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Del Mar City Council Meeting Agenda

City of Del Mar, Town Hall
1050 Camino del Mar, Del Mar, California 92014
And via teleconference
5001 W 110th St, Overland Park, KS 66211

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

Regular Meeting
Tuesday, February 17, 2026 at 4:30 PM

Tracy Martinez
Mayor

John W. Spelich
Deputy Mayor

Terry Gaasterland
Council Member

Dan Quirk
Council Member

Ashley Jones
City Manager

Christina Cameron
City Attorney

Sarah Krietor
Administrative Services
Manager/City Clerk

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

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

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

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

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

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

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

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

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

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

1. Approval of Minutes: February 3, 2026 Regular and Special Meeting

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

2. Ratification of List of Demands dated February 17, 2026

Recommended Action: Ratify the List of Demands.

Reference: Clerk's File No. 201-3

3. Waiver of Reading of Ordinances on Agenda

Recommended Action: Waive Reading of Ordinances.

Reference: Clerk's File No. 401-4

4. Award of Construction Contract and Related Task Orders for the Jimmy Durante Boulevard Pavement Rehabilitation Project

Recommended Action: Staff recommends that the City Council: 1) Award a \$1,302,420 construction contract to Hazard Construction Engr LLC for the Jimmy Durante Boulevard Pavement Rehabilitation Project (Attachment A); 2) Award a \$157,265 Task Order to Dudek for Construction Management and Inspection Services (Attachment B); 3) Award a \$26,465 Task Order to NOVA Services, Inc for Geotechnical Services and Laboratory Testing (Attachment C); 4) Award a \$27,200 Task Order Amendment to Michael Baker International for Engineering Construction Support (Attachment D); 5) Approve a \$130,242 project contingency equal to 10% of the construction cost; and 6) Authorize the City Manager to execute the required documents and any construction change orders or task order amendments within the project contingency necessary to complete the work.

Reference: Clerk's File No. 601-4

5. Authorization to Apply for State Grant Funds in Support of the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project

Recommended Action: Staff recommends the City Council: 1) Adopt a Resolution authorizing the City Manager to apply for California Ocean Protection Council SB 1 Sea Level Rise Adaptation Grant Program funds (Attachment A); 2) Adopt a Resolution authorizing the City Manager to apply for State Coastal Conservancy Grant Program funds (Attachment B); and Authorize the City Manager to approve and execute all agreements and related documents necessary for both grant opportunities.

Reference: Clerk's File No. 201-13, 1306-23

6. Task Order Amendment with Michael Baker International to Update the Phase 2 Engineering Design and Cost Estimate for the San Dieguito Drive Improvement Project in Preparation for the Bid Process

Recommended Action: Staff recommends that the City Council: 1) Approve a \$16,520 Task Order Amendment (Attachment A) with Michael Baker International (MBI) to proceed with Phase 2 Design Updates and Bid Support for the San Dieguito Drive Improvement Project; 2) Approve a \$5,000 contingency; and 3) Authorize the City Manager to execute the Task Order Amendment and any subsequent amendments within the contingency.

Reference: Clerk's File No. 406-1

7. Second Reading and Adoption of an Ordinance Amending Del Mar Municipal Code Section 8.04 to Regulate the Digging of Hazardous Holes on the Public Beach

Recommended Action: Staff recommends that the City Council adopt an Ordinance (Attachment A) that would amend Chapter 8.04, Beaches, Waterways and Parks, by adding Section 8.04.100, Digging of Hazardous Holes on a Public Beach, to the Del Mar Municipal Code (DMMC) regulating the excavation of hazardous holes on Del Mar public beaches.

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

8. Interim Fire Prevention Staffing and Amendment to Cost Sharing Agreement with the City of Solana Beach for Fire Transition Management Services

Recommended Action: Staff recommends that the City Council: 1) Approve a Resolution (Attachment A) amending the Compensation Plans for Fire Employees to add a Fire Marshal position and for Miscellaneous, Part-Time, Temporary and Hourly Employees to add a Fire Prevention Technician position; 2) Approve the First Amendment to the Cost Sharing Agreement (Attachment B) with the City of Solana Beach to add provisions related to Interim Fire Prevention positions; and 3) Authorize the City Manager to negotiate and execute the final the amendment and fill interim, part-time fire prevention positions on a temporary basis.

Reference: Clerk's File No. 1101-8

VIII. PUBLIC HEARING

9. Adoption of Resolution to Declare the City-Owned 10th Street Vacant Lot Exempt Surplus Land per Surplus Lands Act (APN 300-093-17)

Recommended Action: Staff recommends the City Council adopt a Resolution (Attachment A) to declare that the small City-owned 10th Street vacant lot within the City's Civic Center is exempt surplus land in accordance with the Surplus Lands Act (SLA); and authorize the City Manager to file the Resolution with the California Housing and Community Development Department (HCD).

Reference: Clerk's File No. 303-1, 1306-23

10. Approval of the Short-Term Rental Permit Fee

Recommended Action: Staff recommends that the City Council adopt Resolutions approving the Short-Term Rental (STR) Permit Fee (Attachment A) and amending credit card processing fees (Attachment B).

Reference: Clerk's File No. 204-2, 301-19

IX. COUNCIL MEETING RECESS

X. CITY COUNCIL OTHER BUSINESS

11. Undergrounding Program Updates and UPAC Project Efficiency Subcommittee Presentation

Recommended Action: Staff recommends the City Council receive a City staff update on the Undergrounding Program and a presentation from the UPAC Subcommittee on Project Efficiencies (Attachment A).

Reference: Clerk's File No. 1001-2

12. Update to 2026 City Council Regional and Local Appointments

Recommended Action: Staff recommends that the City Council review and approve any necessary updates to the 2026 City Council Regional and Local Appointments (Attachment A) following Councilmember Terry Gaasterland's recent resignation from several Council liaison assignments.

Reference: Clerk's File No. 401-1

XI. REGIONAL ORGANIZATION REPORTS

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

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

XII. COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORG REPORTS

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

- A. Civic Center Operations Guide Subcommittee (Spelich/Gaasterland)

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

XIII. UPCOMING AGENDA ITEMS

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

March 3, 2026
Del Mar Bluffs Stabilization Phase 5/Del Mar Bluffs Access Improvements Projects Update
Sewer System Management Plan (SSMP) Update
Interviews and Appointment to the Design Review Board
Initial Consideration of EP25-049
FY24-25 Final Financial Report and FY25-26 Mid-Year Financial Report
Housing Element Annual Progress Report
Watermark Del Mar - Regulatory Affordable Housing Agreement
Undergrounding Program Updated Cash Flow Analysis

XIV. CERTIFICATION

I, Sarah Krietor, Administrative Services Manager/City Clerk for the City of Del Mar, hereby certify that a copy of this agenda was posted at City Hall on the 11th day of February, 2026 at approximately 2:15 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

2/11/2026
Date



**CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
FEBRUARY 3, 2026
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014
And via teleconference
15600 Sand Canyon Ave., Irvine, CA 92618**

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

CALL TO ORDER

Mayor Tracy Martinez called the Regular Meeting to order at 4:30 p.m.

ROLL CALL

Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; Councilmembers Terry Gaasterland and Dan Quirk (participated remotely and joined the meeting from approximately 4:50 p.m. to 5:15 p.m.)

CITY ATTORNEY CLOSED SESSION REPORT

Assistant City Attorney Christina Cameron reported that Councilmember Quirk was absent from the February 3, 2026, Closed Session, and there were no reportable actions or recusals.

At the direction of the City Council, City Manager Ashley Jones provided the following statement on Closed Session Item C- City Attorney Public Employment: In November 2025, the City Council directed staff to initiate a legal services solicitation process, with the full Council interviewing four potential firms on January 12, 2026. Following interviews, there has been no Council consensus as to next steps in the process. Therefore, the process will be discontinued and the existing legal services contract with attorney firm Devaney Pate Morris & Cameron will continue.

PLEDGE OF ALLEGIANCE

Mayor Martinez led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS

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

- 1) Stuart Anstis
- 2) Suren Dutia with two donations of time from Suresh Mahayan and Jas Grewal

Mayor Martinez closed public oral communications.

