOPPEL CERTIFICATE.** Each Owner, Declarant and the Association shall, upon the written request of Declarant (for so long as Declarant is an Owner) or any other Owner, issue to the requesting party, or to any prospective Mortgagee or purchaser of such requesting party's Parcel, an estoppel certificate stating (i) whether the Declarant, Owner or the Association (as applicable) to whom the request has been directed knows of any default under this Declaration relating to or materially affecting the requesting Owner's Parcel and, if there are known defaults, specifying the nature thereof, (ii) whether, to the best knowledge of the Declarant, such Owner or the Association (as applicable), this Declaration has been modified or amended in any respect and, if there are known amendments, specifying the nature thereof, and (iii) whether, to the best knowledge of the Declarant, such Owner or the Association (as applicable), this Declaration is, at that time, in full force and effect.

**17.6 DURATION.** This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of ninety-nine (99) years from the date of Recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter, unless Members holding at least sixty-seven percent (67%) of the voting power of the Association vote not to automatically renew the term of this Declaration following initial expiration thereof.

**17.7 AMENDMENT.** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

**17.7.1 Unilateral Amendment Before First Close of Escrow.**

Notwithstanding any other provisions of this Section 17.7, at any time prior to the commencement of Assessments against any Parcel other than the Declarant's Parcels, Declarant may amend or terminate this Declaration by Recording a written instrument which effects the amendment and is signed and acknowledged by Declarant.

**17.7.2 Requirement for Declarant Consent.**

Prior to the expiration of the Defect Claims Period, the following provisions of this Declaration may not be amended without the consent of Declarant:

- (a) the exculpation provisions regarding Owner Alterations set forth in Section 4.5.4 above;
- (b) the easements set forth in Article VI above;
- (c) the maintenance provisions set forth in Article VII above;
- (d) the insurance requirements set forth in Article IX above;
- (e) the indemnity provisions set forth in Article XIII above;
- (f) the dispute resolution provisions of Section 15.3 above;
- (g) any of the provisions of Article XVIII below; and
- (h) any other provision of this Declaration which specifically states that Declarant consent is required for any action authorized or otherwise described therein.

**17.7.3 City approval.**

Proposed amendments to this Declaration which alter, modify, terminate or change (a) the Association's obligation to maintain the project Common Area or (b) other provisions of this Declaration in which the City has an interest as specific in the Project Entitlements for the Project, shall be submitted for review to the City for approval prior to such amendments being valid. No later than the date that is ninety (90) calendar days after its receipt of a proposed amendment, the City shall deliver written notice of its approval or disapproval of the proposed amendment to the party who delivered the proposed amendment to the City. If the City fails to deliver such written notice within such ninety (90) calendar day period, the City shall be deemed to have approved the proposed amendment.

**17.7.4 Member Approval.**

Except as otherwise expressly provided in this Declaration, all amendments to this Declaration can be adopted by Members holding at least a majority of the voting power of the Association; provided however that the specified percentage of the Association's voting power necessary to amend a specific provision of this Declaration may not be less than the percentage of affirmative votes prescribed for any action to be taken under the provision that is the subject of the proposed amendment.

**17.7.5 Mortgagee Approval.**

In addition to the required notice and consent of Members and Declarant, the following amendments to the Governing Documents must be approved by fifty-one percent (51%) of the First Mortgagees who have requested notice of

proposed actions: (a) an amendment which affects or purports to affect the validity or priority of First Mortgages or the rights or protection granted to First Mortgagees, insurers and guarantors of First Mortgages in this Declaration; (b) an amendment which would or could result in a First Mortgage being canceled by forfeiture; (c) an amendment relating to the insurance provisions or to the application of insurance proceeds or to the disposition of any money received in any taking under condemnation proceedings; (d) an amendment that would materially adversely limit the Association's obligations to maintain or restore the Project Common Area, (e) an amendment that would alter the provisions for allocation of Assessments pursuant to Section 8.4; (f) an amendment which would restrict leasing of Parcels and (g) an amendment which would subject any Owner to a right of first refusal or other such restriction if the Owner's Parcel is proposed to be sold, transferred or otherwise conveyed.

**17.7.6 Notice to Mortgagees.** Each First Mortgagee who is sent written notice of a proposed amendment of this Declaration by certified or registered mail with a return receipt requested shall be deemed to have approved the amendment if the First Mortgagee fails to submit a response to the notice within thirty (30) days after the date of the mailing receipt.

**17.7.7 Certification of Amendments.** A copy of each amendment shall be certified by at least two (2) Association officers, and the amendment will be effective when a Certificate of Amendment is Recorded. The Certificate, signed and sworn to by at least two (2) officers of the Association that the requisite number of Members have either voted for or consented in writing to any termination or amendment adopted as provided above, when Recorded, is conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for at least four (4) years. The certificate of any termination or amendment which requires the written consent of any First Mortgagees must include a certification that the requisite approval of such First Mortgagees was obtained. The certificate of any termination or amendment which requires the written consent of Declarant or is subject to Declarant's veto right must include Declarant's signature.

**17.8 ATTORNEYS' FEES; COURT COSTS.** If any action or proceeding is instituted to enforce or interpret this Declaration or for damages on account of the breach of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation incurred in such action or proceeding.

**17.9 FORCE MAJEURE.** If the Association or any Owner or any other Person shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Person under this Declaration by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work (as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work), war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

**17.10 ADDITIONAL PROVISIONS.** Notwithstanding the provisions contained in the Governing Documents, the Association and the Owners should be aware that there may be

provisions of laws, such as the Commercial CID Act or other applicable Governmental Requirements, that may override the Governing Documents. Declarant makes no representations or warranties regarding the future enforceability of any provision in the Governing Documents.

**17.11 NO REPRESENTATIONS AND WARRANTIES.** No representations or warranties of any kind, express or implied, have been given or made by Declarant, the Association or their agents or employees in connection with the Project, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development, except as specifically and expressly set forth in this Declaration.

**17.12 MERGERS AND CONSOLIDATIONS.** Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by the Governing Documents, together with the covenants and restrictions established upon any other property, as one plan.

**17.13 SECURITY AND PRIVACY DISCLAIMER.** Services provided by the Declarant or the Association may provide access control or other security benefits to the Project; however, these services do not provide security for Persons, personal property or Parcels or Improvements in the Project. Neither Declarant nor the Association undertake any obligation to provide security for the Project nor do they make any representations or warranties whatsoever concerning the privacy, security and/or safety of the Project. Neither the Association nor Declarant shall be liable to any Person and each Owner waives any claim against the Association and Declarant, for (i) any unauthorized or criminal entry of third parties into the Project, any Parcel or any other Improvements in the Project, (ii) any damage, injury or death of any Person, or (iii) any loss of property in and about the Project, any Parcel or any other Improvements in the Project, if any of such events listed in items (i) to (iii) are caused by any unauthorized or criminal acts of third parties, regardless of any action, inaction, failure, breakdown, malfunction or insufficiency of the security services provided by the Association.

## **ARTICLE XVIII DECLARANT RIGHTS**

**18.1 INTEREST OF DECLARANT.** Declarant has created a comprehensive plan for the ownership and operation of the Project. Nothing contained herein or in any provision of any of the other Governing Documents shall obligate Declarant to further develop the Project in any manner or to construct any specific Improvements within the Project that are not required by the Project Entitlements. Each Owner acknowledges that Declarant has a substantial interest in assuring compliance with, and enforcement of, the covenants, conditions, restrictions and reservations contained in this Declaration. The provisions of this Article XVIII supersede and control all other provisions of the Declaration as applied to Declarant.

**18.2 DEVELOPMENT RIGHTS.** Until the Declarant Rights Termination Date, Declarant shall have the right to take any of the following actions without the approval of any other Owner or the Association.

**18.2.1 Subdivision.** To subdivide and resubdivide any Parcel owed by Declarant, including, without limitation, (a) the relocation of lot lines for any such Parcels and the Project Common Area or (b) the recordation of one or more Condominium Plans against any such Parcel, the establishment of a commercial owners association in connection therewith and the conveyance of separate condominium units pursuant thereto.

**18.2.2 Construction.** To modify Improvements or to construct additional Improvements as Declarant deems advisable in the course of owning and operating the Project Common Area and its Parcels.

**18.2.3 Creating Additional Easements.** At any time prior to acquisition of title to a Parcel by a purchaser from Declarant, to establish on that Parcel, additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as reasonably necessary for the proper development and disposal of the Project. For so long as Declarant owns any Parcel within the Project, the right to grant or create exclusive and non-exclusive easements, licenses, rights-of-way and other interests in and over the Project Common Area for access, ingress, parking, egress, utilities, exclusive or shared trash enclosures, drainage and other purposes as Declarant from time to time deems necessary or desirable in connection with the sale or financing of one or more Parcels in the Project; provided however, that no easements, licenses, reservations or rights-of-way established pursuant to this Section 18.2.3 shall unreasonably interfere with the rights of any Owner to access its Parcel from the Project Common Area.

**18.3 DECLARANT'S SALES AND MARKETING RIGHTS.** Until the Declarant Rights Termination Date, Declarant shall have the right to take any of the following actions (subject to compliance with any applicable Governmental Requirements) without the approval of the Association.

**18.3.1 Signs.** To erect, construct and maintain on the Project structures, Signs and displays reasonably necessary for the conduct of the business of constructing, developing and marketing the Project.

**18.3.2 Access Rights; Sales Activity.** To use and to permit prospective purchasers or tenants of Parcels to use, on a nonexclusive basis, the Project Common Area and any Improvements located thereon, without further cost, for access, ingress, parking, egress and use as necessary to (a) show the Project to prospective purchasers or tenants; and (b) dispose of the Project as provided in this Declaration. Declarant and prospective purchasers and tenants are also entitled to the nonexclusive use of any portions of the Project Common Area for ingress, parking, egress and accommodating vehicular and pedestrian traffic to and from the Project. The use of the Project Common Area by Declarant may not unreasonably interfere with the use thereof by the other Owners.

18.3.3 **Project Name.** The Project shall be marketed under the general name “SOLANA BEACH.” Declarant may change the marketing name of the Project at any time in Declarant’s sole discretion.

18.4 **DECLARANT’S NOTICE RIGHTS.** Following the Declarant Rights Termination Date, the Association shall provide Declarant with all notices and other documents to which a Mortgagee is entitled pursuant to this Declaration without the need on Declarant’s part to specifically request any such notices.

18.5 **EXEMPTION.** Declarant is exempt from the requirements of Article IV of this Declaration.

18.6 **DECLARANT APPROVAL RIGHTS.**

18.6.1 **Prior to Declarant Rights Termination Date.** Without limiting the provisions of Section 17.7.2 above, the following actions may not be taken by the Association at any time before the Declarant Rights Termination Date without the prior written approval of Declarant:

(a) Any amendment or action requiring the approval of First Mortgagees;

(b) The levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Project Common Area by Declarant; or

(c) Any change in the general, overall, architectural or landscape design of the Project or the Project Common Area.

18.6.2 **Prior to Expiration of Defect Claims Period.** Without limiting the provisions of Section 17.7.2 above, the following actions may not be taken by the Association at any time before expiration of the Defect Claims Period without the prior written approval of Declarant:

(a) The adoption of Rules and Regulations, and any modification or revocation of any previously adopted Rules and Regulations (including, without limitation, any Design Guidelines); or

(b) Any other modification, waiver or termination of any provision of the Governing Documents benefiting Declarant as specified in Section 17.7.2 above.

18.7 **PRIORITY OF DECLARANT RIGHTS.** Nothing in this Declaration limits, and no Owner or the Association will interfere with, Declarant’s exercise of the rights established pursuant to this Article XVIII.

18.8 **ASSIGNMENT OF RIGHTS.** Any portion of the rights of Declarant under this Article XVIII or elsewhere in the Declaration may be assigned by Declarant by an express written assignment which includes an express reference to the rights of Declarant hereunder, including without limitation, by assignment to any mortgagee (a “*Declarant Mortgagee*”)

holding a lien on all or substantially all portions of the Project owned by the Owners from time to time (a “**Declarant Mortgage**”). Any such assignment may include some or all of the rights of the Declarant and may be subject to such covenants and conditions as Declarant may approve in its sole and absolute discretion. As used in this Declaration, the term “Successor Declarant” shall refer to any Person to whom Declarant so assigns its rights hereunder or who merges with Declarant by sale, merger, reverse merger, consolidation, sale of stock, membership interests or assets or by operation of law or who otherwise acquires all or substantially all Parcels in the Project then owned by the Owners. Without limiting the foregoing, in the event that Declarant assigns its rights hereunder to a Declarant Mortgagee, such Declarant Mortgagee shall have the right to further assign such rights to any designee of such Declarant Mortgagee or other Person taking title to all Parcels owned by the Owners as a result of a foreclosure of the associated Declarant Mortgage or acceptance of a deed in lieu of foreclosure thereof, as well as to any other Person who acquires all or substantially all such Parcels from the Declarant Mortgagee following foreclosure of the Declarant Mortgage.

*[SIGNATURES ON FOLLOWING PAGES.]*

***[SIGNATURE PAGE  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR SOLANA BEACH]***

This Declaration is dated \_\_\_\_\_, 20\_\_, for identification purposes only and shall be effective upon Recordation in Official Records of the County.

**DECLARANT**

ZEPHYR SOLANA, LLC,  
a Delaware limited liability company

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROJECT**

The real property located in the City of Solana Beach, County of San Diego, State of California, more particularly described as follows:

LOT 1 OF "SOLANA BEACH 101 (17-14-08)," AS SHOWN ON  
A SUBDIVISION MAP, FILED IN BOOK \_\_\_\_\_, PAGES  
\_\_\_\_ TO \_\_\_\_, INCLUSIVE, OF MAPS, IN THE OFFICE OF  
THE SAN DIEGO COUNTY RECORDER.

**EXHIBIT B**  
**BYLAWS FOR THE ASSOCIATION**

**BYLAWS**  
**OF**  
**SANDBOX SOLANA OWNERS ASSOCIATION**

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**OF**  
**SANDBOX SOLANA OWNERS ASSOCIATION**

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**BYLAWS  
OF  
SANDBOX SOLANA OWNERS ASSOCIATION**

**ARTICLE I  
PLAN OF OWNERSHIP**

1.1 **DEFINITIONS AND INTERPRETATION.** Unless otherwise provided in these Bylaws, the capitalized terms used in these Bylaws have the meanings they are given in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Solana Beach (the “**Declaration**”), which has been or will promptly be Recorded against the Project. These Bylaws shall be liberally construed to effectuate the purpose of directing the functions and governing of the Association in support of the subdividing, operating and administering use of the Project in accordance with the Declaration and the Commercial and Industrial Common Interest Development Act (the “**CID Act**”), codified at Section 6500, *et seq.*, of the California Civil Code. If there are conflicts or inconsistencies between the Declaration and these Bylaws, the Articles or any rules and regulations, then the provisions of the Declaration shall prevail; however, the conflicting documents shall be construed to be consistent with the Declaration to the extent possible.

1.2 **NAME.** The name of the corporation is SANDBOX SOLANA OWNERS ASSOCIATION. The principal office of the Association shall be located in the City of Solana Beach (“**City**”), County of San Diego (“**County**”), State of California. The purpose of this Corporation is to operate and manage a commercial common interest development commonly known as SOLANA BEACH under the Commercial and Industrial Common Interest Development Act, and to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law and the Nonprofit Mutual Benefit Corporation Law.

1.3 **APPLICATION.** All Persons who use the facilities of the Project in any manner are subject to the regulations in these Bylaws and in the Declaration. Use of any portion of the Project signifies acceptance and ratification of these Bylaws.

**ARTICLE II  
BOARD OF DIRECTORS**

2.1 **NUMBER OF DIRECTORS.**

2.1.1 **Interim Directors.** Until the first meeting of the Owners occurs, the Association’s property, business and affairs shall be governed and managed by a Board of Directors composed of three (3) persons appointed by Declarant to serve as interim Directors until Directors are elected at the first meeting of the Owners.

2.1.2 **Elected Directors.** Beginning with the first meeting of the Members, the Association’s property, business and affairs shall be governed and managed by a Board of Directors composed of three (3) persons, each of whom, except for those appointed by Declarant prior to the first meeting shall be elected pursuant to Section **Error! Reference source not found.** below. Any open positions on the Board created by a decision of the Board to increase the total number of Directors shall be filled at the next meeting of Members.

2.2 **QUALIFICATIONS FOR HOLDING OFFICE.** Each Director, except for those initially appointed by Declarant to serve as interim Directors until the first meeting of the Owners, must

either be an Owner, or an agent or affiliate thereof, who meets the qualifications in this Section 2.2 or, as long as Declarant owns any portion of the Project, or an agent or affiliate of Declarant.

**2.2.1 Candidacy Requirements for Owners.** Owners who meet the following criteria are qualified to be elected to the Board of Directors:

(a) The Owner must be in compliance with the Governing Documents for the three (3) months immediately preceding the date of the election at which the Owner is being considered for election to the Board of Directors. To be in compliance, the Owner must correct, within five (5) days after receipt of notice, any violation of the Governing Documents for which the Owner has been determined to be responsible pursuant to applicable due process requirements; and

(b) The Owner must be current in the payment of all Assessments for the three (3) months immediately preceding the date of the election at which the Owner is being considered for election to the Board of Directors.

**2.2.2 Incumbent Requirements.** To remain qualified to serve on the Board of Directors, a Person elected to the Board of Directors must:

(a) Not be absent from more than three (3) consecutive regularly scheduled meetings of the Board;

(b) Attend at least sixty percent (60%) of the Board meetings held during the year and attend the entire meeting each time;

(c) Comply with every duly approved action of the Board;

(d) Comply with the Governing Documents and correct, within five (5) days after receipt of notice, any violation of the Governing Documents for which that Director has been determined to be responsible pursuant to applicable due process requirements;

(e) Not be more than three (3) months in arrears in the payment of any Assessment;

(f) Be at all times an Owner, or be an agent or affiliate of an Owner, in good standing;

(g) Refuse any type of gain, such as money, services, products, gifts or gratuities of a significant value, as determined by a majority vote of the Directors who meet all of the required qualifications to serve as such, which gain is offered in relation to the Owner's service as a Director. In addition, the Owner must disclose such offers at an open meeting of the Board. Compensation for services duly approved by the Board and unrelated to duties as a Director or Officer of the Association, and reimbursement of expenses associated with services to the Association, do not constitute prohibited gain within the meaning of this subsection; and

(h) Exhibit respect, professionalism and courteous behavior to Owners, Directors, committee members, vendors, the Manager and its staff, and any other Persons associated with or retained by the Association;

(i) Not act in a manner determined by a majority vote of the Directors to be grossly detrimental to the general safety, health or welfare of the Association and its Members.

## 2.3 ELECTION.

2.3.1 **General Procedure.** On the date of the first meeting of the Owners, the offices of the three (3) interim Directors shall be deemed to be vacant, and the Members of the Association shall elect new Directors to fill all Board seats. At each annual meeting thereafter (as described in Section 4.2), new Directors shall be elected to fill vacancies on the Board. If an annual meeting is not held, or all vacancies on the Board are not filled at the annual meeting, vacancies may be filled in accordance with the procedure for filling vacancies set forth in Section 2.5.

2.3.2 **Voting.** Voting shall be by secret written ballot. An Owner may cumulate his votes for any candidate for the Board in any election in which more than two (2) Directors are to be elected if (a) the candidate's name has been placed in nomination before the voting takes place, and (b) the Owner has given notice at the meeting before the voting of such Owner's intent to cumulate votes. If an Owner cumulates his votes, such Owner may cast a number of votes equal to the Owner's share of the voting power multiplied by the number of Directors to be elected. If any one Owner has given this notice, all Owners may cumulate their votes for candidates in nomination.

2.3.3 **Special Election Requirement.** So long as Declarant is entitled to exercise a majority of the Association's voting power, not less than twenty-five percent (25%) of the members of the Board must be elected solely by the votes of Owners other than Declarant.

2.4 **TERM OF OFFICE.** Each Director shall hold office until the earlier to occur of (a) the end of the Director's term of office after a successor has been elected, or (b) his death, resignation, removal or judicial adjudication of mental incompetence. At the first meeting, the term of office of the three (3) Directors receiving the highest number of votes shall be two (2) years and the term of office of the two (2) Directors receiving the next highest number of votes shall be one (1) year. Thereafter, new Directors shall be elected or appointed to fill any vacancies. The term of office of each Director elected to fill a vacancy created by expiration of a Director's term of office shall be two (2) years. The term of office of each Director elected or appointed to the Board for any other reason shall be the balance of the unserved term. Any person serving as a Director may be reelected. There is no limit on the number of terms which a Director may serve.

## 2.5 VACANCIES.

2.5.1 **Deemed Vacancies.** A vacancy on the Board is deemed to exist (a) in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, (b) in the event of a declared vacancy in accordance with Section 2.5.2 below, or (c) if the Owners fail to elect the full number of authorized Directors at any meeting at which a Directors election is to take place.

2.5.2 **Declared Vacancies.** The Board by a majority vote of Directors who meet all of the requirements for incumbent Directors in Section 2.2.2 may declare vacant the office of any non-Declarant Director who fails or ceases to meet any initial or incumbent qualification that was in effect at the beginning of the director's current terms of office.

2.5.3 **Agents of Declarant.** Notwithstanding anything in these Bylaws to the contrary, the office of any Director who is an employee or other agent of the Declarant shall be deemed to be vacant on the date on which the Director ceases to be an employee or agent of the Declarant.

2.5.4 **Replacement.** Vacancies on the Board caused by any reason other than the removal of a Director may be filled by either (a) vote of a majority of the remaining Directors, even though they may constitute less than a quorum, or (b) by vote of the Owners at a meeting, and any vacancy caused by the removal of a Director must be filled by a vote of the Owners.

## 2.6 **REMOVAL OF DIRECTORS.**

2.6.1 **Generally.** At any meeting of the Owners, any individual Director or the entire Board, with the exception of Directors elected to office solely by votes of Declarant, may be removed before the expiration of their terms of office with or without cause, by the vote of Owners other than Declarant representing a majority of the voting Owners. However, if the entire Board is not removed as a group pursuant to a single vote, no individual Director may be removed if the number of votes cast against removal would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the Director's most recent election were then being elected. Any Director whose removal has been proposed by the Owners must be given an opportunity to be heard at the meeting. If any Directors are removed, new Directors may be elected at the same meeting.

2.6.2 **Restrictions on Removal Powers.** Notwithstanding anything in these Bylaws to the contrary, any Director elected to office solely by the votes of Owners other than Declarant pursuant to Section 2.3.3 may be removed only by the vote of at least a simple majority of the Association's voting power represented by Owners other than Declarant. Any Director elected to office solely by votes of Declarant may only be removed by Declarant, and the vacancy filled only by a Director elected by the votes of the Declarant. The Board, by a majority vote of Directors who meet all the qualifications for Directors in Section 2.2, may declare vacant the office of any Director who was not elected by the votes of Declarant if such Director fails to meet the requirements of Section 2.2.

2.7 **COMPENSATION.** Directors may not receive any compensation for their services as Directors unless such compensation is first approved by Owners representing at least a majority of the Association's voting power. However, (a) nothing in these Bylaws precludes any Director from serving the Association in some other capacity and receiving compensation therefor, and (b) any Director may be reimbursed for actual expenses incurred in performance of Association duties, and (c) no officer, employee or director of Declarant or any affiliate of Declarant may receive any compensation for service as a Director of the Association.

## 2.8 **MEETINGS OF THE BOARD.**

2.8.1 **Attendance.** Any meeting of the Board may be held by conference telephone, electronic video screen communication or electronic transmission by and to the Association, as long as the requirements for attendance at a meeting through the selected method comply with, or are consistent with, applicable provisions of the Nonprofit Mutual Benefit Corporation Law. In these cases, all Directors who participate in a meeting by any of these methods will be deemed to be present in person at the meeting.

2.8.2 **Regular Meetings.** Regular meetings may be held at such time and place in the Project as is determined by a resolution adopted by a majority of a quorum of the Directors and as frequently as the business of the Board justifies. The Board shall endeavor to conduct a regular meeting no less frequent than every six (6) months. Notice of the time and place of regular meetings of the Board shall be communicated to each Director and Member not less than five (5) business days before the date of the meeting unless the time and place of meeting is fixed by the Bylaws. Furthermore, notice of a

meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

**2.8.3 Special Meetings.** Special meetings may be called by the Association President, by any two (2) Directors other than the President, or by any Member or Members cumulatively representing greater than a twenty-five percent (25%) allocation of the Percentage Share. Notice of the time and place of special meetings of the Board shall be communicated in the manner prescribed for regular meetings, but it shall be sent to all Directors not less than seventy-two (72) hours before the scheduled time of the special meeting. Such notice is not required to be sent to any Director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

**2.8.4 Executive Sessions.** Any Member of the Association may attend meetings of the Board, except when the Board adjourns to executive session to consider litigation, matters relating to the formation of contracts with third parties, Member discipline, personnel matters, or for any other reason as may be permitted under the CID Act or applicable provisions of the Nonprofit Mutual Benefit Corporation Law. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following meeting that is open to the entire membership.

**2.8.5 Organizational Meeting for New Board.** The first regular “organizational” meeting of a newly elected Board must be held within ten (10) days of election of the Board, at such place as is fixed and announced by the Directors at the meeting at which such Directors were elected, to organize, elect officers and transact other business; except that such newly elected Board may unanimously agree to a later date generally in compliance with Sections 2.8.2, above. No prior notice of such meeting is required for the newly elected Directors as long as (a) a majority of the whole Board is present at the meeting of the Owners when the time and place for the organizational meeting are announced, and (b) the organizational meeting is held on the same day and at the same place as the meeting of the Owners at which the newly constituted Board was elected.

**2.8.6 Other Meetings.** Any congregation of a majority of the Directors at the same time and place to hear, discuss, or deliberate on any item of business scheduled to be heard by the Board, except those matters that may be discussed in executive session, constitutes a Board meeting. All Owners shall have the right to attend any regular, special or other Board meeting, except an executive session as described above. Owners who are not Directors may not participate in any deliberation or discussion at such meetings unless authorized by a vote of a majority of a quorum of the Board. However, at each Board meeting, except for executive sessions, the Board must set aside time for Owners to speak, subject to reasonable limits imposed by the Board.

**2.8.7 Notice to Owners.** Generally, if a meeting of the Board is not a regular or special meeting, Owners shall be given notice of the time and place of the meeting at least three (3) business days before the meeting. Notice required by this Section shall be given by overnight courier delivery to any Owner who had requested written delivery of notification of Board meetings, at the address requested by the Owner. Notice may also be given by mail or overnight delivery of the notice to each Member. If there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board and which of necessity make it impractical to provide notice to the Owners, then an emergency meeting of the Board may be called by the President or any two other members of the Board without providing notice to the Owners.

**2.8.8 Waiver of Notice.** Before or at any Board meeting, any Director may, in writing, waive personal notice of such meeting. A Director’s attendance at any Board meeting waives the requirement of personal notice. If all Directors are present at a Board meeting, no notice to Directors is

required and any business may be transacted at such meeting. The transactions of any Board meeting, however called and noticed or wherever held, are valid as though had at a meeting duly held after regular call and notice, if (a) a quorum is present, (b) notice to the Owners of such meeting was posted as provided in Sections 2.8.2 and 2.8.3, and (c) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. The Secretary shall file all such waivers, consents and approvals with the Association's records or make them a part of the meeting minutes.

**2.8.9 Action without Meeting.** The Board may act without a meeting if all Directors consent in writing to such action. Written consents must be filed with the Board minutes. Each action by written consent has the same effect as a unanimous vote of such Directors. Within three (3) days after the written consents of all Directors have been obtained, an explanation of any action taken by unanimous written consent without a meeting must be communicated to the Owners as provided herein, or by other means the Board determines to be reliable and appropriate.

**2.8.10 Quorum and Adjournment.** Except as otherwise expressly provided in these Bylaws, at all Board meetings, a majority of the Directors constitutes a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. At any Board meeting when less than a quorum present, the majority of those present may adjourn the meeting to another time. At any such reconvened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice if a quorum is present.

**2.9 COMMITTEES.** The Board may by resolution establish such committees as it desires, and may establish the purposes and powers of each such committee created. The resolution establishing the committee must (a) provide for the appointment of its members and a chairman, (b) state the purposes of the committee, and (c) provide for reports, termination and other administrative matters as the Board considers appropriate.

**2.10 GENERAL POWERS AND DUTIES.** Subject to the limits described in Section 2.11 and under applicable law governing incorporated associations, the Association has the general powers of an incorporated association organized under California law, to the extent necessary to administer its affairs. All of the Association's powers shall be exercised by the Board except those powers specifically reserved to the Declarant or the Owners. The powers and duties of the Association include the following:

**2.10.1 Enforcement.** The power and duty to enforce applicable provisions of the Governing Documents, and the power to initiate and execute disciplinary proceedings against Members, or any of such Member's employees, tenants, contractors or invitees, for violations of the Governing Documents in accordance with procedures set forth in the Governing Documents. Such powers include the power to impose sanctions and fines against Owners for violations of the Governing Documents.

**2.10.2 Payment of Taxes.** Payment of taxes and assessments which are, or could become, a lien on the Project or a portion thereof.

**2.10.3 Assessments.** The power and duty to fix and levy Assessments and identify the due date for payment of Assessments. The Board may incur Common Expenses. The Association's funds shall be held in trust for the Owners.

**2.10.4 Insurance.** The power and duty to contract and pay for casualty, liability and other insurance on behalf of the Association in accordance with the Declaration. The insurance shall provide coverage against such damages or injuries as the Board considers advisable (which coverage may

include medical expenses of persons injured in the Project or Project Improvement). Coverage requirements may be satisfied by being named as an additional insured or loss payee under the coverage held by an Owner or other Person. The Board shall review, not less frequently than annually, all insurance policies maintained by the Association or on the Association's behalf.

2.10.5 **Obtaining Goods and Services.** Subject to the limitations on contracts set forth in Section 2.11.3 below, the power to contract for goods and services for the Project or for the Association, including (a) contracts for maintenance, landscaping and common utilities services, (b) contracts for materials and supplies necessary for the operation and maintenance of the Project, (c) contracts to obtain the services of personnel necessary to operate and manage the Project, including management, legal and accounting services, and (d) contracts to pay the cost of construction, maintenance, repair, removal and replacement of Improvements on the Project.

2.10.6 **Delegation.** The power but not the duty to delegate its powers to committees, officers and employees of the Association as authorized under the Governing Documents.

2.10.7 **Rules and Regulations.** The power and duty to formulate rules of operation of the Project.

2.10.8 **Budgets and Financial Reporting.** The power and duty to prepare budgets and financial statements for the Association as prescribed in the Governing Documents.

2.10.9 **Right of Entry.** Subject to Sections 4.5, 4.6 and 10.9 of the Declaration, the power to enter, or authorize entry by others, upon any Parcel as necessary in connection with construction, maintenance or emergency repair for the benefit of the Project or the Owners in common.

2.10.10 **Filling Vacancies.** The power and duty to fill vacancies on the Board except for a vacancy created by the removal of a Director.

2.10.11 **Officers, Agents and Employees.** The power and duty to select, appoint and remove all Association officers, agents and employees, to prescribe such powers and duties for them as may be consistent with law and with the Governing Documents, to fix their compensation, to require from them such security for faithful service as the Board considers advisable, and to contract to provide them with such indemnification as the Board determines is appropriate.

2.10.12 **Bylaws.** The power and duty to adopt these Bylaws.

2.10.13 **Records.** The power and duty to keep a complete record of Association acts and corporate affairs.

2.10.14 **Manager.** The power to engage a professional Manager for the Association at a compensation established by the Board to perform such duties and services as the Board authorizes.

2.10.15 **Agreements with Declarant.** The power but not the duty to negotiate and enter into agreements with Declarant subject to applicable restrictions in the Governing Documents.

2.10.16 **Principal Office, Place of Meetings, Seal.** The power but not the duty to move the Association's principal office from one location to another in the County; to designate any place in the County for holding any meetings of Owners consistent with the provisions of Section 4.2.4; and to adopt and use a corporate seal and to alter the form of such seal.

**2.11 POWERS AND DUTIES; LIMITATIONS.** Without limiting the scope of the Board's general powers and duties, the Board is granted the following powers and duties:

**2.11.1 Sale or other Transfer of Property.** The power but not the duty to sell property of the Association. Approval from Owners representing at least a majority of the Association's voting power must be obtained before property of the Association having an aggregate fair market value greater than five percent (5%) of the Association's budgeted gross expenses for the applicable fiscal year is sold in such fiscal year.

**2.11.2 Capital Improvement Expenditures.** The power to incur expenditures for capital improvements to the Project. Approval from a majority of the Owners representing a quorum of more than fifty percent (50%) of non-Declarant votes, must be obtained before the Association incurs, in any fiscal year, aggregate expenditures for capital improvements to the Project in excess of ten percent (10%) of the Association's budgeted gross expenses for that fiscal year.

**2.11.3 Certain Contracts.** Notwithstanding anything in these Bylaws to the contrary, the Board is prohibited from taking any of the following actions, except with the assent, by vote at a meeting of the Association or by written consent without a meeting of a simple majority of the Members (in the manner described in California Corporations Code Section 18330), other than the Declarant, constituting a quorum consisting of more than fifty percent (50%) of the voting power of the Association residing in Members other than the Declarant:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Project or the Association for a term longer than three years with the following exceptions:

(i) Agreements for installation of solar energy generation equipment of not to exceed ten (10) years duration.

(ii) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration.

(b) Incurring aggregate expenditures for capital improvements to the Project in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

**2.12 DISTRIBUTION OF INFORMATION.** The Board shall distribute the following financial information to all Owners (and any Beneficiary, insurer and guarantor of a first Mortgage on request), regardless of the number of Owners or the amount of assets of the Association:

2.12.1 **Budget.** A pro forma operating budget for each fiscal year consisting of at least the following information must be distributed not less than thirty (30) nor more than ninety (90) days before the beginning of the fiscal year:

(a) Estimated revenue and Common Expenses computed on an accrual basis.

(b) A summary of the Association's reserves, if any, including without limitation, the current estimate of the amount of cash reserves necessary to restore or maintain the major components of the Project Improvements for which the Association is responsible ("**Estimated Reserves**"), as of the end of the fiscal year for which the study is prepared, and the current amount of accumulated cash reserves actually set aside to restore or maintain the major components of the Project Improvements for which the Association is responsible ("**Actual Reserves**").