Councilmember Gaasterland rebutted comments by Suren Dutia about her service and compensation as the City's primary representative on the San Diego Association of Governments (SANDAG) Board of Directors.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS

As the Council Liaison to the Undergrounding Program Advisory Committee (UPAC), Deputy Mayor Spelich provided a response to Councilmember Quirk’s comments at the January 20, 2026, City Council meeting regarding timing for the next Undergrounding Program update. After reviewing the September 2025 meeting recordings cited by Councilmember Quirk, Deputy Mayor Spelich confirmed that the Council did not direct staff to provide a January 2026 update as indicated by Councilmember Quirk. Instead, Council requested updates following completion of each Crest Canyon project work zone. He reported that Crest Canyon Zone 1 construction is currently underway with an anticipated completion date in mid-March 2026. Deputy Mayor Spelich also noted that staff plans to provide an Undergrounding Program update on February 17, 2026, in advance of the Crest Canyon Work Zone 1 completion. Councilmember Gaasterland concurred with Deputy Mayor Spelich’s understanding of the Council’s direction in September 2025, and reported that poles in Undergrounding District 1A (Stratford Court South) are starting to come down. Mayor Martinez emphasized the importance of clarifying Council misstatements for the public and staff.

Mayor Martinez reported about her positive experience at the Art of Banksy Without Limits Exhibition at the Del Mar Fairgrounds running through April 19, 2026.

CITY MANAGER’S REPORT

City Manager Ashley Jones reported on the Del Mar Village Association (DMVA) quarterly power washing of the downtown sidewalks and expressed her appreciation to DMVA for their partnership and to the private donor who generously provided funding; thanked the Del Mar Foundation for their generous donation of a new sound mixing board to replace outdated equipment in the Town Hall; and introduced Interim Fire Chief Colin Stowell. Chief Stowell provided comments regarding his appointment.

CONSENT CALENDAR

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

IT WAS MOVED BY DEPUTY MAYOR SPELICH, SECONDED BY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 1 THROUGH 9 AND 11. (VOTE 3-0-1, WITH COUNCILMEMBER QUIRK ABSENT)

Ayes: Mayor Martinez; Deputy Mayor Spelich; Councilmembers Gaasterland; Noes: 0; Recused: 0; Absent: Councilmember Quirk; Abstain: 0.

ITEM 1: APPROVAL OF MINUTES: JANUARY 20, 2026 REGULAR AND SPECIAL MEETING (CLERK’S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 2: RATIFICATION OF LIST OF DEMANDS, DATED FEBRUARY 3, 2026 (CLERK’S FILE NO. 201-3)

Council approved the list of demands, on consent.

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

Council waived the reading of ordinances, on consent.

ITEM 4: SECOND READING AND ADOPTION OF AN ORDINANCE TO PROCESS ADMINISTRATIVE CORRECTIONS TO DEL MAR MUNICIPAL CODE CHAPTER 23.12, DIVISION 7 TO REFLECT ADOPTION OF THE 2025 CALIFORNIA GREEN BUILDING CODE WITH LOCAL AMENDMENTS (CLERK'S FILE NO. 401-4, 401-9)

Council adopted Ordinance 1026 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING DEL MAR MUNICIPAL CODE CHAPTER 23.12 (CALIFORNIA CODES FOR CONSTRUCTION) BY AMENDING SECTION 23.12.070, AND BY ADDING SECTION 23.12.071 TO MAKE ADMINISTRATIVE CORRECTIONS REQUESTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION, ALL RELATING TO THE APPLICABILITY OF THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND ASSOCIATED NATIONAL AND STATE BUILDING AND CONSTRUCTION CODES WITHIN THE CITY OF DEL MAR", on consent.

ITEM 5: COUNCIL CONSIDERATION OF THE 2026 LEGISLATIVE POLICY GUIDELINES (CLERK'S FILE NO. 401-7, 401-8)

Council approved the City's 2026 Legislative Policy Guidelines, on consent.

ITEM 6: ADOPTION OF A RESOLUTION TO AMEND THE STATE LANDS COMMISSION LEASE NO. 8181 FOR THE CAMINO DEL MAR BRIDGE REPLACEMENT PROJECT (CLERK'S FILE NO. 406-1)

Council adopted Resolution 2026-05 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA APPROVING THE AMENDED GENERAL LEASE AGREEMENT NO. 8181 BETWEEN THE STATE OF CALIFORNIA STATE LANDS COMMISSION AND THE CITY OF DEL MAR" and authorized the City Manager to execute the Amendment on behalf of the City, on consent.

ITEM 7: PROPOSED ADDITION OF MANAGEMENT ANALYST POSITION TO THE FINANCE DIVISION (CLERK'S FILE NO. 501-3)

Council adopted Resolution 2026-06 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE ADDITION OF ONE MANAGEMENT ANALYST POSITION TO THE FINANCE DIVISION" and amended the FY 2025-2026 Operating and Capital Budget as described in the Fiscal Impact, on consent.

ITEM 8: TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2025 (CLERK'S FILE NO. 102-2, 209-2)

Council received and filed the informational Treasurer's Investment Report for the quarter ended December 31, 2025, on consent.

ITEM 9: RECOMMENDED COMPENSATION ADJUSTMENT RELATED TO THE CITY MANAGER'S PERFORMANCE EVALUATION AND SECOND AMENDMENT TO EMPLOYMENT CONTRACT (CLERK'S FILE NO. 102-8, 502-1)

Council adopted Resolution 2026-07 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING COMPENSATION ADJUSTMENT FOR ASHLEY JONES AS CITY MANAGER FOR THE CITY OF DEL MAR AND

ADOPTING THE AMENDED MANAGEMENT AND PROFESSIONAL COMPENSATION PLAN” and approved the Second Amendment to the City Manager’s Employment Agreement increasing City deferred compensation contributions and life insurance benefit, on consent.

ITEM 10: ESTABLISHMENT OF SHORT-TERM RENTAL (STR) PERMIT APPLICATION PERIOD (CLERK’S FILE NO. 301-19)

Councilmember Gaasterland provided a statement regarding her recusal from participating in this agenda item. Council discussion focused on insurance questions raised in a red dot submitted by a member of the public.

IT WAS MOVED MAYOR MARTINEZ AND SECONDED BY DEPUTY MAYOR SPELICH TO ADOPT RESOLUTION 2026-04 “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SET TIMING FOR SHORT-TERM RENTALS (STR) PERMIT PROCESS TO FOLLOW COASTAL COMMISSION CERTIFICATION OF THE CITY’S STR ORDINANCE/LOCAL COASTAL PROGRAM AMENDMENT” (VOTE 3-0-1 WITH COUNCILMEMBER GAASTERLAND RECUSED)

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

PUBLIC HEARING

ITEM 11: INTRODUCTION OF AN ORDINANCE AMENDING DEL MAR MUNICIPAL CODE SECTION 8.04 TO REGULATE THE DIGGING OF HAZARDOUS HOLES ON THE PUBLIC BEACH (CLERK’S FILE NO. 401-4, 401-9)

Management Analyst Maggie Jones provided a brief summary and overview of the agenda item. Mayor Martinez opened the public hearing. There were no public speakers. Mayor Martinez closed the public hearing. Council introduced the Ordinance, on consent.

CITY COUNCIL OTHER BUSINESS

ITEM 12: PREPARATIONS FOR 2026 CITY COUNCIL GOALS & PRIORITIES SETTING WORKSHOP (CLERK’S FILE NO. 401-1)

A presentation was provided by City Manager Jones and Administrative Services Manager/City Clerk Krietor.

Council consensus was to proceed with the format for the 2026 City Council Goals & Priorities Workshop as outlined in the agenda report and use this as the standard Goals & Priorities Workshop format moving forward. Staff would only need to return to Council in the future should staff or Council propose to deviate from the standardized format.

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

City Council representatives reported on SANDAG Board of Directors, DMVA, SANDAG Regional Planning Committee; and SANDAG LOSSAN Executive Taskforce.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 5:33 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk

DRAFT



**DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
FEBRUARY 3, 2026**

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

CALL TO ORDER

Mayor Tracy Martinez called the meeting to order at 3:00 p.m.

ROLL CALL

Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; and Councilmember Terry Gaasterland. Absent: Councilmember Dan Quirk

CLOSED SESSION

- A) Conference with Legal Counsel- Existing Litigation
Lazier v. City of Del Mar
San Diego Superior Court Case No. 25CU058363C
Authority: Government Code Section 54956.9(d)(1)
Reportable Action: None.

- B) Public Employee Performance Evaluation
Title: City Manager
Authority: Government Code Section 54957
Reportable Action: None.

- C) Public Employment
Title: City Attorney
Authority: Government Code Section 54957
Reportable Action: None.