(c) A statement of whether the Board has determined or expects that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component of the Project Improvements for which the Association is responsible or to provide adequate reserves therefor.

The Board may distribute a summary of the Budget instead of the Budget itself, so long as the Board complies with relevant provisions of the CID Act.

2.12.2 **Financial Report.** A report consisting of the following must be distributed within one hundred twenty (120) days after the close of the fiscal year:

(a) A balance sheet as of the end of the fiscal year.

(b) An operating (income) statement for the fiscal year.

(c) A statement of changes in financial position for the fiscal year.

(d) Information that would be required to be reported if the Association was a nonprofit mutual benefit corporation under California Corporations Code Section 8322.

(e) For any fiscal year in which the Association's gross income exceeds Two Hundred Fifty Thousand Dollars (\$250,000), a copy of a review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

(f) A statement of the place where the names and addresses of the current Owners are located.

If the report referred to in Section 2.12.2 is not prepared by an independent accountant, it must be accompanied by the certificate of an authorized Association officer stating that the statement was prepared from the Association's books and records without independent audit or review.

2.12.3 **Insurance Information.** The Association shall distribute annually to all Owners a summary of the Association's insurance policies not less than thirty (30) days before the beginning of the Association's fiscal year. The insurance summary shall include all of the following information: (a) the name of the insurer, (b) the type of insurance, (c) the policy limits of coverage, and (d) the amount of the deductibles, if any.

(a) The Association shall, as soon as reasonably practical, notify the Owners by overnight delivery or first-class mail if any of the policies described above have lapsed, been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible, for any of those policies. If the Association receives any notice of non-renewal of a policy described above, the Association shall immediately notify the Owners if replacement coverage will not be in effect by the date the existing coverage will lapse.

(b) To the extent that any of the information required to be disclosed is specified in the insurance policy declaration page, the Association may meet its obligation to disclose that information by making copies of that page and distributing it to all Owners.

**2.12.4 Enforcement Policies.** In addition to financial statements, the Board shall annually distribute a statement of the Association's policies and practices in enforcing its lien rights or other legal remedies against Owners for defaults in the payment of Assessments, including the recording and foreclosing of liens against an Owner's Retail Units.

**2.12.5 Accounts.** On at least a quarterly basis, the Board shall: (a) cause to be completed and review a current reconciliation of the Association's operating and reserve accounts, (b) review the current fiscal year's actual reserve revenues and expenses compared to the Budget for the then current fiscal year, (c) review the income and expense statement for the Association's operating and reserve accounts, (d) review the most current account statements prepared by the financial institutions where the Association keeps its operating and reserve accounts, and (e) fulfill any additional duties of the Association and the Board as may be established by California Civil Code Section 6500 *et seq.*. The signatures of either (i) two (2) Directors, or (ii) one (1) Director and one (1) Association officer (who is not also a Director) are required for the withdrawal of money from the Association's reserve accounts, if any. As used in this Subsection, the term "reserve accounts" means Budgeted funds that the Board has designated for use to defray the future repair and replacement of, or additions to, those major components of the Project Improvements which the Association is obligated to maintain.

### **ARTICLE III OFFICERS**

**3.1 DESIGNATION.** The Association's principal officers are a President, a Vice President, a Secretary, and a Treasurer, all elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as it determines to be necessary. Officers other than the President need not be Directors. Any person may hold more than one office.

**3.2 ELECTION OF OFFICERS.** The Board shall annually elect the Association's officers at the new Board's organization meeting. The Board shall adopt rules relating to the election of officers according to any procedures permitted by the CID Act or the Nonprofit Mutual Benefit Corporation Law. Each officer shall hold his office at the pleasure of the Board, until he resigns or is removed, is otherwise disqualified to serve or a successor is elected and qualified to serve.

**3.3 REMOVAL OF OFFICERS.** On an affirmative vote of a majority of the entire Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary. Any such resignation is effective on the date of receipt of such notice or at any later time specified therein. Unless specified in the notice, acceptance of the resignation by the Board is not necessary to make it effective.

3.4 **COMPENSATION.** No officer may receive any compensation for services performed in the conduct of the Association's business unless such compensation is approved by the vote or written consent of Owners representing at least a majority of the Association's voting power; however (a) nothing in these Bylaws precludes any officer from serving the Association in some other capacity and receiving compensation therefor, and (b) any officer may be reimbursed for actual expenses incurred in the performance of Association duties. Appointment of any officer does not create contractual rights of compensation for services performed by such officer. No officer, employee or director of Declarant or any affiliate of Declarant may receive any compensation for service as an officer of the Association.

3.5 **PRESIDENT.** The President is the chief executive officer of the Association and shall (a) preside at all Association and Board meetings, (b) have the general powers and duties which are usually vested in the office of the President of an incorporated association, including but not limited to the power to appoint committees from among the Owners as the President decides is appropriate to assist in the conduct of the Association's affairs, and (c) subject to the control of the Board, have general supervision, direction and control of the Association's business.

3.6 **VICE PRESIDENT.** The Vice President shall take the President's place and perform the President's duties whenever the President is absent, disabled, fails or refuses to act. If neither the President nor the Vice President is available to perform the President's duties, the Board shall appoint another member of the Board to do so on an interim basis. The Vice President has such other powers and duties as may be prescribed by the Board or these Bylaws.

3.7 **SECRETARY.** The Secretary shall (a) keep the minutes of all meetings of the Board and of the Association at the Association's principal office or at such other place as the Board may order, (b) keep the Association's seal in safe custody, (c) have charge of such books and papers as the Board may direct, (d) in general, perform the duties incident to the office of Secretary, (e) give, or cause to be given, notices of meetings of the Owners and of the Board required by these Bylaws or by law to be given, (f) keep a record book of Owners, listing the names, mailing addresses and telephone numbers of Owners, as furnished to the Association ("**Membership Register**"), and (g) record in the Membership Register the termination or transfer of ownership by any Owner, together with the date of the transfer. The Secretary has such other powers and duties as may be prescribed by the Board or these Bylaws.

3.8 **TREASURER.** The Treasurer is the Association's chief financial officer and is responsible for Association funds. The Treasurer shall (a) keep, or cause to be kept, full and accurate accounts and tax and business records of the Association, including accounts of all assets, liabilities, receipts and disbursements, (b) be responsible for the deposit of all funds in the name of the Association in such depositories as the Board designates, (c) disburse the Association's funds as ordered by the Board, and (d) render to the President and Directors, on request, an account of all transactions as Treasurer and of the Association's financial condition. The Treasurer has such other powers and duties as may be prescribed by the Board or these Bylaws.

## **ARTICLE IV OWNERS**

### **4.1 OWNER VOTING RIGHTS.**

4.1.1 **Classes of Membership.** The Association has two (2) classes of membership (each, a "**Membership**"), as described in the Declaration. The Class A and Class B Memberships are voting Memberships.

4.1.2 **Interpretation.** Except as provided in Section 2.3.3, any provision of the Bylaws which requires the vote or written consent of a specified percentage of the Association's voting power (i.e., actions requiring more than merely the vote or written consent of a majority of a quorum), requires the approval of such specified percentage of all of the following: (a) the Class A Membership; (b) the Class B Membership (so long as a Class B Membership exists); and (c) the Association's total voting power.

## 4.2 **OWNER MEETINGS.**

4.2.1 **First Meeting.** The first meeting of Owners, whether regular or special, shall be held no later than (a) the date that is six (6) months after the first Close of Escrow for sale of a Retail Unit in the Project, or (b) thirty (30) days after that date on which any Member of the Association demands the first meeting of the Owner, whichever is the latter to occur.

4.2.2 **Regular Meetings of Owners.** Following the first meeting, regular meetings shall be held at least annually on or about the anniversary date of the first meeting. Each first Mortgagee may designate a representative to attend all annual meetings.

4.2.3 **Special Meetings of Owners.** The Board shall call a special meeting of the Owners (a) as directed by resolution of a majority of a quorum of the Board, (b) by request of the President of the Association, or (c) on receipt of a written request for a special meeting signed by Owners representing at least ten percent (10%) of the Association's total voting power. The Secretary shall give written notice of any special meeting not less than five (5) business days before the date of the meeting at which members are required or permitted to take any action. The notice must state the date, time and place of the special meeting and the general nature of the business to be transacted. No business may be transacted at a special meeting except as stated in the notice. Each first Mortgagee may designate a representative to attend all special meetings.

4.2.4 **Place.** Meetings of the Owners shall be held on the Project or such other suitable place as proximate to the Project as practical and convenient to the Owners, as designated by the Board.

4.2.5 **Adjourned Meetings.** If a quorum is not present at the time and place established for a meeting, a majority of the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) or more than thirty (30) days after the original meeting date, at which meeting the quorum requirement is the presence in person or by proxy of Owners holding at least fifty percent (50%) of the Association's voting power. Such an adjourned meeting may be held without the notice required by these Bylaws if notice thereof is given by announcement at the meeting at which such adjournment is taken.

4.2.6 **Order of Business.** Meetings of Owners must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. The order of business at all meetings of the Owners is as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election (at annual meetings or special meetings held for such purpose); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business.

4.2.7 **Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Owners, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters described therein. A recitation in the minutes executed by the Secretary that proper notice of the meeting was given constitutes prima facie evidence that such notice was given.

4.2.8 **Consent of Absentees.** The actions taken at any meeting of Owners, however called and noticed, are valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present either in person or by proxy, and (b) either before or after the meeting, each of the Owners not present in person or by proxy signs (1) a written waiver of notice, (2) a consent to the holding of such meeting, or (3) an approval of the minutes thereof. The Secretary shall file all such waivers, consents or approvals with the corporate records or make them a part of the minutes of the meeting.

4.2.9 **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of at least fifty percent (50%) of the Association's voting power constitutes a quorum of the Membership. Owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, despite the withdrawal of enough Owners to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of a quorum. If a meeting is actually attended, in person or by proxy, by Owners having less than one-half (1/2) of the Association's voting power, then no matter may be voted on except matters which were generally described in the notice of the meeting. No action by the Owners on any matter is effective if the votes cast in favor are fewer than the minimum number of votes required by the Governing Documents to approve the action.

4.2.10 **Majority of Quorum.** Unless otherwise provided in the Governing Documents, any action which may be taken by the Association may be taken by a majority of a quorum of the Association's voting power.

4.2.11 **Proxies.** Votes may be cast in person or by proxy. Proxies must be in writing, comply in form with the requirements, if any, of the CID Act, and be filed with the Secretary in advance of each meeting. Every proxy is revocable and automatically ceases to have any further legal effect after completion of the meeting for which the proxy was filed. Any form of proxy or written ballot distributed by any Person to the Owners must afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted on, except it is not mandatory that a candidate for election to the Board be named in the proxy or written ballot. The proxy or written ballot must provide that, when the Owner specifies a choice, the vote shall be cast in accordance with that choice. The proxy must also identify the person authorized to exercise the proxy and the length of time it will be valid.

4.2.12 **Notice.** The Secretary shall send to each Owner of record, and to each first Mortgagee who has filed a written request for notice with the Secretary, a notice of each annual or special meeting. The notice must be sent by first-class mail, at least ten (10) but not more than thirty (30) days before the meeting. The notice must state the purpose for the meeting as well as the day, hour and place where it is to be held. The notice may establish time limits for speakers and nominating procedures for the meeting. The notice must specify those matters the Board intends to present for action by the Owners, but, except as otherwise provided by law, any proper matter may be presented for action at the meeting. The notice of any meeting at which Directors are to be elected must include the names of all nominees when the notice is given to the Owners. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, forty-eight (48) hours after the notice has been deposited in a regular depository of the United States mail. Such notice must be posted in a conspicuous

place on the Project and is deemed served on an Owner on posting if no address for such Owner has been then furnished the Secretary.

**4.2.13 Matters Requiring Special Notice to Owners.** Notwithstanding any other provision of these Bylaws, approval by the Owners of any of the following proposals, other than by unanimous approval of those Owners entitled to vote, is not valid unless the general nature of the proposal was stated in the notice or in any written waiver of the notice: (a) removing a Director without cause; (b) filling vacancies on the Board; (c) approving a contract or transaction between the Association and one or more Directors, or between the Association and any entity in which a Director has a material financial interest; (d) amendment of the Articles; or (e) electing to wind up and dissolve the Association.

**4.2.14 Matters Requiring Secret Ballot.** Notwithstanding any other law or provision of the Governing Documents, an election regarding Assessments, selection of Board members, amendments to the Governing Documents, or as provided in the Declaration.

**4.3 RECORD DATES.** The Board may fix a date in the future as a record date for determining which Owners are entitled to notice of any meeting of Owners. The record date so fixed must be not less than ten (10) or more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for notice to Owners, the record date for notice is the close of business on the business day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for determining the Owners entitled to vote at any meeting of Owners. The record date so fixed must be not less than ten (10) or more than sixty (60) days before the date of the meeting. If the Board does not fix a record date for determining Owners entitled to vote, Owners on the day of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

**4.4 ACTION WITHOUT MEETING.** Except for election of Directors, any action which may be taken at a meeting of the Owners may be taken without a meeting by written ballot of the Owners, according to the provisions of California Corporations Code Section 18330(a). Solicitations for ballots must specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which ballots must be received to be counted. The form of written ballot must afford an opportunity to specify a choice between approval and disapproval of each matter and must provide that, where the Owner specifies a choice, the vote shall be cast in accordance therewith. Receipt within the time period specified in the solicitation of (1) ballots which equal or exceed the quorum which would be required if the action were taken at a meeting, and (2) approvals which equal or exceed the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast, constitutes approval by written ballot.

## **ARTICLE V AMENDMENTS**

These Bylaws may be amended by the vote or written consent of Owners representing at least (a) a majority of the voting power of each class of the Owners, and (b) a majority of the Association's voting power represented by Owners other than Declarant; provided that the specified percentage of each class of Owners necessary to amend a specific provision of these Bylaws may not be less than the percentage of affirmative votes prescribed for action to be taken under that provision. Any amendment to these Bylaws which materially affects the rights of first Mortgagees as described in the Declaration must be approved by at least the percentage of Mortgagees specified in the applicable provision of the Declaration, if any.

## **ARTICLE VI MISCELLANEOUS**

6.1 **CHECKS, DRAFTS AND DOCUMENTS.** All checks, drafts, orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Association must be signed or endorsed in the manner and by the person or persons the Board designates by resolution, subject to the requirements of Section 2.12.5 for withdrawing money from the Association's reserve accounts.

6.2 **CONFLICTS.** If any of these Bylaws conflict with any California law, such conflicting Bylaws shall be void on final court determination to such effect, but all other Bylaws shall remain in full force. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

6.3 **EXECUTION OF DOCUMENTS.** The Board may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, committee member or employee may bind the Association by any contract or pledge its credit or render it liable for any purpose in any amount.

### 6.4 **AVAILABILITY OF ASSOCIATION DOCUMENTS.**

6.4.1 **Records To Be Maintained.** The Association shall keep at its principal office (or at such other place in or near the Project as the Board may prescribe) the Governing Documents and the Association's records (collectively, the "*Association Documents*"). The Association Documents shall be made available for inspection and copying by any Owner or the Owner's duly appointed representative for a purpose reasonably related to the Owner's interest as an Owner.

6.4.2 **Inspection Rights.** The Association shall make Association Documents available for reasonable time periods and within reasonable timeframes for inspection and copying by a member, or the member's designated representative. The Association may bill the requesting member for the direct and actual cost of copying requested documents. The Association shall inform the member of the amount of the copying costs before copying the requested documents.

6.4.3 **Manner of Inspection.** The Association shall make the specified Association Documents available for inspection and copying in compliance with the Nonprofit Mutual Benefit Corporation Law or the CID Act.

6.4.4 **Limitation on Information Disclosed.** The Association may withhold or redact information from the Association's Documents for any of the reasons related to the protection of privacy rights of Owners or their affiliates, or to protect disclosure of information to the extent required to maintain an assertion of attorney-client privilege between the Association and its legal counsel.

6.4.5 **Distribution to Owners.** The Association shall provide access to the requested Association Documents not later than ten (10) days after the Association receives written request therefor from any Owner. Owners shall receive the budget required in Section 10.6 of the Declaration at the time described therein, and a right to have copies of the minutes of meetings of the Board and how and where those minutes may be obtained.

6.5 **FISCAL YEAR.** The Board shall select the Association's fiscal year. The fiscal year is subject to change as the Board determines.

**ARTICLE VII  
NOTICE AND HEARING PROCEDURE**

7.1 **INITIAL COMPLAINT.** Persons who believe a violation of the Governing Documents has occurred may file a complaint with a Person designated by the Board on a form approved by the Board. The Board will commence the enforcement process. In its discretion, the Board may issue one or two violation letters to the Person alleged to have committed the violation ("**Respondent**") or set a hearing described in Section 7.2 below. The Board may direct the Manager to assist the Board in any of the steps the Board chooses to take in enforcing the Governing Documents except that decisions made at hearings must be made by the Board.

7.2 **SCHEDULING HEARINGS.** A hearing before the Board to determine whether a sanction should be imposed may be initiated by the Board after receipt of at least one complaint. To initiate a hearing, the Board must deliver to the Respondent a notice which includes the following:

7.2.1 **Complaint.** A written statement setting forth in ordinary and concise language the acts or omissions with which the Respondent is charged,

7.2.2 **Basis for Violation.** A reference to the specific provisions of the Governing Documents which the Respondent is alleged to have violated,

7.2.3 **Hearing Schedule.** The date, time and place of the scheduled hearing,

7.2.4 **Sanctions.** A list of sanctions which may be imposed at the hearing.

The date for the hearing may be not less than fifteen (15) days after the date the notice of hearing is mailed or delivered to the Respondent. The Respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing. If the Respondent does not attend the hearing, the Respondent waives these rights.

7.3 **CONDUCT OF HEARING.** The Board shall conduct the hearing in executive session, affording the Respondent a reasonable opportunity to be heard. Before a sanction will be effective, proof of notice and the invitation to be heard must be placed in the minutes of the meeting. Such proof is adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the Association officer or Board member who mailed or delivered such notice. The record of the meeting must contain a written statement of the results of the hearing and the sanction imposed (if any).

7.4 **IMPOSITION OF SANCTIONS.** After affording the Respondent an opportunity for a hearing before the Board, the Board may impose any one or more of the following sanctions: (a) levy a Special Assessment as authorized in the Declaration; (b) suspend or condition the Respondent's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board; (c) suspend the Respondent's voting privileges established under the Declaration; (d) enter upon a Parcel of the Covered Property to perform maintenance which, according to the Declaration, is the responsibility of the Respondent; or (e) record a notice of noncompliance if allowed by law. Any suspension of Membership privileges may not be for a period of more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including continuing failure to pay any Assessment after it becomes delinquent) may be imposed as long as the violation continues. Written notice of any sanctions to be imposed must be delivered to the Respondent personally, by any system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, by first class mail or certified mail return receipt requested, or

any combination of the foregoing. No action against the Respondent arising from the alleged violation may take effect before five (5) days after the hearing. The Board shall not impose any sanction that will interfere with or prevent Declarant's exercise of any rights reserved in the Declaration.

7.5 **LIMITS ON REMEDIES.** The Board's failure to enforce the Governing Documents does not waive the right to enforce them. The remedies provided by the Governing Documents are cumulative and not exclusive. However, any individual Owner must exhaust all available internal remedies prescribed by the Governing Documents before that Owner may resort to a court of law for relief concerning any alleged violation of the Governing Documents by another Owner.

**CERTIFICATE OF SECRETARY**

I, the undersigned, certify that:

1. I am the duly elected and acting Secretary of **SANDBOX SOLANA OWNERS ASSOCIATION**, an California nonprofit mutual benefit association (the "*Association*"); and

2. The foregoing Bylaws comprising 21 pages (including the title page, table of contents and this page) constitute the Bylaws of the Association duly adopted by Consent of Directors in Lieu of First Meeting dated \_\_\_\_\_, 20\_\_\_\_\_.

I have signed this Certificate effective on \_\_\_\_\_, 20\_\_\_\_\_.

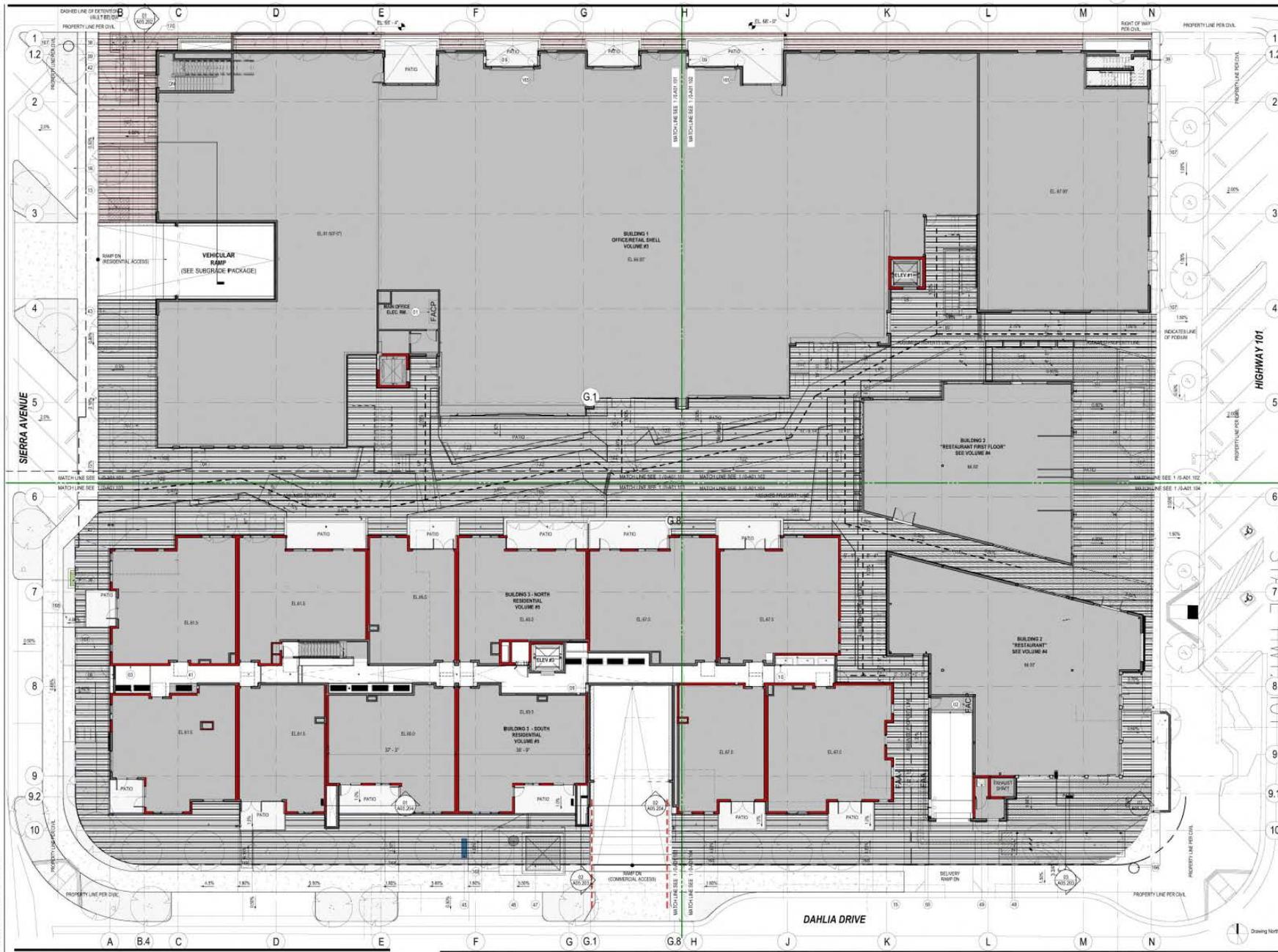
\_\_\_\_\_  
Secretary

**EXHIBIT C**

**DESCRIPTION OR DEPICTION OF PROPOSED PROJECT COMMON AREA AND  
IMPROVEMENTS LOCATED THEREON**

01/20/21 10:52:00 AM

01/20/21 10:52:00 AM - Solana 101 (17) 01 - Site - Zephyr Group, AIA/CA



**1 OVERALL SITE PLAN**  
SCALE: 3/32" = 1'-0"

**SHEET NOTES**

- 01 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 1
- 02 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 2
- 03 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 3
- 04 PRIMARY FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 1
- 05 SECONDARY FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 1
- 06 FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 2
- 07 FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 3
- 08 NOCK BOX AND STROBE LIGHT WITH BATTERY BACKUP AT QUITS
- 09 FIRE HOSE CABINET WITH 3 1/2" VALVES
- 10 3 1/2" NET SEAWATER LOCATION
- 11 8" FIBER BACKUP ON PREVENTER WITH FIRE DEPARTMENT CONNECTION - SEE CIVIL
- 12 UNITS/STATER POSTAL SERVICE RESERVED PARKING SPACE
- 13 ELECTRIC SERVICE CHANGEOFF LOCATION
- 14 SEWAGE GAS METER WITH LANDSCAPE SCREENING WALL ON THREE SIDES
- 15 BUILDING 1 FIRE RISER
- 16 BUILDING 3 FIRE RISER WITH 3 1/2" STANDPIPE
- 17 MODULAR RETELER UNIT - SEE CIVIL
- 18 SCOMETIC BUILDING 1 RACK ON PREVENTER
- 19 SCOMETIC BUILDING 3 RACK ON PREVENTER
- 20 SEWAGE VAULT PERSONNEL ACCESS
- 21 SEWAGE VAULT EQUIPMENT ACCESS
- 22 SEWAGE GAS METERS WITH LANDSCAPE WALL SCREENING
- 23 FIBER TRASH CHUTE
- 24 UNITS/STATER POSTAL SERVICE BUILDINGS
- 25 BRIDGE TO OFFICE BUILDING
- 26 ANNEXE/STAIR WINGS
- 27 OVERHANG AREAS
- 28 TRAIL TENDERS, SEE PLUMBING DRAWINGS
- 29 4" WALL SCREENING CONNECTION
- 30 DETENTION VAULT PERSONNEL ACCESS - MAXIMALE

**ZEPHYR**

HIGHWAY 101 & DAHLIA  
SOLANA BEACH, CA 92075

**Gensler**

225 Broadway  
Suite 101  
San Diego, CA 92101  
United States

Tel: 619.557.2000  
Fax: 619.557.2500

**COMMON AREA**

Date	Description
11/15/2019	ADD SOLAR PV
12/02/2019	SUBMIT DRAWING BUILDING PERMIT
02/14/2020	SUBMIT DRAWING PERC
03/02/2020	ADDRESS CHANGE - BALANCE OF WORK
04/03/2021	BALANCE OF WORK PERMIT - SUBMITTAL 4
05/03/2021	CONSTRUCTION CHANGE 1



Project Name:  
**SOLANA 101**

Project Number:  
**55.7765.000**

Description:  
**OVERALL SITE PLAN**

Scale:  
3/32" = 1'-0"

**A01.100**

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**EXHIBIT D**  
**DEPICTION OF RESIDENTIAL PARKING AREA**

Exhibit D

0/00201 10.02Z AN



- COMMERCIAL PARKING
- RESIDENTIAL PARKING

Date	Description
11/15/2018	ADDITIONAL ADDITIONAL
12/20/2018	SUBMITTANAL BUILDING PERMIT
01/24/2020	SUBMITTANAL P1
03/02/2020	ADDENDUM #1 BALANCE OF WORK
04/02/2021	BALANCE OF WORK PERMIT - SUBMITTAL 4
05/20/2021	CONSTRUCTION CHANGE 1



Project Name:  
SOLANA 101

Project Number:  
55.7765.000

Description:  
OVERALL PARKING P1 FLOOR PLAN

Scale:  
3/32" = 1'-0"

A02.101

1 OVERALL PARKING LEVEL P1  
SCALE: 3/32" = 1'-0"

**EXHIBIT E**  
**DEPICTION OF COMMERCIAL PARKING AREA**

01/20/21 10:52Z AM



**1 OVERALL PARKING LEVEL P1**  
SCALE: 3/32" = 1'-0"



1049647 101 & DRIVE A  
SOLANA BEACH, CA 92075

**Gensler**

225 Broadway  
Suite 100  
San Diego, CA 92101  
United States  
Tel: 619.557.2500  
Fax: 619.557.2509

- COMMERCIAL PARKING
- RESIDENTIAL PARKING

Date	Description
11/15/2019	ADDITIONAL ADDITIONAL
12/22/2019	SUBMITTANAL BALANCE PERMIT
01/24/2020	SUBMITTANAL PER
03/02/2020	ADDENDUMS BALANCE OF WORK
04/02/2021	BALANCE OF WORK PERMIT - SUBMITTAL 4
05/20/2021	CONSTRUCTION CHANGE 1



Project Name:  
**SOLANA 101**

Project Number:  
**55.7765.000**

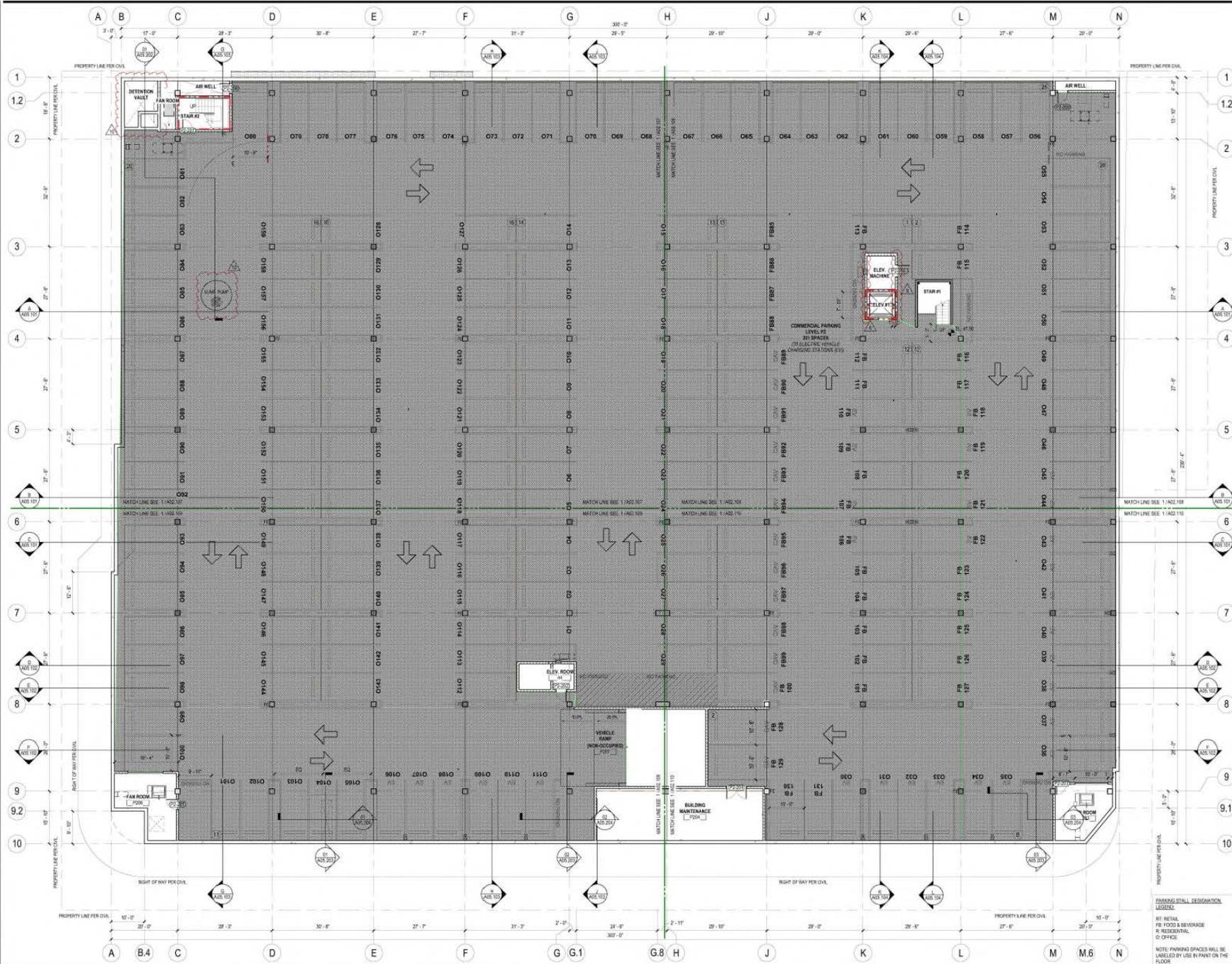
Description:  
**OVERALL PARKING P1 FLOOR PLAN**

Scale:  
**3/32" = 1'-0"**

**A02.101**

01/20/21 10:52Z AM

BA0-100-1700-000 - Solana 101 1700 Solana 101 - Site - Parking Design - 10/18/24



HIGHWAY 101 & DIABLA  
SOLANA BEACH, CA 92075

**Gensler**

225 Broadway  
Suite 500  
San Diego, CA 92101  
United States  
Tel: 619.557.2500  
Fax: 619.557.2500

COMMERCIAL PARKING

RESIDENTIAL PARKING

Date	Description
11/15/2019	ADDITIONAL P.C.
12/20/2019	SUBMITTAL BALANCE PERMIT
01/24/2020	SUBMITTAL P.C.
03/03/2020	ADDITIONAL P.C. BALANCE OF WORK
04/02/2021	BALANCE OF WORK PERMIT - SUBMITTAL 4
05/03/2021	CONSTRUCTION CHANGE 1

Seal/Signature



Project Name:  
SOLANA 101

Project Number:  
55.7765.000

Description:  
OVERALL PARKING P2 FLOOR PLAN

Scale:  
3/32" = 1'-0"

**A02.102**

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**1 OVERALL PARKING LEVEL P2**  
SCALE: 3/32" = 1'-0"