ADJOURNMENT


Mayor Martinez adjourned the meeting at 4:20 p.m.

Sarah Krietor, Administrative Services Manager/
City Clerk



LIST OF DEMANDS
CITY OF DEL MAR
for
City Council Meeting
February 17, 2026

Vendor Payment Checks	\$ 646,057.84
Voids	-
Electronic Fund Transfers (EFT)	753,914.99
Electronic Wires	200,337.88
Total	<u><u>\$ 1,600,310.71</u></u>

Approved by: 

Marco Camacho
Finance Manager/Treasurer

Date: 2/9/26

Approved by:

Tracy Martinez
Mayor

Date:

Attachments: Check Registers

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7493	2/2/2026	san03	SAN DIEGO COUNTY WATEF 1225-2	1/12/2026	WATER DELIVERY	138,364.40	
	Voucher:	7493	01232026	1/23/2026	METER UPGRADE NOB AVE	3,818.00	142,182.40
Sub total for EFT GENERAL ACCOUNT US BANK:							142,182.40

1 checks in this report.

Grand Total All Checks: 142,182.40

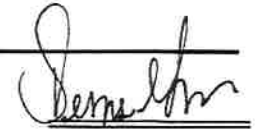


Bank : eusbnk EFT GENERAL ACCOUNT US E

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7494	2/2/2026	lif06	GEN DIGITAL INC.	10010651730	1/15/2026	VOL LIFELOCK BENEFITS	135.92
		Voucher:	7494				
7495	2/2/2026	leg04	LEGALACCESSPLANS US 62043		1/1/2026	VOL LEGAL EASE INSURANC	143.60
		Voucher:	7495				
Sub total for EFT GENERAL ACCOUNT US BANK:							279.52

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
8144	2/2/2026	hea02	HEALTH NET	BFC29AFEB26	1/15/2026	HEALTH INS FEB	48,820.88	48,820.88
	Voucher:	8144						
8145	2/2/2026	kai01	KAISER PERMANENTE	475311874095	1/10/2026	HEALTH INS FEB	17,247.34	17,247.34
	Voucher:	8145						
8146	2/2/2026	mut01	MUTUAL OF OMAHA	002024912127	1/14/2026	AD&D LIFE B&D FEB	5,050.50	5,050.50
	Voucher:	8146						
8147	2/2/2026	pri11	PRINCIPAL FINANCIAL GF	1003938-10001F	1/17/2026	DENTAL/VISION INS FEB	6,051.60	6,051.60
	Voucher:	8147						
8148	2/2/2026	sun11	SUN LIFE ASSURANCE CO	915639-0001FEI	1/15/2026	FF LIFE INS FEB	54.00	54.00
	Voucher:	8148						
8149	2/2/2026	edd01	EMPLOYMENT DEVELOPI	L1211919408	1/23/2026	UI BENEFIT CHARGE Q4 2025	1,861.00	1,861.00
	Voucher:	8149						
140653	2/2/2026	cap01	CAPF CA PUBLIC SAFETY	Ben183301	1/23/2026	CAPF: PAYMENT	234.00	234.00
	Voucher:	140653						
140654	2/2/2026	irs01	IRS, UNITED STATES TRE	Q1 2025 941X 0	1/27/2026	Q1 2025 941X QTRLY	170.41	170.41
	Voucher:	140654						
Sub total for GENERAL ACCOUNT US BANK:							79,489.73	

A handwritten signature in black ink, appearing to read 'Samuelson', is written over a horizontal line.

10 checks in this report.

Grand Total All Checks: 79,769.25

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7496	2/3/2026	cha71	CHARTER COMM HOLDINGS	189125301	1/14/2026	CH FIBER TO LFGRDS JAN	494.57
	Voucher:	7496		189123101	1/14/2026	LIFEGUARD FIBER JAN	494.57
				189123801	1/14/2026	LFGRD FIBER	416.48
				189125701	1/14/2026	CH FIBER TO FIRE	416.48
				189112801	1/14/2026	VIDEO TRANSPORT/PEG	338.39
				189125801	1/14/2026	VIDEO TRANSPORT/PEG CH	338.39
				8448 41 006 0171	1/13/2026	PUBLIC WIFI PHCC JAN	146.25
				189125401	1/14/2026	DMTV INTERNET	119.99
				189125501	1/14/2026	PUBLI WIFI CH	119.99
				189123001	1/14/2026	LFGRD CABLE/INTERNET JAN	100.00
				189125201	1/14/2026	INTERNET TV STUDIO	93.34
				189125601	1/14/2026	INTERNET CH	1,394.57
7497	2/3/2026	coa21	COAST NEWS GROUP	00159726	1/2/2026	AD - PUBLIC HEARING	244.13
	Voucher:	7497		00159843	1/9/2026	AD - BLDG CODE	236.38
				00159925	1/16/2026	AD - PUBLIC HEARING	189.88
				00159927	1/16/2026	AD - PUBLIC HEARING	166.63
				00159926	1/16/2026	AD - PUBLIC HEARING	162.75
7498	2/3/2026	dix01	DIXIELINE LUMBER CO	06-0628410	1/19/2026	OPERATING SUPP PW	281.43
	Voucher:	7498		06-0628948	1/22/2026	OPERATING SUPP CS	170.97
				06-0627992	1/15/2026	OPERATING SUPP PW	69.21
				06-0628426	1/19/2026	OPERATING SUPP PW	30.19
				06-0627332	1/9/2026	OPERATING SUPP PW	22.50
				06-0628163	1/15/2026	OPERATING SUPP PW	8.40
7499	2/3/2026	fer07	FERGUSON ENTERPRISES I	0896467-1	1/7/2026	WATER METER PARTS	232.62
	Voucher:	7499					582.70
7500	2/3/2026	hel04	HELIX ENVIRONMENTAL PL	131840	1/20/2026	PROF SRVCS	19,775.97
	Voucher:	7500					232.62
7501	2/3/2026	man12	MANERI TRAFFIC CONTROL	24933	1/9/2026	OPERATING SUPP PW	365.40
	Voucher:	7501					365.40
7502	2/3/2026	nor13	NORTH COUNTY DISPATCH	202526-045	1/20/2026	DISPATCH SRVCS	702.75
	Voucher:	7502					702.75
7503	2/3/2026	nv501	NV5 INC	495935	1/20/2026	PROF SRVCS	3,655.00
	Voucher:	7503					3,655.00

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7504	2/3/2026	pru01	PRUDENTIAL OVERALL SUP	132348697	12/5/2025	UNIFORMS	138.36
	Voucher:	7504		132358546	1/16/2026	UNIFORMS PW	71.07
				132349864	12/12/2025	TOWELS AND MATS	4.41
				132352189	12/26/2025	TOWELS & MATS	4.41
				132347546	11/28/2025	UNIFORMS	89.25
				132352190	12/26/2025	UNIFORMS	79.27
				132351093	12/19/2025	UNIFORMS	76.32
				132354215	1/2/2026	UNIFORMS	74.92
				132356388	1/9/2026	UNIFORMS	74.92
				132349865	12/12/2025	UNIFORMS	72.47
7505	2/3/2026	san56	SAN ELIJO JOINT POWERS,	01092026	1/9/2026	PUMP STATION RPLCMNT	3,275.03
	Voucher:	7505					685.40
7506	2/3/2026	sca12	SCA OF CA LLC	CA25005060	1/2/2026	STR SWEEPING	3,080.55
	Voucher:	7506					3,080.55
7507	2/3/2026	sit01	SITEONE LNDSCP SUPPLY L	161861761-001	1/14/2026	OPERATING SUPP PW	501.61
	Voucher:	7507					501.61
7508	2/3/2026	uti01	UTILITY SPECIALISTS INC	31129-R	11/30/2025	CONSULTING SRVCS	32,987.50
	Voucher:	7508		31127-R	11/30/2025	CONSULTING SRVCS	27,868.50
				31377-R	12/31/2025	CONSULTING SERVICES	27,776.25
				31375-R	12/31/2025	CONSULTING SRVCS	10,631.50
				31376	12/31/2025	UP - 1A STRATFORD S - NOV	3,635.00
				31378	12/31/2025	CONSULTING SERVICES	309.40
7509	2/3/2026	wex01	WEX BANK	0496-00-496745-1	1/23/2026	GAS & OIL CS JAN	828.79
	Voucher:	7509					828.79
Sub total for EFT GENERAL ACCOUNT US BANK:							142,366.76