**EXHIBIT F**  
**DEPICTION OF LANDSCAPE BUFFER AREAS**



**1 OVERALL SITE PLAN**  
SCALE: 3/32" = 1'-0"

**SHEET NOTES**

- 01 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 1
- 02 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 2
- 03 FIRE ALARM CONTROL PANEL (FACP) FOR BUILDING 3
- 04 PRIMARY FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 1
- 05 SECONDARY FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 1
- 06 FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 2
- 07 FIRE ALARM INDICATOR PANEL (FAP) FOR BUILDING 3
- 08 ROCK BOX AND STROBE LIGHT WITH BATTERY BACKUP AT QUITS
- 09 FIRE HOSE CABINET WITH 3 1/2" VALVES
- 10 3 1/2" MET STANDPIPE LOCATION
- 11 SCHEMATIC BLAZING 1 BACKUP ON PREVENTER
- 12 SCHEMATIC BLAZING 2 BACKUP ON PREVENTER
- 13 8" FIVE BACKUP ON PREVENTER WITH FIRE DEPARTMENT CONNECTION
- 14 UNITS ENTERED POSTAL SERVICE RESERVED PARKING SPACE
- 15 ELECTRIC VEHICLE CHARGING STATION
- 16 SEIZE GAS METERS WITH LANDSCAPE SCREENING WALL ON THREE SIDES
- 17 SEIZE VULT PERSONNEL ACCESS
- 18 SEIZE VULT EQUIPMENT ACCESS
- 19 BUILDING 1 FIRE RISER
- 20 BUILDING 3 FIRE RISER WITH 3 1/2" STANDPIPE
- 21 MODULAR VULT AND UNIT - SEE CIVIL
- 22 SCHEMATIC BLAZING 1 BACKUP ON PREVENTER
- 23 SCHEMATIC BLAZING 2 BACKUP ON PREVENTER
- 24 SEIZE VULT PERSONNEL ACCESS
- 25 SEIZE VULT EQUIPMENT ACCESS
- 26 SEIZE GAS METERS WITH LANDSCAPE WALL SCREENING
- 27 FIRE TRASH CHUTE
- 28 UNITS ENTERED POSTAL SERVICE RESERVED
- 29 BRIDGE TO OFFICE BUILDING
- 30 ANNEXED TO BUS BAY
- 31 OVERWIND AVENUE
- 32 TRAIL TON DRINK, SEE PLUMBING DRAWINGS
- 33 TRAIL TON DRINK, SEE PLUMBING DRAWINGS
- 34 TRAIL TON DRINK, SEE PLUMBING DRAWINGS
- 35 DETENTION VAULT PERSONNEL ACCESS - MINOR

**ZEPHYR**  
HIGHWAY 101 & DAHLIA  
SOLANA BEACH, CA 92075

**Gensler**  
225 Broadway  
Suite 500  
San Diego, CA 92101  
United States

Tel: 619.557.2500  
Fax: 619.557.2500

**PROPOSED LANDSCAPE AREA**

**PROPOSED LANDSCAPE BUFFER**

Date	Description
11/15/2018	ADDITIONAL P.C.
12/05/2018	SUBMITTAL AND BUILDING PERMIT
02/14/2019	SUBMITTAL AND P.C.
03/06/2019	ADDITIONAL P.C. BALANCE OF WORK
04/03/2019	BALANCE OF WORK PERMIT - SUBMITTAL 4
05/03/2019	CONSTRUCTION CHANGE 1



Project Name: SOLANA 101

Project Number: 55.7765.000

Description: OVERALL SITE PLAN

Scale: 3/32" = 1'-0"

**A01.100**

## EXHIBIT G

### ASSESSMENT RATES

The following Assessment Rates shall apply to the Project so long as this Declaration only applies to the property below.

<b>Building/Address</b>	<b>Assessment Rate</b>
	%
	%
	%

**\*\*[Since this is a single parcel at this time, we can separate out assessment rates by Building address and square footage or split rates evenly. Since you are the only current owner, it doesn't matter too much but this could be helpful in the event you further subdivide and sell off Buildings in the future.]\*\***

**Gensler**  
 225 Broadway  
 San Diego, CA 92101  
 United States  
 Tel: 619.557.2500  
 Fax: 619.557.2500



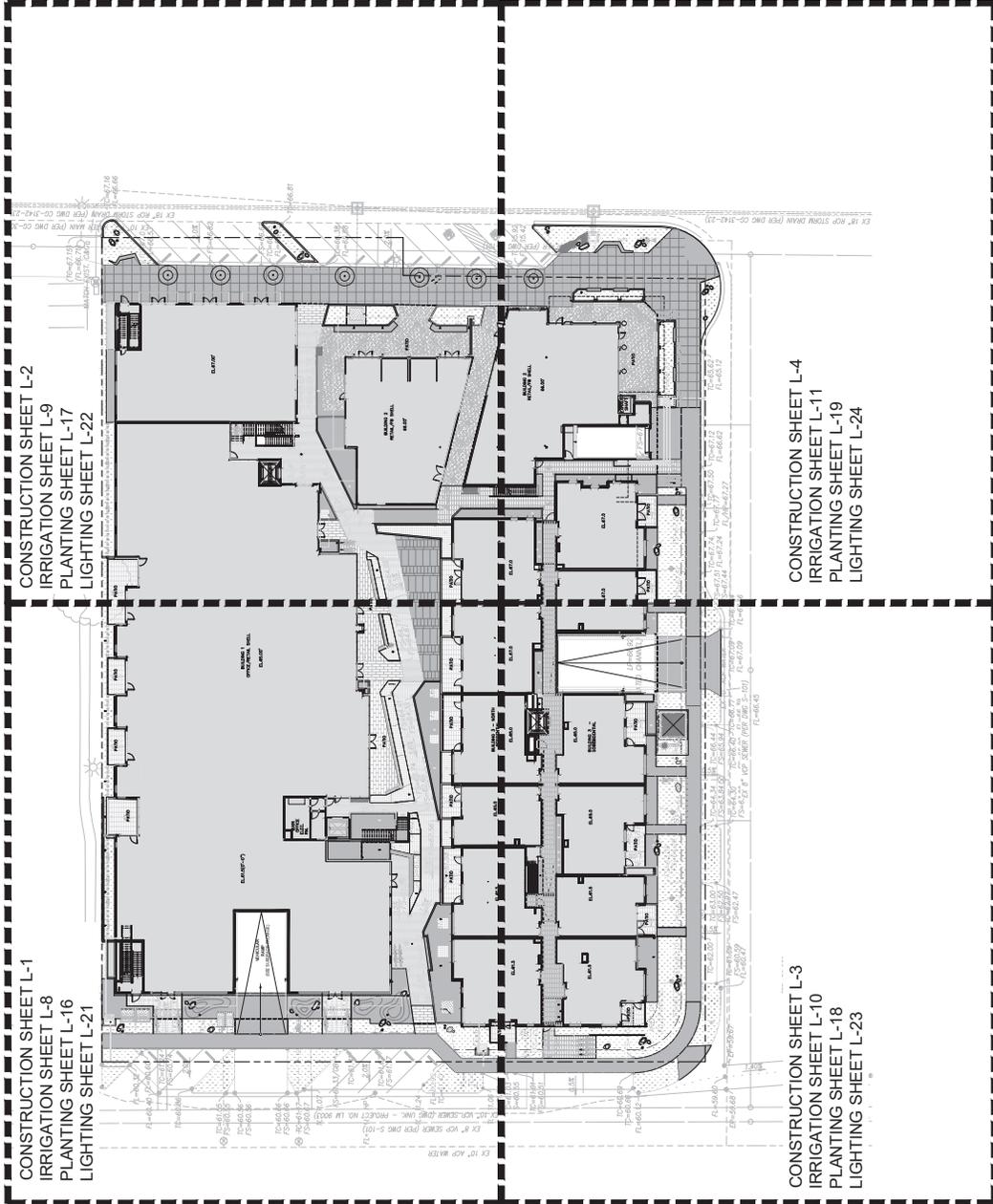
Carson Douglas Landscape Architecture  
 San Diego, CA 92102  
 619.444.3300  
 619.444.3300

Date	Description
2019.02.01	100% SCHEMATIC PACKAGE
2019.02.01	SUBMITTAL 1B PERMIT
2019.02.01	SUBMITTAL 1C PERMIT
2019.08.23	04P ISSUE
2019.08.23	04P ISSUE
2019.08.29	BALANCE OF WORK PERMIT - SUBMITTAL 2
2019.12.20	SUBMITTAL 2 PERMIT
2020.12.17	PLANNING & FIRE CHECK
2020.12.17	SUBMITTAL 2 WORK PERMIT
2020.12.17	BALANCE OF WORK PERMIT - SUBMITTAL 3
2020.12.17	BALANCE OF WORK PERMIT - SUBMITTAL 3



Project Name: Schema 101  
 Project Number: 1P-036  
 Landscaper: Gensler  
 Landscape Sheet Index  
 Scale: N.T.S.

L-0



KEYMAP FOR SHEET LAYOUT REFERENCE ONLY

Unauthorized Circulation Prohibited  
 1-800-227-2600  
 227-2600

**EXHIBIT B**  
 of Resolution 2021-101

































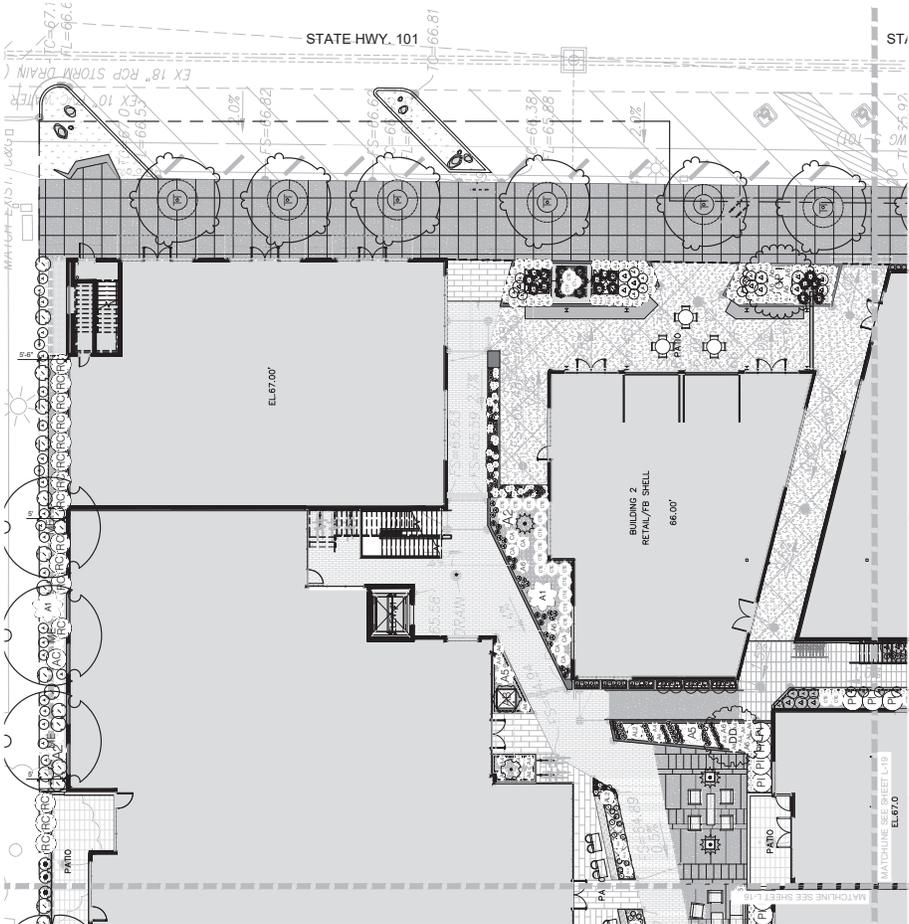


Date	Description
2019.02.01	100% Schematic Package
2019.02.01	Submittal 1: EIR PERMIT
2019.02.01	Submittal 2: EIR PERMIT
2019.08.23	2019.08.23 CAP ISSUE
2019.08.29	BALANCE OF WORK PERMIT - SUBMITTAL 2
2019.12.20	SUBMITTAL 3 - BALANCE OF WORK PERMIT
2020.12.12	PLANNING & FIRE CHECK
2020.12.28	2020.12.28 SUBMITTAL 2 - BALANCE OF WORK PERMIT
2020.12.31	2020.12.31 SUBMITTAL 3 - BALANCE OF WORK PERMIT
2020.12.17	BALANCE OF WORK PERMIT - SUBMITTAL 3



Project Name	Schema 101
Project Number	1P-036
Project Address	
Project Date	
Project Title	LANDSCAPE PLANTING PLAN
Project Scale	1"=60'
Project Sheet	L-17

Underground Services Alert  
 Call: TOLL FREE 1-800-277-2600  
 277-2600  
 1-800-277-2600



PLANT CODE	VE	Yrks	Height	Spreads	Size	Quantity
24	18TH	LOW	24	18TH	LOW	15
24	18TH	LOW	24	18TH	LOW	15
24	18TH	LOW	24	18TH	LOW	15

- A. COMPLETE AGRONOMIC SOIL TESTS TO BE PERFORMED PRIOR TO APPLYING THE PLANNED LANDSCAPE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE COMPLETE AGRONOMIC SOIL TESTS FROM THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AGRONOMIC SOIL TESTS FROM THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL OBTAIN AGRONOMIC SOIL TESTS FROM THE LANDSCAPE CONTRACTOR.
- B. THE SOIL TESTS SHALL INCLUDE, AT A MINIMUM, AGRONOMIC COMPOSTURE OF INCORPORATE 2 OF TOP 6 INCHES OF SOIL TO BE INSTALLED TO ALL AREAS WHERE EXPOSED SOIL IS PRESENT.
- C. THE SOIL TESTS SHALL BE INSTALLED TO ALL AREAS WHERE EXPOSED SOIL IS PRESENT.
- D. THE SOIL TESTS SHALL BE INSTALLED TO ALL AREAS WHERE EXPOSED SOIL IS PRESENT.

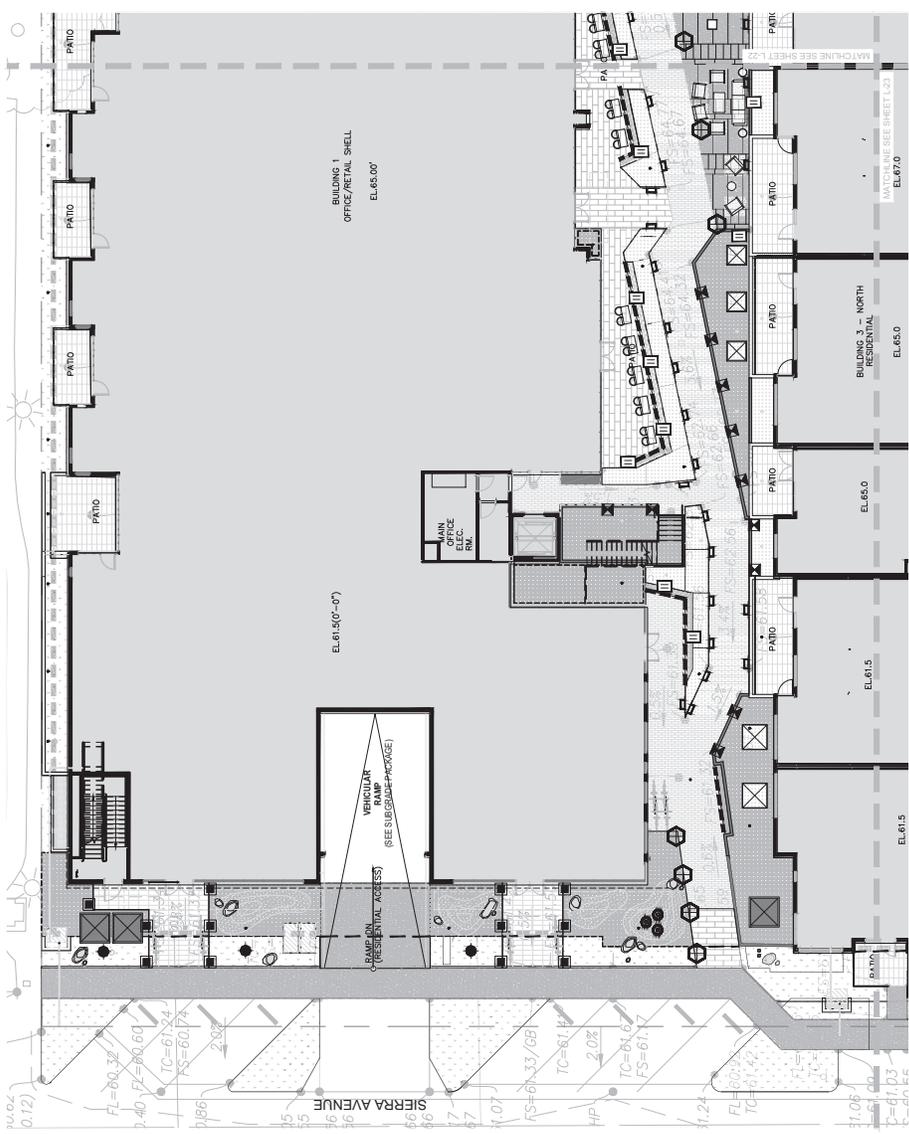
**PLANT SCHEDULE**

SYMBOL	CODE	SCIENTIFIC NAME	COMMON NAME	CONTAINER	SIZE	QUANTITY
AB	AB	Azalea	Tree Azalea	24" BOX	LOW	7
AM	AM	Ardisia cuneata	Shrubby Tree Ardisia	36" BOX	LOW	1
AN	AN	Ardisia cuneata	Ardisia cuneata	48" BOX	LOW	5
AP	AP	Ardisia cuneata	Ardisia cuneata	36" BOX	LOW	8
AR	AR	Ardisia cuneata	Ardisia cuneata	36" BOX	MEDIUM	8
AS	AS	Ardisia cuneata	Ardisia cuneata	36" BOX	LOW	6
AT	AT	Ardisia cuneata	Ardisia cuneata	36" BOX	MEDIUM	6
AV	AV	Ardisia cuneata	Ardisia cuneata	48" BOX	LOW	7
AW	AW	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	14
AX	AX	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	6
AY	AY	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	9
AZ	AZ	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	19
BA	BA	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	18
BB	BB	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	15
BC	BC	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	8
BD	BD	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	10
BE	BE	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	49
BF	BF	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	12
BG	BG	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	14
BH	BH	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	13
BI	BI	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	111
BJ	BJ	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	179
BK	BK	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	31
BL	BL	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	115
BM	BM	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	53
BN	BN	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	204
BO	BO	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	36
BP	BP	Ardisia cuneata	Ardisia cuneata	36" box	LOW	21
BQ	BQ	Ardisia cuneata	Ardisia cuneata	36" box	LOW	1
BR	BR	Ardisia cuneata	Ardisia cuneata	1 gal	MEDIUM	3
BS	BS	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	30
BT	BT	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	139
BU	BU	Ardisia cuneata	Ardisia cuneata	5 gal	MEDIUM	21
BV	BV	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	9
BW	BW	Ardisia cuneata	Ardisia cuneata	15 gal	LOW	9
BX	BX	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	62
BY	BY	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	28
BZ	BZ	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	17
CA	CA	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	108
CB	CB	Ardisia cuneata	Ardisia cuneata	1 gal	MEDIUM	33
CC	CC	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	58
CD	CD	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	4
CE	CE	Ardisia cuneata	Ardisia cuneata	15 gal	MEDIUM	18
CF	CF	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	54
CG	CG	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	26
CH	CH	Ardisia cuneata	Ardisia cuneata	5 gal	LOW	65
CI	CI	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	28
CJ	CJ	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	30
CK	CK	Ardisia cuneata	Ardisia cuneata	1 gal	LOW	138
CL	CL	Ardisia cuneata	Ardisia cuneata	24" BPT	LOW	9









Underground Service Alert  
 CALL TOLL FREE  
 1-800-227-2600



Underground Service Alert  
 Call Toll Free  
 1-800-227-2600  
 This symbol is used to indicate the location of underground utilities. It is not to be used for any other purpose.

**LIGHTING LEGEND**

- (L1) BOLLARD LIGHT - BEGA LIGHTING, MODEL # 602 BLACK FINISH
- (L2) PATH LIGHT LUMIERE 303 B1 LED 120V T2 BRONZE FINISH
- (L3) PATH LIGHT LUMIERE 303 B1 LED 120V T4 BRONZE FINISH
- (L4) WALL / PLANTER FLUSH MOUNT - SPJ INSL-12 MATTE BRONZE 120V
- (L5) ALLOY LED TAPE LIGHT
- (L6) PEDESTAL AREA TREE LIGHT HELIX LITE HL-3682B BRONZE 8 LED E MF L41 WITH TREE MOUNT SM-22X-2B B2
- DECORATIVE TREE PENDANT AUORALIGHT HDL-11-HL 12V
- SUGGESTED CONVENIENCE POWER LOCATION

**NOTE:**

1. EXTERIOR LIGHT POLLUTION MUST COMPLY WITH CGC SEC. 5.108.8.
2. CONCEPTUAL PLAN ONLY - PHOTOMETRIC STUDY SHALL BE PERFORMED BY ARCHITECT, CONTACT FAZ LIGHTING FOR SPEC BOOK, TRANSFORMER AND CONTROLLER INFORMATION.
3. ALL FIXTURES SHALL BE PROVIDED AT COLOR TEMPERATURE 2700. WIRING DESIGN & TRANSFORMER SPECIFICATIONS BY OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING THE CORRECT TRANSFORMER FOR THE LIGHTING FIXTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE MECHANICAL ROOM(S) IN COORDINATION WITH THE DESIGN TEAM. LOW VOLTAGE FIXTURES SHALL INCLUDE TRANSFORMERS IN STAINLESS STEEL ENCLOSURE(S). WIRING RUNS & TRANSFORMERS SHALL BE INSTALLED IN ACCORDANCE W/ MANUFACTURER RECOMMENDATIONS. LINE VOLTAGE FIXTURES SHALL BE COORDINATED WITH MEP CONSULTANT.
4. ALL LIGHTING SHALL BE DOWN-SHIELDED TO THE MAXIMUM EXTENT FEASIBLE. OF LOW-INTENSITY, AND OBSURED SO THAT NO DIRECT VIEW OF THE LIGHTING SOURCE IS POSSIBLE FROM ADJACENT PROPERTIES, RESIDENTIAL WINDOWS OR PUBLIC RIGHTS-OF-WAY.
5. ALL LIGHTS TO BE DIRECTED AT THE INTENDED SUBJECT OF ILLUMINATION SUCH AS SPECIMEN PLANT MATERIAL OR TREES, PATHWAYS OR LANDSCAPE FEATURE. NO UNSHIELDED UP LIGHTING SHALL BE PROVIDED.
6. REFER TO ARCHITECT'S PLANS FOR EXTERIOR ARCHITECTURAL LIGHTING.

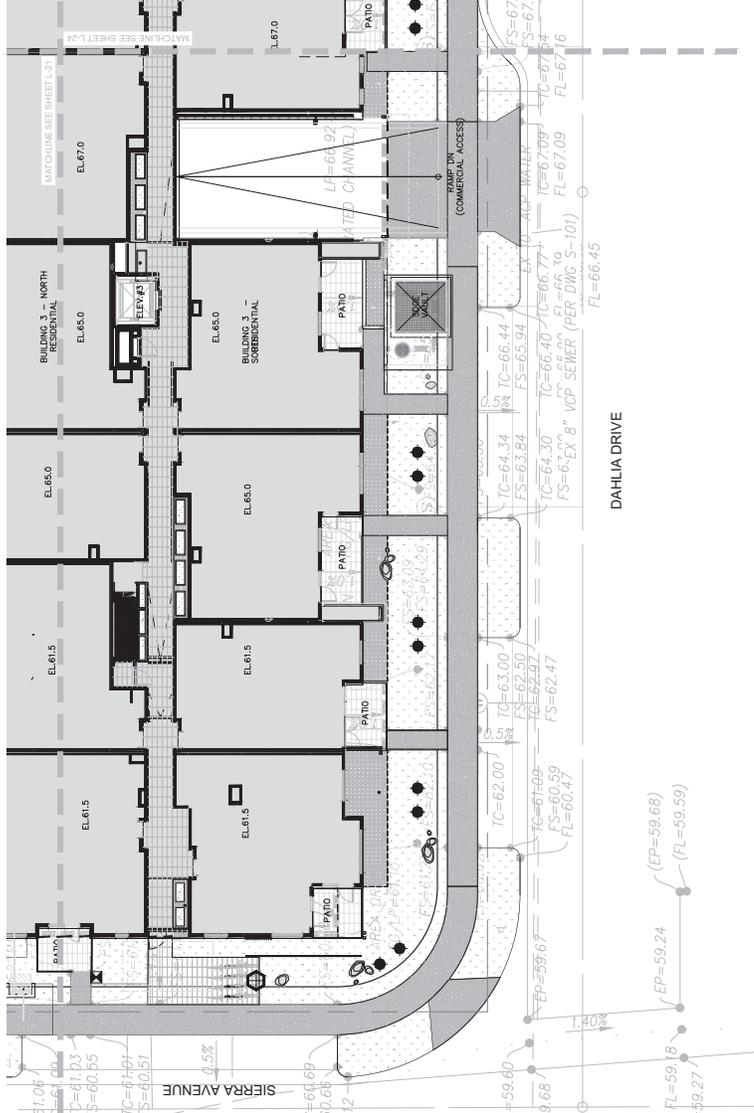


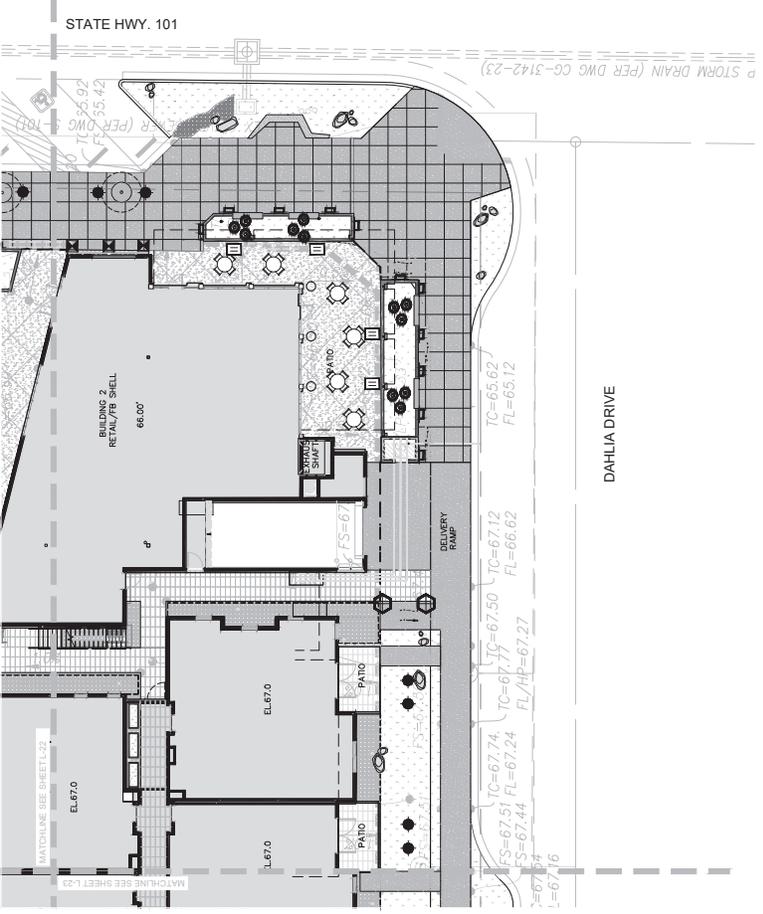
**LIGHTING LEGEND.**

- (L4) BOLLARD LIGHT - BEGA LIGHTING, MODEL # 64-602 BLACK FINISH
- (L5A) PATH LIGHT LUMIERE 303 B1 LED 120V T2 BRONZE FINISH
- (L5B) PATH LIGHT LUMIERE 303 B1 LED 120V T4 BRONZE FINISH
- (L6) WALL / PLANTER FLUSH MOUNT - SPJ MSL2-12 MATTE BRONZE 120V
- (L7) ALLOY LED TAPE LIGHT
- (L8) PEDESTRIAN AREA TREE LIGHT HEVILITE HL38628 BRONZE 0 LED E.M.F. L41 WITH TREE MOUNT SM-2-2X-28 B2
- DECORATIVE TREE PENDANT AURORA LIGHT HDL-11-HL 12V
- SUGGESTED CONVENIENCE POWER LOCATION

**NOTE:**

1. EXTERIOR LIGHT POLLUTION MUST COMPLY WITH CGC SEC. 5.106.8.
2. CONCEPTUAL PLAN ONLY - PHOTOMETRIC STUDY SHALL BE PERFORMED BY ARCHITECT. CONTACT TAZZ LIGHTING FOR SPEC BOOK, TRANSFORMER AND CONTROLLER INFORMATION.
3. ALL FIXTURES SHALL BE PROVIDED AT COLOR TEMPERATURE 2700. WIRING DESIGN & TRANSFORMER SPECIFICATIONS BY OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING THE CORRECT TRANSFORMER FOR THE LIGHTING DEMAND AND CONCEALING TRANSFORMERS WITHIN THE LANDSCAPE OR IN A CONCEALED ENCLOSURE. TRANSFORMERS SHALL BE INSTALLED IN CONCEALED ENCLOSURES. WIRING RUNS & TRANSFORMERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. LINE VOLTAGE FIXTURES SHALL BE COORDINATED WITH MEP CONSULTANT.
4. ALL LIGHTING SHALL BE DOWN-SHIELDED TO THE MAXIMUM EXTENT FEASIBLE. OF LOW INTENSITY, AND OBSOURED SO THAT NO DIRECT VIEW OF THE LIGHTING SOURCE IS POSSIBLE FROM ADJACENT PROPERTIES, RESIDENTIAL WINDOWS OR PUBLIC RIGHTS-OF-WAY.
5. ALL LIGHTS TO BE DIRECTED AT THE INTENDED SUBJECT OF ILLUMINATION SUCH AS SPECIMEN PLANT MATERIAL OR TREES, PATHWAYS OR LANDSCAPE FEATURE. NO UNSHIELDED UP LIGHTING SHALL BE PROVIDED.
6. REFER TO ARCHITECTS PLANS FOR EXTERIOR ARCHITECTURAL LIGHTING.





**LIGHTING LEGEND**

- (L4) BOLLARD LIGHT - BEGA LIGHTING, MODEL # 84 602 BLACK FINISH
- (L5A) PATH LIGHT LUMIERE 303 B1 LED 120V T2 BRONZE FINISH
- (L5B) PATH LIGHT LUMIERE 303 B1 LED 120V T4 BRONZE FINISH
- (L6) WALL / PLANTER FLUSH MOUNT - SP1 MSL2-12 MATTE BRONZE 120V
- (L7) ALLOY LED TAPE LIGHT
- (L8) PEDESTRIAN AREA TREE LIGHT HEVI LITE HL3682B BRONZE 8 LED E MF L41 WITH TREE MOUNT SM22X28B Z2
- DECORATIVE TREE PENDANT AURORA LIGHT HDL-11-HL-12V
- SUGGESTED CONVENIENCE POWER LOCATION

**NOTE**

1. EXTERIOR LIGHT POLLUTION MUST COMPLY WITH CGC SEC. 5-106.8.
2. CONCEPTUAL PLAN ONLY - PHOTOMETRIC STUDY SHALL BE PERFORMED BY ARCHITECT. CONTACT TAZZ LIGHTING FOR SPEC BOOK, TRANSFORMER AND CONTROLLER INFORMATION.
3. ALL FIXTURES SHALL BE PROVIDED AT COLORS TEMPERATURE 2700. WIRING DESIGN & TRANSFORMER SPECIFICATIONS BY OTHERS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING THE CORRECT TRANSFORMER FOR THE LIGHTING DEMAND AND CONCEALING TRANSFORMERS WITHIN THE LANDSCAPE OR IN A MECHANICAL ROOM(S) IN COORDINATION WITH THE DESIGN TEAM. LOW VOLTAGE TRANSFORMERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. LINE VOLTAGE FIXTURES SHALL BE COORDINATED WITH MEP CONSULTANT.
4. ALL LIGHTS SHALL BE DOWN SHIELDED TO THE MAXIMUM EXTENT FEASIBLE, OF LOW INTENSITY, AND OBSURED SO THAT NO DIRECT VIEW OF THE LIGHTING SOURCE IS POSSIBLE FROM ADJACENT PROPERTIES, RESIDENTIAL WINDOWS OR PUBLIC RIGHTS-OF-WAY.
5. ALL LIGHTS TO BE DIRECTED AT THE INTENDED SUBJECT OF ILLUMINATION SUCH AS SPECIMEN PLANT MATERIAL OR TREES. PATHWAYS OR LANDSCAPE FEATURE. NO UNSHIELDED UP LIGHTING SHALL BE PROVIDED.
6. REFER TO ARCHITECT'S PLANS FOR EXTERIOR ARCHITECTURAL LIGHTING.

Underground Service Alert  
 CALL TOLL FREE  
 1-800  
 227-2600



**Revisions**

2019.02.01	10% SCHEMATIC PACKAGE
2019.02.28	REVISIONS TO PERMIT
2019.02.28	SUBMITTAL #1 PERMIT
2019.08.23	OMP ISSUE
2019.08.23	BALANCE OF WORK PERMIT - CIVIL
2019.12.20	SUBMITTAL #2 PERMIT
2020.02.12	PLANNING & FIRE CHECK
2020.02.25	FINAL WORK PERMIT - SUBMITTAL 2
2020.03.30	FINAL WORK PERMIT - BALANCE OF WORK
2020.03.17	BALANCE OF WORK - SUBMITTAL 3



# SOLANA BEACH 101 (17-14-08)

## OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE HEREBY DEDICATE TO THE PUBLIC PORTIONS OF HIGHWAY 101, SIERRA AVENUE AND DAHLIA DRIVE FOR USE AS STREETS ALL AS SHOWN ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF SOLANA BEACH THE DRAINAGE DETENTION EASEMENT AS SHOWN ON SAID MAP.