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140655	2/3/2026	adt02	ADT SECURITY SERVICES	01132026	1/13/2026	LIFEGUARD ADT	143.82	143.82
	Voucher:	140655						
140656	2/3/2026	bab03	BABCOCK LABORATORIES, CA60299-10666	1/8/2026	1/8/2026	WATER TEST	635.00	635.00
	Voucher:	140656						
140657	2/3/2026	bar29	BARNETT QUALITY CONTRC 26234	1/10/2026	1/10/2026	EMERGENCY REPAIR	4,231.87	4,231.87
	Voucher:	140657						
140658	2/3/2026	cha72	CHAMPION, CHRISTIAN	01262026	1/26/2026	PHCC EVENT REFUND	800.00	800.00
	Voucher:	140658						
140659	2/3/2026	cin02	CINTAS	5312373714	1/12/2026	SERVICE CHR	40.67	40.67
	Voucher:	140659						
140660	2/3/2026	cit07	CITY OF SAN DIEGO	1000439330	1/8/2026	PIPELINE CAP	18,390.00	18,390.00
	Voucher:	140660						
140661	2/3/2026	cou65	COUNTY OF SAN DIEGO, DE 105383	1/12/2026	1/12/2026	FACILITY PERMIT 2026	1,080.00	1,080.00
	Voucher:	140661						
140662	2/3/2026	del06	DEL MAR AUTOMOTIVE SER	051331	11/21/2025	VEHICLE MAINT #380 PW	112.88	
	Voucher:	140662		051689	1/20/2026	VEHICLE MAINT #75 PW	110.99	
				051605	1/9/2026	VEHICLE MAINT #73 PW	91.48	315.35
140663	2/3/2026	dep04	DEPT. OF INDUSTRIAL RELA S2243784SD	1/8/2026	1/8/2026	ELEVATOR UNIT INSPCTN	675.00	675.00
	Voucher:	140663						
140664	2/3/2026	dow01	DOWNSTREAM SERVICES 185242	12/31/2025	12/31/2025	STORM DRAIN MAINT	16,460.00	16,460.00
	Voucher:	140664						
140665	2/3/2026	fri06	FRIEDMAN & SPRINGWATEF 1001031	1/7/2026	1/7/2026	PROF SRVCS	6,740.00	6,740.00
	Voucher:	140665						
140666	2/3/2026	gla04	GLADWELL GOV SERVICES 6049	1/9/2026	1/9/2026	LEGAL FEES FY25-26	400.00	400.00
	Voucher:	140666						
140667	2/3/2026	gol01	GOLDEN OFFICE TRAILERS, INV-00507767	2/1/2026	2/1/2026	TRAILER RNTL	299.07	299.07
	Voucher:	140667						
140668	2/3/2026	int09	GREGORY CONLEY, DBA IN1 502	1/10/2026	1/10/2026	SCADA MNTHLY MAINT	2,323.28	2,323.28
	Voucher:	140668						
140669	2/3/2026	joh32	JOHNSON CONTROLS SEC : 42075774	1/10/2026	1/10/2026	QRTLTY BILLING	1,040.77	1,040.77
	Voucher:	140669						
140670	2/3/2026	mad01	MADRIGAL, SAMUEL	2026-001	1/12/2026	WATER TSTING SRVCS	900.00	
	Voucher:	140670		2025-005	1/12/2026	SEWER PUMPS	600.00	1,500.00

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140671	2/3/2026	mar11	MARSHALLS INDUSTRIAL H/ 797330/1	1/20/2026	OPERATING SUPP PW	87.22	
	Voucher:	140671	797278/1	1/16/2026	OEPRATING SUPP PW	37.80	
			797281/1	1/16/2026	OPERATING SUPP PW	272.44	397.46
140672	2/3/2026	nap01	NAPA AUTO PARTS 750787	1/7/2026	OPERATING SUPP PW	13.13	13.13
	Voucher:	140672					
140673	2/3/2026	par35	PARADIGM MECHANICAL CC 114455	1/20/2026	REGULAR SERVICE	335.00	335.00
	Voucher:	140673					
140674	2/3/2026	por10	PORTABLE STORAGE CORP 1035	1/20/2026	STORAGE CS FEB	176.00	176.00
	Voucher:	140674					
140675	2/3/2026	por05	PORTILLO CONCRETE INC 2511-3011	1/15/2026	ROADWAY REPAIRS	75,000.00	75,000.00
	Voucher:	140675					
140676	2/3/2026	san114	SAN DIEGO ELEVATOR CO L 7102433	1/21/2026	ELEVATOR MAINT	200.00	200.00
	Voucher:	140676					
140677	2/3/2026	sdg01	SAN DIEGO GAS & ELECTRI 0042 2198 4063 2	1/16/2026	UTILITIES DEC	5,332.41	5,332.41
	Voucher:	140677					
140678	2/3/2026	sdg02	SAN DIEGO GAS & ELECTRI 0092 4576 5583 8	1/14/2026	UTILITIES DEC	178.85	
	Voucher:	140678	01152026	1/15/2026	UTILITIES CS	397.22	576.07
140679	2/3/2026	san100	SD COUNTY VECTOR CONT 01072026	1/7/2026	INSECT CNTRL	806.49	806.49
	Voucher:	140679					
140680	2/3/2026	sou02	SOUTHCOAST HEATING & A 1467269	1/9/2026	MAINT INSPCTN	359.00	359.00
	Voucher:	140680					
140681	2/3/2026	sta09	SWRCB, ATTN: AFRS WD-0311361	11/19/2025	WASTE DISCHARGE FEES	881.00	881.00
	Voucher:	140681					
140682	2/3/2026	ter11	TERMINIX COMMERCIAL 467775370	1/9/2026	PEST CONTROL LIBRARY - JAN	113.26	
	Voucher:	140682	468009815	1/16/2026	PEST CONTROL PHCC - JAN	109.18	
			467775805	1/9/2026	PEST CONTROL CH - JAN	159.00	
			468009376	1/16/2026	PEST CONTROL CS - JAN	128.26	509.70
140683	2/3/2026	uni31	UNITED SITE SRVCS OF, CA 114-14179023	1/8/2026	PORTABLE RSTRM SRVCS	1,450.85	
	Voucher:	140683	114-14179026	1/8/2026	PORTABLE RSTRM SRVCS	565.25	
			114-14179025	1/8/2026	PORTABLE RSTRM SRVCS	265.25	2,281.35
140684	2/3/2026	usb03	US BANK CORP PYMT SYST 4246 0445 5565 0:	12/22/2025	US BANK CHARGES DEC	17,011.35	17,011.35
	Voucher:	140684					
140685	2/3/2026	ver03	VERIZON WIRELESS 570653198-00008	1/18/2026	TELEPHONE JAN	355.46	355.46
	Voucher:	140685					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140686	2/3/2026	vil11	VILLAREAL, JAYDA	01262026	1/26/2026	PHCC EVENT REFUND	800.00	800.00
		Voucher: 140686						
140687	2/3/2026	vis07	VISTA PAINT CORPORATION 2026-239604-00	1/21/2026	TRAFFIC PAINT	193.93	193.93	
		Voucher: 140687						
140688	2/3/2026	was02	WASTE MANAGEMENT OF C 0010676-4653-7	1/2/2026	GREEN WASTE	556.88	556.88	
		Voucher: 140688						
140689	2/3/2026	wax02	WAXIE'S ENTERPRISES, LLC 83731549	1/14/2026	OPERATING SUPP PW	1,499.43		
		Voucher: 140689	83750213	1/26/2026	JANITORIAL SUPPLIES	651.30		
			83718274	1/7/2026	JANITORIAL SUPPLIES PW	505.60		
			83743109	1/21/2026	GLOVE EXAM	409.36		
			83743106	1/21/2026	TOWEL RAGS	142.90	3,208.59	
140690	2/3/2026	wes29	WEST COAST ARBORISTS IN 238804	1/9/2026	TREE MAINT	11,560.00		
		Voucher: 140690	238655	12/31/2025	TREE MAINT	4,275.00		
			237927	12/15/2025	PALM WEEVIL	1,710.00	17,545.00	
140691	2/3/2026	wes61	WESTPRO PLUMBING, INC 58868	1/18/2026	DISPOSAL TRSH & DEBRI	14,059.09		
		Voucher: 140691	58922	1/15/2026	CLEAN GREASE TRAP	3,922.25	17,981.34	
140692	2/3/2026	zon02	ZONE TRAFFIC ENGINEERIN 25033-01	12/31/2025	CONSULTING SRVCS	2,025.00	2,025.00	
		Voucher: 140692						
Sub total for GENERAL ACCOUNT US BANK:							201,619.99	

52 checks in this report.