ZEPHYR SOLANA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SUCCESSOR BY CONVERSION TO ZEPHYR SOLANA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## BENEFICIARY STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE, FOR THE BENEFIT OF BAK OZK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED APRIL 13, 2021 AS DOCUMENT NO. 2021-0287280 OF OFFICIAL RECORDS.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## SIGNATURE OMISSIONS

THE SIGNATURE OF SANTA FE IRRIGATION DISTRICT, OWNER OF AN EASEMENT AS DISCLOSED BY DEED RECORDED 10/24/1925 IN BOOK 1115, PAGE 402 OF DEEDS OF SAN DIEGO COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF THE COUNTY OF SAN DIEGO, OWNER OF AN EASEMENT AS DISCLOSED BY DEED RECORDED 07/27/67 AS INSTRUMENT NO. 110743 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY. SAID EASEMENT WAS ORIGINALLY GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED 04/08/1937 IN BOOK 638, PAGE 178 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

THE SIGNATURE OF SAN DIEGO GAS & ELECTRIC COMPANY, OWNER OF AN EASEMENT AS DISCLOSED BY DEED RECORDED 06/29/1992 AS INSTRUMENT NO. 92-403645 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

## EASEMENT VACATION

A PORTION OF THE OFFER OF DEDICATION FOR PUBLIC RIGHT OF WAY RECORDED 05/14/1986 AS INSTRUMENT NO. 86-190960 OF OFFICIAL RECORDS, AND ACCEPTED BY CITY COUNCIL OF THE CITY OF SOLANA BEACH \_\_\_\_\_, IS NOT SHOWN WITHIN THIS MAP BECAUSE IT HAS BEEN VACATED PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

BEING A SUBDIVISION OF A PORTION OF BLOCK 24 OF SOLANA BEACH, IN THE CITY OF SOLANA BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1749, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON MARCH 05, 1923, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT. THE CITY COUNCIL OF THE CITY OF SOLANA BEACH RESOLUTION NO. 2018-098 DATED JULY 10, 2018 ALLOWS FOR A MAXIMUM OF 26 COMMERCIAL UNITS AND ONE UNDIVIDED MULTIFAMILY RESIDENTIAL UNIT WITHIN LOT 1.

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. NCS-1066742-SD

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
 COUNTY OF \_\_\_\_\_ } SS  
 ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

PRINT NAME: \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
 COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_  
 COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
 COUNTY OF \_\_\_\_\_ } SS  
 ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
 A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

PRINT NAME: \_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
 COMMISSION EXPIRES: \_\_\_\_\_, 20\_\_\_\_  
 COMMISSION NUMBER OF NOTARY: \_\_\_\_\_

## CITY ATTORNEY CERTIFICATE

I, JOHANNA N. CANLAS, CITY ATTORNEY OF THE CITY OF SOLANA BEACH, HEREBY STATE THAT I HAVE EXAMINED AND APPROVED THIS MAP AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
 JOHANNA N. CANLAS, CITY ATTORNEY

## CITY TREASURER'S CERTIFICATE

I, \_\_\_\_\_, CITY TREASURER OF THE CITY OF SOLANA BEACH, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS FOR THE CITY OF SOLANA BEACH, AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF AS SHOWN ON THIS MAP AND DESCRIBED IN THE CAPTION THEREOF.

\_\_\_\_\_, CITY TREASURER,  
 CITY OF SOLANA BEACH

DATE: \_\_\_\_\_

## TAX DEPOSIT CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE) REGARDING (A) DEPOSITS FOR TAXES, AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER  
 CLERK OF THE BOARD OF SUPERVISORS

DATE: \_\_\_\_\_

## CITY CLERK'S CERTIFICATE

I, ANGELA IVEY, CITY CLERK OF THE CITY OF SOLANA BEACH ATTEST THAT THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, A PORTION OF HIGHWAY 101, A PORTION OF SIERRA AVENUE AND A PORTION OF DAHLIA DRIVE, ALL AS DEDICATED ON SAID MAP; AND HAS ACCEPTED ON BEHALF OF THE CITY THE DRAINAGE DETENTION EASEMENT AS DEDICATED ON SAID MAP; I FURTHER CERTIFY THAT THE OFFER OF DEDICATION FOR PUBLIC RIGHT OF WAY RECORDED 05/14/1986 AS INSTRUMENT NO. 86-190960 OF OFFICIAL RECORDS AS BEING VACATED PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT IS HEREBY VACATED BY RECORDATION OF THIS MAP AT THE CITY COUNCIL MEETING ON \_\_\_\_\_.

ANGELA IVEY, CITY CLERK, CITY OF SOLANA BEACH, CA.

## SURVEYOR'S STATEMENT

I, GARY L. HUS, A PROFESSIONAL LAND SURVEYOR, STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN NOVEMBER 2018 AND SAID SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET OR FOUND AS NOTED AT THE SUBDIVISION BOUNDARY CORNERS, AND I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT THE POSITION INDICATED BY LEGEND IN THIS MAP WITHIN 90 DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. (SEE LEGEND ON SHEET 2). THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

\_\_\_\_\_  
 GARY L. HUS, L.S. 7019

DATE: \_\_\_\_\_



## CITY ENGINEER'S CERTIFICATE

I, MOHAMMAD SAMMAK, CITY ENGINEER, CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ORDINANCES OF THE CITY OF SOLANA BEACH HAVE BEEN COMPLIED WITH.

\_\_\_\_\_, CITY ENGINEER,  
 MOHAMMAD SAMMAK, RCE NO. 37146  
 LICENSE EXPIRES 06/30/2022

DATE: \_\_\_\_\_

I, ANDREW G. KARYDES, LAND SURVEYOR, HAVE EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

\_\_\_\_\_, LAND SURVEYOR,  
 ANDREW G. KARYDES, L.S. 7442  
 LICENSE EXPIRES 06/30/2022

DATE: \_\_\_\_\_

## COUNTY RECORDER'S CERTIFICATE

FILE NO. \_\_\_\_\_

I, ERNEST J. DRONENBURG JR., COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF GARY L. HUS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ M.

\_\_\_\_\_, COUNTY RECORDER  
 ERNEST J. DRONENBURG JR.  
 COUNTY RECORDER  
 BY: \_\_\_\_\_  
 DEPUTY COUNTY RECORDER

FEE: \$ \_\_\_\_\_

**EXHIBIT C**  
 of Resolution 2021-101





## RESOLUTION 2021-101

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE SOLANA 101 FINAL SUBDIVISION MAP, CONDITIONS COVENANTS AND RESTRICTIONS, AND LANDSCAPE PLAN

**WHEREAS**, at the July 10, 2018 City Council Meeting, the City Council conditionally approved a tentative map for condominium ownership of a maximum of 26 commercial units and one undivided multifamily residential unit for 25 rental apartments located at the northwest corner of Highway 101 and Dahlia Drive (Solana 101 Project); and

**WHEREAS**, the final subdivision map was prepared in conformance with the approved tentative map and Resolution 2018-098; and

**WHEREAS**, one of the conditions of Resolution 2018-098 required that the City Council shall review and approve the proposed Covenants, Conditions and Restrictions (CC&Rs) for the development prior to the approval of the final map; and

**WHEREAS**, submittal of a final landscape plan for City Council review and approval was a condition of approval in Resolution 2018-099.

**NOW, THEREFORE**, the City Council of the City of Solana Beach does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the proposed CC&Rs attached hereto as Exhibit A meet conditions of Resolution 2018-098.
3. That the proposed CC&Rs for the Solana 101 Project for condominium ownership of a maximum of 26 commercial units and one undivided multifamily residential unit for 25 rental apartments located at the northwest corner of Highway 101 and Dahlia Drive are approved.
4. That the City Council approves the final landscape plan as attached hereto as Exhibit B.
5. That the City Council approves the Solana 101 Project final subdivision map as attached hereto as Exhibit C.
6. That the City Council authorizes the City Engineer, the City Attorney, the City Treasurer and the City Clerk to sign the final map.

7. That the City Council authorizes the recordation of the final map.

**PASSED AND ADOPTED** this 25th day of August, 2021, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –  
NOES: Councilmembers –  
ABSTAIN: Councilmembers –  
ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** City Manager's Department  
**SUBJECT:** **Council Update on City of Kindness Initiative and Discussion of Subcommittee Priorities**

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### **BACKGROUND:**

The "City of Kindness" initiative is a coalition of organizations working to inspire kindness in the world. Organizations involved in the coalition hope to affect meaningful change among schools, professionals, young people, elected officials and companies. City of Kindness is a project of the Social Impact Fund, a non-profit public charity that supports projects and campaigns that work to advance social good and make a positive difference in the world-at-large.

On July 10, 2019, at the urging of a local community group, the City Council (Council) officially authorized the City to join the City of Kindness coalition. The Council made the City of Kindness a Council Work Plan Priority Item in Fiscal Year (FY) 2019/20 and it remains a Priority Item in the FY 2021/22 Council Work Plan

On May 12, 2021, the Council established a Council Subcommittee (Mayor Heebner and Councilmember Zito) to work with Staff as they coordinate with the community group (Working Group) to prioritize tasks and manage implementation of Kindness initiatives for the coming fiscal year. The Working Group met on June 24, 2021 and discussed the priority items presented by the community group during the Work Plan discussion. At that meeting, it was decided that the Working Group would focus initially on two major projects, a potential Kindness mural on City Hall and new street pole banners. Along with these two projects would be the development of a logo that could be used for all future City of Kindness initiatives.

This item is before Council to discuss and provide direction on the two initial City of Kindness projects.

CITY COUNCIL ACTION:

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## **DISCUSSION:**

The Working Group identified two major projects to focus on initially while simultaneously working on developing a logo that would incorporate the City logo and City of Kindness logo for branding purposes. As mentioned previously, the two initial projects would be a City Hall mural and new street pole banners.

### **City Hall Mural**

The Working Group discussed many different potential locations for murals throughout the community. It was decided that focusing on the south facing side of City Hall would be the most visually impactful location for the first mural. The Working Group would like Council to discuss the potential for placing a mural on this location that would focus on kindness quotes, pictures, etc., and would like authorization to develop and release a Request for Proposals/Qualifications for artists to bring this idea to fruition. This process would also include the Public Arts Commission (PAC) for their input on the submittals. Ultimately, final approval of the preferred mural would come back to the full Council for consideration. It is also envisioned that the City would fund the entire cost of the mural.

### **Street Pole Banners**

The second priority project discussed by the Working Group is the design and production of new street pole banners. These would be separate banners than the current “Welcome to Solana Beach” City banners which are also planned to be redesigned for general City use. The City of Kindness banners would have messages of kindness and inspirational quotes and would be installed during the months of November and February to coincide with World Kindness Day (November 13<sup>th</sup>) and Random Acts of Kindness Day (February 17<sup>th</sup>). Included in these banners would be the new logo that is currently in the design phase. The Harbaugh Foundation has graciously offered to assist with the graphic design and has developed a few variations (Attachment 1) for consideration. The Working Group plans to continue working with their graphic designer on the logo, but if Council has input on the current options that would help guide and narrow down the options. The Harbaugh Foundation has also offered to fund these banners, but would like to be acknowledged on them in some fashion. Staff is looking for Council direction on whether they are interested in the sponsorship or would rather the City fund these banners as well. The estimated cost is \$7,000 for 30 banners and approximately \$3,500 per year for the cost of the banner change outs.

## **CEQA COMPLIANCE STATEMENT:**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines.

**FISCAL IMPACT:**

There would be a fiscal impact depending on the direction Council gives on these two priority projects. The City Hall mural project is estimated to cost \$10,000 and the street pole banner project is estimated to cost \$7,000 initially to produce the banners and an additional \$3,500 per year for the banner change outs. As discussed previously, the Council Subcommittee recommended the City fund the mural project. The Harbaugh Foundation has offered to fund the street pole banner project (initial cost to produce the banners) if their sponsorship is identified on the banners themselves. The City could also choose to fund the banners as well.

The funding could come out of the Public Arts Reserve fund. Currently, there is \$184,563 in the Public Arts Reserve Account.

**WORK PLAN:**

Organizational Effectiveness – City Initiatives – City of Kindness Coalition

**OPTIONS:**

- Consider and provide direction on the two City of Kindness Initiative priority projects identified by the Working Group.
- Do not approve the City of Kindness priority projects.
- Provide alternative direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council discuss and provide direction on the two initial City of Kindness priority projects.

**CITY MANAGER RECOMMENDATION:**

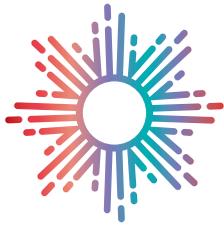
Approve Department Recommendation.



\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Draft Logo Designs



city of kindness®

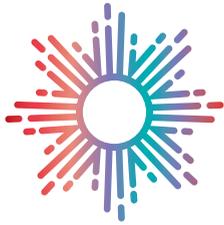
**Co-Branding Logos**



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city of kindness®

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city of kindness®

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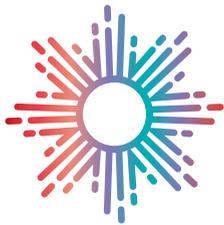




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# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** City Manager's Department  
**SUBJECT:** **City Website Redesign Update**

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### **BACKGROUND:**

On May 12, 2021, City Council (Council) authorized the City Manager to enter into an agreement with 360Civic (Consultant) for website redesign, hosting and maintenance services. Shortly thereafter, a City Staff team met with the Consultant to begin the website redesign process.

This item is before the City Council to provide an update on the redesign process and provide additional direction, as necessary.

### **DISCUSSION:**

Since May, the Consultant team has been holding almost weekly meetings with the City Staff team to develop the look of the new website design. Two designs were offered by the Consultant initially and, based on feedback from the City team, the designs went through several iterations to arrive at the version being presented to Council at this point. The goal is to have a website that reflects the Solana Beach community and is simple to navigate on a variety of platforms.

Once the homepage design is finalized, the remaining pages will be designed with the same theme. Currently, Staff is reviewing content from the existing website to determine which content needs to be transferred, modified or deleted. Each Department has assigned specific Staff members to be the lead(s) on their Department's web page content to help coordinate the process. The Consultant has a Content Manager who will work with each Department lead(s) to refine and develop the pages for the new website. Ultimately, after the new website is live, City Staff will be able to edit and add pages on an ongoing basis, as necessary.

CITY COUNCIL ACTION:

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Staff will provide another update to Council once the migration and implementation process begins. Staff will be presenting an overview of the website design process so that Council can see where we started and the progression to what is currently being considered. Staff is seeking Council feedback and input on the proposed homepage design and overall structure of the City's proposed website.

**CEQA COMPLIANCE STATEMENT:**

This discussion item is not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact for this Staff Report.

**WORK PLAN:**

Item C.2 of the FY 2021/2022 Work Plan: Communications & Technology/New City Website.

**OPTIONS:**

- Receive the update and provide additional direction, as necessary.
- Do not receive the update and provide direction to Staff.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council receive the update and provide feedback.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation



\_\_\_\_\_  
Gregory Wade, City Manager



# STAFF REPORT

## CITY OF SOLANA BEACH

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gregory Wade, City Manager  
**MEETING DATE:** August 25, 2021  
**ORIGINATING DEPT:** City Manager's Department  
**SUBJECT:** **Adopt (2<sup>nd</sup> Reading) Ordinance No. 517 – Amending Chapter 6.20 of the Solana Beach Municipal Code to Comply with State Mandated Organic Waste Disposal Requirements**

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### **BACKGROUND:**

On July 14, 2001, the City Council introduced Ordinance 517. The ordinance is now before Council for the second reading and adoption to amend Chapter 6.20 of the Solana Beach Municipal Code to comply with state mandated organic waste disposal requirements.

### **DISCUSSION:**

As noted in the previous Staff Report, Senate Bill (SB) 1383 requires jurisdictions to adopt a mandatory organic waste recycling ordinance that ensures compliance with the following SB 1383 requirements:

- Provide organic waste recycling services to all residents and businesses;
- Inspect and enforce compliance with SB 1383 by adopting an enforcement ordinance (Attachment 1);
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and
- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements.

CITY COUNCIL ACTION:

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On January 1, 2022, CalRecycle's regulations will become enforceable.

**CEQA COMPLIANCE STATEMENT:**

The proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that Ordinance No. 517, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by the City for the protection of the environment.

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this item. However, implementation and enforcement of Ordinance 517, if adopted, would be the responsibility of City Staff.

**WORK PLAN:**

This item is included in the Environmental Sustainability section of the FY 2021/2022 Work Plan.

**OPTIONS:**

- Adopt Ordinance 517 amending Chapter 6.20 to the Solana Beach Municipal Code to address State organics recycling mandates.
- Do not adopt Ordinance 517 and provide direction.

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Ordinance 517 amending Chapter 6.20 of the Solana Beach Municipal Code to address state organics recycling mandates.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation

  
\_\_\_\_\_  
Gregory Wade, City Manager

Attachments:

1. Ordinance 517

## ORDINANCE 517

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AMENDING CHAPTER 6.20 OF THE SOLANA BEACH MUNICIPAL CODE TO COMPLY WITH STATE MANDATED ORGANIC WASTE DISPOSAL REQUIREMENTS**

**WHEREAS**, the City of Solana Beach City Council adopted Ordinance 177 (1993), Ordinance 345 (2006), and Ordinance 414 (2010) establishing solid waste collection and disposal requirements; and

**WHEREAS**, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

**WHEREAS**, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert organic waste from businesses subject to the law, and requires the City to implement a mandatory commercial organics recycling program; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

**WHEREAS**, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

**WHEREAS**, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

**NOW THEREFORE**, the City Council of the City of Solana Beach does ordain as follows:

Section 1. Chapter 6.20 of the Solana Beach Municipal Code is hereby amended.