Grand Total All Checks: 343,986.75



Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
4202	2/6/2026	irs01	IRS, UNITED STATES TREAS	Ben183481	2/6/2026	FEDERAL TAX: PAYMENT	46,461.84	46,461.84
	Voucher:	4202						
4203	2/6/2026	per01	PERS	Ben183482	2/6/2026	PERS CONTRIBUTIONS: PAYMEN	58,462.59	58,462.59
	Voucher:	4203						
4204	2/6/2026	per02	PERS 457	Ben183483	2/6/2026	CALPERS 457 DEFERRED COMF	2,551.49	2,551.49
	Voucher:	4204						
4205	2/6/2026	edd01	EMPLOYMENT DEVELOPME	Ben183484	2/6/2026	STATE TAX: PAYMENT	13,776.64	13,776.64
	Voucher:	4205						
Sub total for GENERAL ACCOUNT US BANK:							121,252.56	

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7510	2/6/2026	mis07	107413 STATE ST BANK & TF Ben183479	2/6/2026	401A PLAN: PAYMENT	555.16	555.16
	Voucher:	7510					
7511	2/6/2026	mis08	303845 STATE ST BANK & TF Ben183475	2/6/2026	MISSION SQUARE 457B: PAYMEI	14,058.16	14,058.16
	Voucher:	7511					
7512	2/6/2026	mis09	803808 STATE ST BANK & TF Ben183480	2/6/2026	RETIREMENT HEALTH SAVINGS	748.81	748.81
	Voucher:	7512					
7513	2/6/2026	uni21	DEL MAR CITY EMPLOYEES Ben183476	2/6/2026	DMCEA DUES: PAYMENT	286.00	286.00
	Voucher:	7513					
7514	2/6/2026	nat15	NATIONAL BENEFIT SERVI CI Ben183478	2/6/2026	SEC. 125 FLEXIBLE SAVINGS AC	1,856.19	1,856.19
	Voucher:	7514					
7515	2/6/2026	par21	U.S. BANK PARS FFC 674602 Ben183477	2/6/2026	PUBLIC AGENCY RETIREMENT S	1,551.74	1,551.74
	Voucher:	7515					
Sub total for EFT GENERAL ACCOUNT US BANK:							19,056.06

10 checks in this report.

Grand Total All Checks: 140,308.62



Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7516	2/10/2026	zep01	ACUITY SPECIALTY PRODUK 9012328283	1/27/2026	CLEANING SUPP FIRE	1,583.03	1,583.03
	Voucher:	7516					
7517	2/10/2026	cal81	CALLTOWER INC 202993419	1/25/2026	TELEPHONE FEB	247.02	247.02
	Voucher:	7517					
7518	2/10/2026	cha71	CHARTER COMM HOLDINGS 189123701	1/14/2026	FIBER CONNECTION PW JAN	572.67	
	Voucher:	7518	189123401	1/14/2026	CABLE/INTERNET PW JAN	231.19	803.86
7519	2/10/2026	coa21	COAST NEWS GROUP 00159734	1/2/2026	AD - NIB JDB	635.50	
	Voucher:	7519	00159938	1/23/2026	LEGAL ADVERTISING AND PUBL	124.00	
			00159880	1/16/2026	AD - ORDIN ADOPT #1025	65.88	825.38
7520	2/10/2026	cor15	CORONADO MOBILE STORA FEB-26	2/1/2026	STORAGE CONTRS FEB	255.00	255.00
	Voucher:	7520					
7521	2/10/2026	del14	DEL MAR VILLAGE ASSOCIA 8	2/9/2026	DMVA AGRMNT DEC	20,861.67	20,861.67
	Voucher:	7521					
7522	2/10/2026	dev02	DEVANEY PATE MORRIS & C 11271	1/19/2026	LEGAL FEES DEC	21,952.00	
	Voucher:	7522	11268	1/19/2026	CITY ATTORNEY DEC	16,820.00	
			11270	1/19/2026	LEGAL FEES DEC	10,051.00	
			11275	1/19/2026	LEGAL FEES DEC	3,042.50	
			11269	1/19/2026	LEGAL FEES DEC	2,025.16	
			11272	1/19/2026	LEGAL FEES NOV/DEC	1,198.07	
			11274	1/19/2026	LEGAL FEES DEC	122.00	55,210.73
7523	2/10/2026	dix01	DIXIELINE LUMBER CO 06-0628055	1/15/2026	TOOLS/EQUIP CS	236.12	
	Voucher:	7523	06-0629308	1/26/2026	OPERATING SUPP PW	73.22	
			06-0628903	1/21/2026	MAINT/REPAIR SUPP PW	45.45	
			06-0629312	1/26/2026	OPERATING SUPP PW	40.51	395.30
7524	2/10/2026	duk01	DUDEK 202510813	12/23/2025	SD LAGOON ENV SVCS NOV	34,685.00	
	Voucher:	7524	202506384B	10/2/2025	SD LAGOON ENV SVCS AUG	19,543.54	
			202510738	12/19/2025	SD LAGOON ENV SVCS NOV	18,548.61	72,777.15
7525	2/10/2026	esr01	ESRI 900186796	1/30/2026	ANNUAL SBSCRPTN/MAINT	3,150.00	3,150.00
	Voucher:	7525					
7526	2/10/2026	fer07	FERGUSON ENTERPRISES I 0898668	1/22/2026	WATER METER PARTS	2,986.22	
	Voucher:	7526	0899137	1/22/2026	WATER METER PARTS	2,859.42	5,845.64
7527	2/10/2026	ips02	IPS GROUP INC INV121101	1/31/2026	PRKG MTR TRANS FEE JAN	3,386.86	3,386.86
	Voucher:	7527					

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
7528	2/10/2026	kle01	KLEINFELDER	1570202	1/21/2026	CDM BRIDGE DEC	24,492.91	24,492.91
	Voucher:	7528						
7529	2/10/2026	nor13	NORTH COUNTY DISPATCH	202526-044	1/20/2026	DISPATCH FIRE - Q3	15,060.00	15,060.00
	Voucher:	7529						
7530	2/10/2026	pho01	PHOENIX GROUP INFO SYS`	122025036	1/21/2026	CITE SRVCS - DEC	9,591.34	
	Voucher:	7530	1220251036	1/21/2026	ADMIN CITE SRVCS - DEC	343.24	9,934.58	
7531	2/10/2026	pru01	PRUDENTIAL OVERALL SUP	132360656	1/23/2026	UNIFORMS PW 1/23	78.07	
	Voucher:	7531	132360654	1/23/2026	MATS PW - 1/23	20.84		
			132360655	1/23/2026	SHOP TOWELS PW - 1/23	4.41		
			131018609	12/9/2025	UNIFORMS RFND PW - 12/9	-41.96	61.36	
7532	2/10/2026	san12	SAN DIEGO COUNTY SHERII	01292026	1/29/2026	LAW ENF DEC	235,139.76	235,139.76
	Voucher:	7532						
Sub total for EFT GENERAL ACCOUNT US BANK:							450,030.25	

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
140693	2/10/2026	ago02	A GOOD ROOFER INC	63	1/22/2026	RAIN GUTTER REPAIRS-CH	14,848.00	14,848.00
		Voucher:	140693					
140694	2/10/2026	sbc03	AT&T	9391054486	1/20/2026	TELEPHONE JAN	187.07	
		Voucher:	140694	9391026230	1/20/2026	TELEPHONE JAN	63.56	
				9391031506	1/20/2026	TELEPHONE JAN	62.38	
				9391026231	1/20/2026	TELEPHONE JAN	62.38	
				9391026228	1/20/2026	TELEPHONE JAN	31.97	
				9391065056	1/27/2026	TELEPHONE JAN	30.41	
				9391065055	1/27/2026	TELEPHONE JAN	30.40	468.17
140695	2/10/2026	bab03	BABCOCK LABORATORIES, CA61208-10666	CA61208-10666	1/26/2026	WATER TESTING	575.00	575.00
		Voucher:	140695					
140696	2/10/2026	bad01	BADGER METER INC	1781950	1/22/2026	MAINT/REPAIR SUPP PW	2,127.83	2,127.83
		Voucher:	140696					
140697	2/10/2026	bor10	BORETTO+MERRILL CONSU 02022026	02022026	2/2/2026	PHCC EVENT RFND #2026-001	650.00	650.00
		Voucher:	140697					
140698	2/10/2026	cal91	CALIFORNIA BANK & TRUST. 01272026	01272026	1/27/2026	TC CONST RETENTION #3	18,761.00	18,761.00
		Voucher:	140698					
140699	2/10/2026	cal67	CALIFORNIA BUILDING STAN 02032026	02032026	2/3/2026	BLDG STNDRDS FEE OCT/DEC	252.00	252.00
		Voucher:	140699					
140700	2/10/2026	c&c01	CHARLES RELPH	2629	1/26/2026	QTLY WINDOW CLNG CH	1,650.00	1,650.00
		Voucher:	140700					
140701	2/10/2026	cha42	CHAUMET, ALBAN	01222026	1/22/2026	PERMIT FEE REFUND	3,495.95	3,495.95
		Voucher:	140701					
140702	2/10/2026	cit07	CITY OF SAN DIEGO	1000440514	1/23/2026	METRO SEWER Q3	5,647.00	5,647.00
		Voucher:	140702					
140703	2/10/2026	cul06	CRH CALIFORNIA WATER, IM 1507342	1507342	1/31/2026	WATER CH	22.00	22.00
		Voucher:	140703					
140704	2/10/2026	dep07	DEPT OF CONSERVATION 02032026	02032026	2/3/2026	SMIP FEES OCT/DEC	855.36	855.36
		Voucher:	140704					
140705	2/10/2026	dep04	DEPT. OF INDUSTRIAL RELA E 2247561 SD	2247561 SD	1/21/2026	ELEVATOR INSP CH	225.00	225.00
		Voucher:	140705					
140706	2/10/2026	des07	DESANTIS, MARIA	01222026	1/22/2026	OVERPMT RFND RPLCMT CK	56.00	56.00
		Voucher:	140706					
140707	2/10/2026	saf15	ENNIS JACKSON	1014	1/29/2026	CPR CLASS LFGDS	425.00	425.00
		Voucher:	140707					

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140708	2/10/2026	gal02	GALLS LLC	033651817	1/5/2026	UNIFORMS CS	185.25
	Voucher:	140708		033749770	1/14/2026	UNIFORMS CS	132.81
				033664625	1/6/2026	UNIFORMS CS	60.58
140709	2/10/2026	ats01	GARDA CL WEST LOCKBOX	10839042	2/1/2026	ARMORED SRVCS FEB	739.12
	Voucher:	140709					378.64
140710	2/10/2026	gol16	GOLDFARB & LIPMAN LLP	490486	1/16/2026	LEGAL FEES DEC	2,482.00
	Voucher:	140710					2,482.00
140711	2/10/2026	gra02	GRAINGER	9769627622	1/13/2026	OPERATING SUPP PW	93.36
	Voucher:	140711		9769627614	1/13/2026	OPERATING SUPP PW	7.81
140712	2/10/2026	lea01	LEAGUE OF CALIF CITIES	INV-45600-N7V4R	1/1/2026	MBRSHP 2026	3,045.00
	Voucher:	140712					3,045.00
140713	2/10/2026	mis13	MISSION COAST PLUMBING	2703	1/6/2026	PLUMBING SRVCS CS	250.00
	Voucher:	140713					250.00
140714	2/10/2026	mun12	MUNICIPAL RESOURCE GRF	260096	1/26/2026	EXEC COACHING DEC	1,650.00
	Voucher:	140714					1,650.00
140715	2/10/2026	mun10	MUNSCH HOMES CORPORA	01262026	1/26/2026	METER UPGRADE OCEANFRNT	84.63
	Voucher:	140715					84.63
140716	2/10/2026	pat10	PATHWAYS TO CITIZENSHIP	01282026	1/28/2026	PHCC EVENT RFND #2025-441	800.00
	Voucher:	140716					800.00
140717	2/10/2026	fir12	PAUL ROTTENBERG, DBA FI	2026-404	1/21/2026	FIRE STATS PROG JAN	125.00
	Voucher:	140717					125.00
140718	2/10/2026	pha02	PHARMALINK INC	1046485	1/12/2026	DISPOSAL PHARMACEUTICALS	150.00
	Voucher:	140718					150.00
140719	2/10/2026	san138	SAN DIEGO ELEVATOR & LIF	7102542	1/31/2026	LIFT MAINT CS	625.00
	Voucher:	140719		27523	1/21/2026	ELEVATOR REPAIR CH	598.00
140720	2/10/2026	sdg02	SAN DIEGO GAS & ELECTRI	0012 6209 1548 9	1/30/2026	UTILITIES JAN	121.68
	Voucher:	140720					121.68
140721	2/10/2026	san112	SAN DIEGO HUMANE SOCIE	FEB-26	2/1/2026	ANIMAL SRVCS FEB	4,388.00
	Voucher:	140721					4,388.00
140722	2/10/2026	san39	SANGIS/COUNTY OF SAN DI	2026REG_COP-0	1/23/2026	REG STORMWATER	2,590.00
	Voucher:	140722					2,590.00
140723	2/10/2026	sch69	SCHMIDT DESIGN GROUP IN	25-412.03	12/31/2025	LANDSCAPE CONSULT SHORES	11,908.00
	Voucher:	140723					11,908.00
140724	2/10/2026	sig12	SIGNA DIGITAL SOLUTIONS	AR-S341241	1/23/2026	QTRLY COPIER CH	1,716.82
	Voucher:	140724					1,716.82

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
140725	2/10/2026	sig12	SIGNA DIGITAL SOLUTIONS AR-S341238	1/23/2026	COPIER PW	489.48	489.48
		Voucher: 140725					
140726	2/10/2026	sig12	SIGNA DIGITAL SOLUTIONS 42469660	1/12/2026	COPIER PW JAN	138.74	138.74
		Voucher: 140726					
140727	2/10/2026	tcc01	TC CONSTRUCTION COMPA 01272026	1/27/2026	UUD - X1A CREST CNYN	356,459.00	356,459.00
		Voucher: 140727					
140728	2/10/2026	ver12	VERIZON 73583987	1/20/2026	TELEPHONE DEC	128.54	128.54
		Voucher: 140728					
140729	2/10/2026	ver03	VERIZON WIRELESS	872374736-00003	1/18/2026	TELEPHONE JAN	230.70
		Voucher: 140729		872374736-00004	1/18/2026	TELEPHONE JAN	226.05
				570653198-00006	1/18/2026	TELEPHONE JAN	186.16
				542070053-00002	1/20/2026	TELEPHONE JAN	169.34
				570653198-00009	1/18/2026	TELEPHONE JAN	60.64
				570653198-00007	1/18/2026	TELEPHONE JAN	38.01
							910.90
140730	2/10/2026	wax02	WAXIE'S ENTERPRISES, LLC 83752701	1/27/2026	JANITORIAL SUPPLIES	1,400.28	
		Voucher: 140730		83750214	1/26/2026	JANITORIAL SUPPLIES	856.36
				83744952	1/22/2026	JANITORIAL SUPPLIES	726.45
				83751945	1/27/2026	JANITORIAL SUPPLIES	49.82
							3,032.91
140731	2/10/2026	wes61	WESTPRO PLUMBING, INC 59007	1/22/2026	DRAIN CLEANING PW	1,062.50	1,062.50
		Voucher: 140731					
Sub total for GENERAL ACCOUNT US BANK:							444,033.44

56 checks in this report.

Grand Total All Checks: 894,063.69





City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 17, 2026

SUBJECT: Award of Construction Contract and Related Task Orders for the Jimmy Durante Boulevard Pavement Rehabilitation Project

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council:

- 1) Award a \$1,302,420 construction contract to Hazard Construction Engr LLC for the Jimmy Durante Boulevard Pavement Rehabilitation Project (Attachment A);
- 2) Award a \$157,265 Task Order to Dudek for Construction Management and Inspection Services (Attachment B);
- 3) Award a \$26,465 Task Order to NOVA Services, Inc for Geotechnical Services and Laboratory Testing (Attachment C);
- 4) Award a \$27,200 Task Order Amendment to Michael Baker International for Engineering Construction Support (Attachment D);
- 5) Approve a \$130,242 project contingency equal to 10% of the construction cost; and
- 6) Authorize the City Manager to execute the required documents and any construction change orders or task order amendments within the project contingency necessary to complete the work.