**Chapter 6.20**  
**SOLID WASTE COLLECTION AND DISPOSAL**  
**AND**  
**MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE <sup>1</sup>**

Sections:

- 6.20.010 Purpose and intent.
- 6.20.020 Definitions.
- 6.20.030 Franchise for solid waste collection – Establishment of charges.
- 6.20.040 Power of city council to issue franchises for disposal and collection.
- 6.20.050 Unlawful collection.
- 6.20.055 Scavenging prohibited.
- 6.20.060 Collection in emergencies.
- 6.20.070 Hours of collection.
- 6.20.080 Spillage.
- 6.20.090 Containers.
- 6.20.095 Identification of containers.
- 6.20.100 Placement of containers for collection.
- 6.20.110 Time and date of placement of containers.
- 6.20.115 Placement of containers for recyclable material.
- 6.20.120 Solid waste removal.
- 6.20.130 Solid waste disposal.
- 6.20.135 Mandatory separation of recyclables, collection and disposal of solid waste and recyclables.
- 6.20.140 Special provisions regarding method of disposal.
- 6.20.150 Burning, burial or dumping.
- 6.20.160 Transfer of refuse.
- 6.20.170 Duration of storage.
- 6.20.180 Other storage prohibited – Private property.
- 6.20.190 Use of vehicles.
- 6.20.200 No parking of loaded trucks at night.
- 6.20.210 Equipment required.
- 6.20.220 Truck inspection.
- 6.20.230 Specifications and restrictions on collection vehicles.
- 6.20.240 Franchisee's employees.
- 6.20.250 Bond.
- 6.20.260 Franchise classification.

- 6.20.265 Minimum requirements.
- 6.20.270 Franchise issuance.
- 6.20.280 Charges for service.
- 6.20.290 Mandatory collection and payment of charges.
- 6.20.295 Pollution management fee.
- 6.20.300 Payment under protest.
- 6.20.310 General rules and regulations.
- 6.20.320 Inquiries and complaints.
- 6.20.330 Inspection of revenue records.
- 6.20.340 Appropriation of funds.
- 6.20.350 Severability.

**6.20.010 Purpose and intent.**

The city council hereby finds and declares:

- (a) The storage, accumulation, collection and disposal of garbage, trash, litter, rubbish, debris and other discarded matter, goods and materials is a matter of great public concern, in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding and rat infestation and other conditions affecting the health, welfare and safety of the residents of this and surrounding cities. The city council further finds that the periodic collection of garbage, rubbish and other refuse and recyclable material from all residences and places of business in the city benefits all occupants of residences within the city and, therefore, the occupants as hereinafter defined are made liable for the payment of fees for the mandatory service as may be from time to time approved by city council resolution. The city council further declares that the regulations provided in this chapter are designated to eliminate such problems. The city council is authorized to adopt this chapter pursuant to California Constitution Article XI, § 7 and Division 30 of California Public Resources Code (Waste Management) including, without limitation, Sections 40057, 40058, 40059, 49300 and 49500 et seq. (Ord. 333 § 2, 2005; Ord. 177 § 1, 1993)
- (b) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (c) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and

replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

- (d) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to to implement a Mandatory Commercial Organics Recycling program.
- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (f) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- (g) Requirements in this ordinance are consistent with other adopted goals and policies of the City.

#### **6.20.020 Definitions.**

Whenever the following defined words and phrases are used in this chapter, they shall have the definition or meaning established by this section, unless it is clearly apparent from the context in which the word or phrase appears that a different definition or meaning is intended.

1. "Animal waste" means manure, fertilizer, or any form of solid excrement produced by any and all forms of domestic or commercial livestock.

2. "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
3. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).
4. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
5. "Cardboard" means post-consumer waste paper grade corrugated cardboard (#11), kraft (brown) paper bags or solid fiber boxes.
6. "City" means the city of Solana Beach.
7. "City agent" means any employee or agent of the city designated by the city manager or city council as being responsible for administering, directing, supervising, collecting and providing for the disposal of garbage, rubbish and other refuse.
8. "City manager" means the city manager of the city of Solana Beach.
9. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
10. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
11. "Commercial recyclables" means recyclables from the two commercial subcategories of office buildings (of more than 20,000 square feet), which are office paper, corrugated cardboard, newspaper, and aluminum; and the hospitality industry (restaurants and taverns), which are corrugated cardboard, plastic beverage bottles, glass jars and bottles, white goods (large enameled appliances), aluminum, and tin and bi-metal cans.
12. "Commercial solid waste" means solid waste originating from stores, offices and other commercial sources, but does not include construction and demolition waste.

13. "Compliance Review" means a review of records by the City to determine compliance with this ordinance.
14. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
15. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
16. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
17. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
18. "Construction waste" means the demolition, dredging, grubbing and rubble material resulting from construction, remodeling, repair, and demolition activities on housing, commercial or governmental buildings and any other structure and pavement.
19. "C&D" means construction and demolition debris.
20. "Council" means the city council of the city of Solana Beach.
21. "Curbside collection" means the collection of recyclables or refuse from the curb or alleyway.
22. "Designated recyclable materials" means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically within each category as listed within this chapter.
23. "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
  - a. The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR

Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

- i. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
  - b. The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
    - i. If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).
24. “Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
25. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
26. “Franchisee” means any refuse collector or recycling agent authorized by the city council of the city of Solana Beach, pursuant to the procedures established by this chapter.

27. "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
28. "Enforcement Official" means the city manager or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing this ordinance.
29. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
30. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
31. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
32. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
33. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
  - a. A food bank as defined in Section 113783 of the Health and Safety Code;
  - b. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

- c. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

34. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
35. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
36. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
37. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
38. "Food Waste" means Food Scraps and Food-Soiled Paper.
39. "Garbage" includes, but is not restricted to, every accumulation of animal, vegetable or other mineral:
- a. Resulting from the preparation and consumption of edible foodstuffs;
  - b. Resulting from decay, dealing in storage of meats, fish, fowl, fruits or vegetables including the cans, containers or wrappers wasted along with such materials;
  - c. Such industrial, domestic and organic solid wastes or residue of animals sold for meat;

- d. Fruit, vegetable and animal matter from kitchens, dining rooms, markets, food establishments or any other place using, dealing in or handling meats, fish, fowl, fruits, vegetables or grains;
  - e. Offal, animal excreta or the carcasses of animals, fish or fowl; or
  - f. Nonrecyclable glass, paper or metal products.
40. “Glass bottles and jars” means food and beverage glass containers including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.
41. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
42. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
43. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
44. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
45. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
46. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
47. “Industrial recyclables” means recyclables from industry/construction waste streams to include dirt, asphalt, sand, land clearing brush, concrete and rock.

48. "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, and/or solid wastes placed in commercial collection bins.
49. "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
50. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
51. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
52. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
53. "Metal" means recoverable aluminum, tin and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.
54. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

55. "MWELo" refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.
56. "Newspaper" means material printed on newsprint.
57. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
58. "Noncombustible rubbish" means ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flames of ordinary temperature.
59. "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
- a. Special district(s) located within the boundaries of the City;
  - b. Federal facilities, if any, including military installations, located within the boundaries of the City;
  - c. Facilities operated by the State park system located within the boundaries of the City, if any;
  - d. Public universities (including community colleges) located within the boundaries of the City;
  - e. County fairgrounds located within the boundaries of the City;
  - f. State agencies located within the boundaries of the City, if any.
60. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
61. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
62. "Occupant" means and includes every owner of and every tenant or person who is in possession of, is the inhabitant of, or has the care and control of an inhabited residence or a place of business including, but not limited to, the United States, the state of California, the county of San Diego, the city of Solana Beach, and every other local agency.

63. "Office paper" means waste paper grades of white ledgers. Examples include forms, copy paper, stationery, and other white papers that are generally associated with desk activity.
64. "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
65. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
66. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
67. "Person" as used in this chapter means any individual, firm, corporation, association or group or combination acting as a unit.
68. "Place of business" means any hotel, motel, trailer court, restaurant, cafeteria, market, hospital, or any educational, professional, commercial or industrial establishment of any nature whatsoever, where there is an accumulation of refuse.
69. "Plastic beverage bottles" means plastic containers with narrow necks, or mouth openings smaller than the diameter of the container bodies, used for containing milk, juice, soft drinks or water intended for human consumption; to be distinguished from nonfood bottles such as those for containing motor oil, detergent, or other household products.
70. "Pollutant" means and includes, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, sediment, silt, industrial waste, and any organic or inorganic substance defined as a pollutant under 40 C.F.R. 122.2 whose presence degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards such as fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, fertilizers, pesticides, herbicides and other biocides. A pollutant also includes any contaminant which degrades the quality of the receiving waters in violation of basin plan and California ocean plan standards by altering any of the following parameters: pH, total suspended and settleable solids, biochemical oxygen demand (BOD), chemical oxygen demand (COD), nutrients, temperature, and other narrative standards of the basin plan.

71. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
72. "Prohibited Container Contaminants" means the following: (a) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (b) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (c) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (d) Excluded Waste placed in any container.
73. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
74. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
75. "Recyclable materials" means paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, compostable yard waste (e.g., tree trimmings, grass clippings and other vegetative matter) or other materials which may be recycled for use in an altered form, that has been segregated from other solid waste and placed at a designated collection location for the purpose of collection and recycling.
76. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
77. "Recycling operator" means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of waste and other discarded materials. For the purposes of this chapter, "recycling" shall mean as established by Government Code Section 66716.6
78. "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
79. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers,

and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

80. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
81. "Residential dwelling unit" means each place used for residential dwelling purposes for a single family. A structure may have one or more residential dwelling units. No place used primarily for business purposes shall be considered as a residential dwelling unit.
82. "Residential recyclables" means those specific recyclable materials from the residential waste stream including, but not limited to, newspaper, plastic beverage bottles, aluminum, tin and bi-metal cans, yard wastes, white goods (enameled appliances) and glass bottles and jars.
83. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
84. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
85. "Rubbish" includes, but is not restricted to, all nonbiodegradable waste or debris such as paper, cardboard, grass, tree or shrub trimmings, rugs, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction waste and debris, and other similar materials.
86. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
87. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

88. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
89. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
90. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- a. Hazardous waste, as defined in the State Public Resources Code Section 40141.
  - b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
  - c. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
91. "Solid waste collector" means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection, transportation or disposal of refuse in the city.
92. "Solid waste disposal" includes the collecting, transporting and disposal of solid waste in the city.
93. "Solid waste disposal operator" is synonymous with "refuse collector," "contractor" or "collector."

94. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
95. "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
96. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
97. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
98. "State" means the State of California.
99. "Storm water" means surface runoff and drainage associated with storm events and snow melt that flows across a surface to the storm water conveyance system or receiving waters. For the purposes of this chapter, storm water runoff and drainage from areas that are in a natural state, have not been significantly disturbed or altered, either directly or indirectly, as a result of human activity, and the character and type of pollutants naturally appearing in the runoff have not been significantly altered, either directly or indirectly, as a result of human activity, shall be considered "unpolluted" and shall satisfy the definition of "storm water" in this chapter.
100. "Storm water conveyance system" means private, natural and publicly owned facilities within the city of Solana Beach by which storm water may be conveyed to receiving waters of the United States, including any roads with drainage systems, streets, catch basins, curbs, gutters, ditches, pipes, natural and manmade channels or storm drains.

101. "Streets" mean the public streets, ways, alleys and places, except state freeways, as the same now or may hereafter exist within the city.
102. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
103. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
  - a. Supermarket.
  - b. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  - c. Food Service Provider.
  - d. Food Distributor.
  - e. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

104. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
  - a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
  - b. Hotel with an on-site Food Facility and 200 or more rooms.
  - c. Health facility with an on-site Food Facility and 100 or more beds.
  - d. Large Venue.
  - e. Large Event.
  - f. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
  - g. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

105. "To segregate" any waste material or recyclable means any of the following: the placement of recyclables in separate containers; the binding of recyclable material separately from the other waste material; the physical separation of recyclables from other waste material.
106. "Transfer station" means the city's designated site where collected refuse may be transferred to vehicles which will haul the refuse to a disposal site.
107. "Truck" means any truck, trailer, semi-trailer, conveyance or vehicle used or intended to be used for the purpose of collecting refuse or to haul or transport refuse.
108. "Uncontainerized Green Waste and Yard Waste Collection Service" or "Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).
109. "White goods" means large enameled appliances such as refrigerators, ovens and washing machines.
110. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).
111. "Wood wastes" means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure treated wood.
112. "Yard wastes" means leaves, grass, weeds and wood material from trees and shrubs that are less than four feet in length and six inches in diameter. (Ord. 333 § 3, 2005; Ord. 177 § 1, 1993)

**6.20.135 Mandatory separation of recyclables, collection and disposal of solid waste and recyclables.**

- A. It shall be mandatory for all occupants to separate from refuse, for recycling purposes, all designated residential, commercial, and industrial recyclables and otherwise participate in recycling through the collection service provided by a franchisee.
- B. A responsible occupant is not prohibited from using alternative collection and disposal methods which are not in conflict with the provisions of this code.
- C. Nothing in this section shall preclude any person from self hauling recyclable materials generated by that person to a recycling facility or operator. An occupant may

transport recyclable materials generated at its business or property to a recycling facility or operator (rather than utilizing a franchisee). The city manager or his/her designee may restrict or prohibit self hauling by an occupant if the city manager or his/her designee determines, after providing notice and an opportunity for a hearing, that the occupant's self hauling activities violate the provisions of this section or any other applicable law or regulation.

D. Nothing in this section shall preclude any occupant from selling or exchanging at fair market value, for reuse or recycling, recyclables generated from that business, commercial or residential property; or from donating to another entity for reuse or recycling recyclables generated from that business, commercial or residential property.

E. It is unlawful for any person to fail to segregate designated recyclable material. Violations of this section shall be punishable as provided in Chapters 1.16 and 1.18 SBMC. Nothing in this subsection shall prevent the city from obtaining voluntary compliance with the provisions of this section through educational programs, issuance of warning notices, or other means. (Ord. 414 § 2, 2010; Ord. 345 § 4, 2006; Ord. 177 § 1, 1993)

F. Single Family Organic Waste Generators shall:

1. Subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 6.20.135(F)(2). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

2. Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers, as described below, and shall not place Prohibited Container Contaminants in collection containers.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

G. Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

1. Subscribe to the City's three-, three-plus container collection services and comply with requirements of those services as described below in Section G(2), except Commercial Businesses that meet the Self-Hauler requirements in this ordinance. The City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

2. Except Commercial Businesses that meet the Self-Hauler requirements in Section K of this ordinance, participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

a. A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

i. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

3. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections G(4)(a) and G(4)(b) below) for employees, contractors, tenants, and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

4. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first, or

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section G(4) pursuant to 14 CCR Section 18984.9(b).

6. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section K.

7. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

8. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

9. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

10. Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section L of this ordinance to confirm compliance with the requirements of this ordinance.

11. Accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section G(2). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

12. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify

Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City or its Designee.

13. If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section K of this ordinance.

14. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

15. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section I.

#### H. Waivers for Generators

1. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section H(1)(b) below. Commercial Businesses requesting a de minimis waiver shall:

a. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section H(1)(b) below.

b. Provide documentation that either:

i. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

ii. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

c. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

d. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

2. Physical space waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or

licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section G. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

b. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

c. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

3. Review and Approval of Waivers by Jurisdiction. The City Manager or the City Manager's designee shall be responsible for review and determination of any waiver submitted to the City for approval.

#### I. Requirements for Commercial Edible Food Generators

1. Tier One Commercial Edible Food Generators must comply with the requirements of this Section I commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

2. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

3. Commercial Edible Food Generators shall comply with the following requirements:

a. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

b. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

c. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

d. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

e. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

i. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

A. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

B. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

C. The established frequency that food will be collected or self-hauled.

D. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

a. No later than July 1, 2022 of each year for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes the following information:

i. All records required in e(i);

ii. Amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

4. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### 5. Requirements for Food Recovery Organizations

a. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement

established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

ii. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

iii. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

iv. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

b. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

i. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

ii. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

iii. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

c. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

d. Commencing on January 1, 2022, and annually thereafter, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

e. Food Recovery Capacity Planning: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could

be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

#### J. Requirements for Haulers and Facility Operators.

##### 1. Requirements for Haulers – Standard Compliance Approach.

a. Exclusive franchised hauler providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the Jurisdiction to collect Organic Waste:

i. Through written notice to the City annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

ii. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and City's C&D ordinance.

b. Exclusive franchised hauler authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

##### 2. Requirements for Facility Operators and Community Composting Operations

a. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

b. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the

Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

#### K. Self-Hauler Requirements

1. Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

2. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

3. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:

- a. Delivery receipts and weight tickets from the entity accepting the waste.
- b. The amount of material in cubic yards or tons transported by the generator to each entity.
- c. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

4. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section K(3) to City.

5. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section K(3) and (4).

#### L. Inspections and Investigations by City.

1. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the

interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section G(2) or H(2) of this ordinance, Jurisdiction may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section G or H of this ordinance.

2. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

3. Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

4. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

5. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

#### M. Enforcement

1. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City's Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

2. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

**EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Solana Beach shall proceed with publication pursuant to the provisions of Government Code §36933.

**INTRODUCED AND FIRST READ** at a meeting of the City Council of the City of Solana Beach, California, on the 14th day of July, 2021; and

**THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Solana Beach, California, on the 25th day of August, 2021, by the following vote:

- AYES: Councilmembers –
- NOES: Councilmembers –
- ABSTAIN: Councilmembers –
- ABSENT: Councilmembers –

\_\_\_\_\_  
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
JOHANNA N. CANLAS, City Attorney

\_\_\_\_\_  
ANGELA IVEY, City Clerk