BACKGROUND:

In 2024, the City completed a comprehensive pavement condition assessment and prepared a five-year Pavement Management Plan (PMP) that created guidelines and a strategic approach to prioritize street repairs and guide funding decisions. Pavement network conditions are measured through the Pavement Condition Index (PCI), which is a numerical rating system used to assess the condition of a pavement segment based on visible surface distress.

City Council Action:

The highest possible PCI score is 100 (Excellent) and lowest possible PCI score is 0 (Failed). The citywide weighted PCI was determined to be 76, which is an overall “Good” condition rating. Del Mar’s PCI is comparatively higher than many of its neighboring jurisdictions, including the cities of San Diego (63) and Solana Beach (73). The City Council committed to funding a minimum of \$750,000 annually in street repairs with the goal of increasing the City’s weighted PCI to 80.5 by the end of a five-year period in 2029.

As identified in the PMP, Jimmy Durante Boulevard’s PCI ranges from 49 to 62, and most of the pavement has a “Poor” condition rating. Due to its low PCI and high vehicular, pedestrian, and bicycle usage, staff recommended pavement improvements to Jimmy Durante Boulevard (JDB) be prioritized early in the PMP schedule and funding was included in the Fiscal Year (FY) 2025-2026 budget to complete the project.

The project will complete pavement and traffic striping improvements to JDB between the San Dieguito River Bridge and the southern side of its intersection with Via de la Valle. This road segment is approximately three quarters of a mile and ranges in width from 40 feet to 112 feet. It includes multiple lanes in each direction, dedicated turn lanes, a striped median, and northbound and southbound bicycle lanes.

DISCUSSION/ANALYSIS:

In accordance with the City’s Municipal Code and Public Contract Code, Public Works staff facilitated a competitive public bidding process, which was initiated with an advertised Notice of Inviting Bids (NIB) on December 23, 2025. Staff held a public bid opening on January 28, 2026, and received eight (8) bids ranging from \$1,302,420 to \$1,885,411 as shown in Table A below.

Table A: Bid Results

Bidder Name	Bid Amount
Hazard Construction Engr LLC	\$1,302,420
Eagle Paving LLC	\$1,336,700
Romero General Construction	\$1,371,371
RJ Noble Company	\$1,499,520
Calmex Engineering	\$1,548,365
TC Construction	\$1,812,670
LCR Earthwork	\$1,862,300
Southland Paving Inc.	\$1,885,411
<i>For Reference: Engineer’s Estimate</i>	<i>\$2,755,000</i>

Public Contract Code Section 20162 requires that the City award the contract to the lowest responsive and responsible bidder. Staff evaluated Hazard Construction Engr LLC (Hazard)’s bid of \$1,302,420 (Attachment E) and determined it to be the lowest responsive and responsible bidder. Staff has validated the bid, ensured the contractor has capacity to complete the project, and recommends awarding the construction contract to Hazard.

Bids received were much lower than the engineer’s estimate of \$2,755,000, resulting in significant General Fund savings totaling approximately \$1,800,000 that can be reallocated to other Capital Improvement Program projects. Staff will be reviewing other needed pavement improvements or opportunities to accelerate pavement work that has already been identified for future years to recommend to the Council for consideration during the upcoming Goals & Priorities Workshop.

Staff investigated the inconsistency between the engineer’s estimate and the bid results by reaching out to the San Diego Public Works contracting community and received consistent feedback that a recent slowdown in Federal Public Works Project spending has forced local contractors to lower/eliminate profit margins to stay in business. MBI’s unit cost information from prior bids preceded the recent Federal spending slowdown. Therefore, even though the engineer’s estimate was higher than the bid results, the strong response from eight reputable contractors supports staff’s recommendation to award the contract to Hazard as the lowest responsive bidder.

In addition, staff recommends issuing a \$157,265 Task Order to Dudek for Construction Management and Inspection Services (Attachment B); a \$26,465 Task Order to NOVA for Geotechnical Services (Attachment C); and a \$27,200 Task Order Amendment to Michael Baker International (MBI) for Engineering Support Services during construction (Attachment D). These task orders will provide specialty oversight of field activities to ensure that the City receives a product that meets quality expectations and is completed on time. The City has as-needed agreements in place with Dudek, NOVA, and MBI, who will bill hourly for the services provided up to the not-to-exceed limit established in the task orders.

The total estimated project cost through project completion is \$1,706,741 as shown in Table B below. This amount includes a contingency of \$130,242 for change orders due to unforeseen field conditions or other unanticipated costs during construction.

Table B: Project Expenditures

	AMOUNT
<i>Engineering Design (MBI) – previously approved</i>	\$57,300
Construction (Hazard Construction Engineering)	\$1,302,420
Construction Management (DUDEK)	\$157,265
Engineering Support Services (MBI)	\$27,200
Geotechnical Observation and Materials Testing (NOVA)	\$26,465
Construction Contingency (10%)	\$130,242
Total Project Cost	\$1,700,892

Funding for the project has been included in the adopted FY 2025-2026 Operating and Capital Budget. A total of \$3.5 million was allocated to the project from several funding sources, including the General Fund, SB-1, TransNet, Measure Q, State and Local Fiscal Recovery Funds (SLFRF), and Regional Transportation Congestion Improvement Program (RTCIP).

Table C: Project Funding

FUNDING SOURCE	TOTAL PROJECT FUNDING	ANTICIPATED PROJECT EXPENDITURE
General Fund	\$2,209,040	\$409,932
SB-1 Road Maintenance and Rehabilitation Account	\$307,150	\$307,150
TransNet	\$649,000	\$649,000
Measure Q	\$136,500	\$136,500
State and Local Fiscal Recovery Funds (SLFRF)	\$162,310	\$162,310
Regional Transportation Congestion Improvement Program (RTCIP)	\$36,000	\$36,000
TOTAL	\$3,500,000	\$1,700,892

Pending City Council approval and contract execution, a Notice to Proceed will be issued for the project. Construction is estimated to be completed by June 2026 before the San Diego County Fair and opening day of the Del Mar Thoroughbred Club’s Summer Race Season.

FISCAL IMPACT:

Council approval of the recommended action will authorize up to \$1,700,892 in project expenditures.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Pavement Rehabilitation Project is a Tier 1 City Council priority item.

ATTACHMENTS:

- Attachment A – Contract with Hazard Construction Engr LLC for the Jimmy Durante Boulevard Pavement Rehabilitation Project
- Attachment B – Task Order with DUDEK for Construction Management and Inspection Services
 - Exhibit A - DUDEK Scope of Work and Fee
- Attachment C – Task Order with NOVA for Geotechnical Services
 - Exhibit A – NOVA Scope of Work and Fee
- Attachment D – Task Order Amendment with Michael Baker International for Engineering Services during Construction
 - Exhibit A – Michael Baker International Scope of Work and Fee
- Attachment E – Hazard Construction Engr LLC’s Bid

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

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

RECITALS

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **Jimmy Durante Boulevard Pavement Rehabilitation Project** hereinafter referred to as the "Project."

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

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

1. CONTRACTOR'S OBLIGATIONS.

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

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

- 1.4 The Contractor shall maintain throughout the full term of this Contract all professional certifications and licenses required in order to comply with all City, State, and Federal laws in the performance of this Contract.
- 1.5 The Contractor shall pay wages to the Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Department of Industrial Relations of the State of California. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor, from Director of the Department of Industrial Relations. These rates are available online with the California Department of Industrial Relations (www.dir.ca.gov). The Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. The Contractor shall comply with the provisions of Sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

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

2. SECURITY FOR CONTRACTOR'S PROMISE TO PERFORM.

- 2.1 For contracts above \$25,000, the Contractor shall post and maintain during the full term of this Contract security for Contractor's promise to perform this Contract in the following forms and amounts:
- A. The amount of the performance security shall be 100% of bid amount.
- B. The form of the security shall be one of the following:
1. Cash;
 2. Cashier's check made payable to the City;
 3. A certified check made payable to the City;
 4. A bond, executed by an approved surety insurer using the Performance Bond form found herein or a substitute form acceptable to and approved by the City, made payable to the City; or
 5. The Contractor may elect to deposit securities of a value equivalent to the amount of the performance security in accordance with the provisions of section 22300 of the Public Contract Code. The City will make the final determination as to the value of the posted securities.
- 2.2 The City shall retain five percent (5%) of each payment due the Contractor under this Contract until completion and acceptance of the Project. The Contractor may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of Section 22300 of the Public Contract Code and thereby become entitled to receive one hundred percent (100%) of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.
- 2.3 For contract amounts above \$25,000, the Contractor shall file a payment bond using the Payment Bond form found herein or a substitute form acceptable to and approved by the City, in the amount of 100% of bid amount, with and subject to the approval of the Director of Public Works in accordance with Civil Code section 3247.

3. CONTRACT AMOUNT AND SCHEDULE.

- 3.1 The City agrees to pay and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule attached hereto as **Attachment B** and incorporated by reference as full compensation for furnishing all materials, performing all work, and

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

- 3.2 Contractor agrees to complete the Work on Jimmy Durante Boulevard Pavement Rehabilitation Project in a time period not to exceed **SEVENTY FOUR (74) calendar days** per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice To Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

4. TERMINATION OF CONTRACT.

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

5. STATUS OF THE CONTRACTOR.

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

6. SUBCONTRACTING.

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

7. ASSIGNMENT OF CONTRACT.

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

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

8. VERBAL AGREEMENT OR CONVERSATION.

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

9. DISPUTES.

- 9.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.
- 9.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.
- 9.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.
- 9.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:
- A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.
- B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:
1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.
 2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

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3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.
- C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:
1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.
 2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.
 3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.
 4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directive as appropriate; or, (3) written declaration of a party that it will no longer participate in further mediation proceedings.
- D. If mediation is unsuccessful, as a prerequisite to filing suit, the Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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Code. For purposes of those provisions, the period of time within which a claim must be filed shall begin from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

10. HOLD HARMLESS.

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

11. RESPONSIBILITY FOR DAMAGE.

- 11.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, and for five years thereafter, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions.
- 11.2.1 **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with an aggregate of **\$4,000,000**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

- 11.2.2 **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- 11.2.3 **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 11.2.4 **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- 11.3 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 11.4 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.
- 11.5 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better.
- 11.6 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.
- 11.7 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.
- 11.8 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.
- 11.9 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.
- 11.10 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City and its officers, consultants, agents, volunteers, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary and non-

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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contributory insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

- 11.11 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.
- 11.12 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11 of this Contract.

12. NOTICES.

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

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

Hazard Construction Engr LLC
Attn: Jason A. Mordhorst, President
10529 Vine Street
Lakeside, CA 9240
jmordhost@hazardconstruction.com

13. LIQUIDATED DAMAGES; EXTENSION OF TIME.

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **one thousand dollars (\$1,000) per day** for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 3 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

14. PERFORMANCE.

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

15. CONTRACT AUTHORITY OVER PROPOSAL.

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

16. CONTRACT DOCUMENTS.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

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

1. Notice Inviting Bid(s)
2. Information and Instructions for Bidders
3. Proposal
4. Contract
5. Worker's Compensation Certificate
6. Performance Bond
7. Payment Bond
8. Modifications to the Standard Specifications: General Provisions, Construction Materials, Construction Methods, Existing Improvements, Temporary Traffic Control, Landscaping and Irrigation, and Special Provisions
9. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
10. Addenda and approved Change Orders

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

17. ATTACHMENTS.

The following Contract Documents are attached hereto:

- A. Scope of Work
- B. Proposal/Bid Schedule/Schedule of Values
- C. Worker's Compensation Certificate
- D. Performance Bond
- E. Payment Bond

18. NON-DISCRIMINATION.

18.1 Contractor shall ensure that Contractor and its Subcontractors shall not deny the Contracts' benefits to any person on the basis of race, color, religion, ancestry, familial status, national origin, genetic information, ethnic group identification, marital status, age, gender, gender identity, gender expression sex, sexual orientation, source of income, age, medical condition, physical handicap or disability, mental disability, political affiliation, military or veteran status, or position in a labor dispute, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, familial status, genetic information, physical handicap or disability, mental disability, medical condition, marital status, age, gender, gender identity, gender expression, sex, sexual orientation, source of income political affiliation, military or veteran status, or position in a labor dispute. The Contractor shall ensure and its Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

18.2 The Contractor shall ensure that the Contractor and its Subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0 11000 et seq.) the provisions of Article 9.5, Chapter 1, Part

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1, Division 3, Title 2 of the Government Code (sections 11135-11139.85) and any regulations promulgated thereunder.

18.3 The Contractor shall ensure that the Contractor and its Subcontractors shall not knowingly give preferential treatment of any kind whatsoever in connection with any business transaction related to the Contract to any of its affiliates or to any business enterprise in which the Contractor has any financial interest, but in such business transactions shall deal at all times with such affiliates and enterprises on the same basis as though the Contractor were dealing with any other parties.

18.4 The Contractor shall ensure that the Contractor and its Subcontractors shall, with respect to the Contract, give written notice of their obligations under this section to labor organizations representing employees of the Contractor and any contractor or subcontractor performing work on the Contract which have a collective bargaining or other contract with the Contractor, such contractor or subcontractor.

18.5 The Contractor shall ensure that the Contractor and its subcontractors shall include the provisions of this section in all subcontracts to perform work with respect to the Contract.

19. CALIFORNIA LAW; VENUE/MISCELLANEOUS.

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

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

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

21. NO WAIVER.

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

22. SEVERABILITY.

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

23. CONFLICTS BETWEEN TERMS.

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

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

24. SIGNING AUTHORITY.

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

25. CONTRACT REQUIREMENTS UNDER FEDERAL AWARDS

- 25.1 If this Contract is purchased under federal funds, additional provisions shall apply as described in Appendix II to 2 CFR §200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and are hereby incorporated by reference.
- 25.2 If this Contract is purchased under federal-aid funds, additional provisions shall apply as described in Federal Highway Administration (FHWA) Form 1273, and are hereby incorporated by reference.

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

CITY OF DEL MAR,
a municipal corporation

HAZARD CONSTRUCTION ENGR LLC
a California Corporation

By: _____
Ashley Jones, City Manager

By: _____
Jason A. Mordhorst, President

Date: _____

Date: _____

APPROVED AS TO FORM:

Christina Cameron, City Attorney

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

**ATTACHMENT A – SCOPE OF WORK (PLANS AND SPECIFICATIONS AS PROVIDED
IN APPENDIX A)**

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

ATTACHMENT B – CONTRACTOR’S PROPOSAL/BID SCHEDULE

I/We agree to construct the City of Del Mar JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT, for the price listed on this proposal sheet.

BID SCHEDULE

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	GREENBOOK PAYMENT SECTION
GENERAL						
1	Mobilization, Demobilization and Cleanup (10% Maximum of Total Base Bid)	1	LS	130,000	130,000	7-3.4
2	Storm Water Pollution Prevention and Erosion Control (Includes SWPPP Development & Implementation)	1	LS	10,000	10,000	3-12.6.5
3	Traffic Control and Construction Staging	1	LS	85,100	85,100	3-12.4.3
4	Record Drawing ("As-Built") Plans (Stipulated Amount)	1	LS	\$1,500	\$1,500.00	3-7.4
GENERAL SURFACE IMPROVEMENTS						
5	Adjust Existing Sewer Manhole to Finish Grade	3	EA	350.00	1,050	301-1.7
6	Adjust Existing Storm Drain Manhole to Finish Grade	1	EA	400.00	400	301-1.7
7	Adjust Existing Water Valve Cover to Finish Grade	20	EA	100.00	2,000	301-1.7
8	Adjust Existing Well Monument (M-10) Cover to Grade	5	EA	200.00	1,000	3-10.4/400-3
9	AC Removal and Replacement "Localized Dig-Outs"	36,000	SF	6.50	234,000	302-5.10.2
10	Traffic Striping and Pavement Markings	1	LS	115,000	115,000	315-1.2

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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11	Grind 1-1/2" Existing AC Pavement (Cold Milling)	105,000	SF	0.30	31,500 ⁻	302-1.12
12	Grind 2-1/2" Existing AC Pavement (Cold Milling)	231,000	SF	0.32	73,920 ⁻	302-1.12
13	Variable depth Asphalt Concrete Pavement	4,800	TN	125.00	600,000 ⁻	302-5.9
14	Class 2 Aggregate Base	330	CY	35.00	11,550 ⁻	301-2.4
15	Traffic Loops	8	EA	600.00	4,800 ⁻	307-17.7.7
16	Bicycle Sensitive Loop	1	EA	600.00	600.00	307-17.7.7

Total Base Bid of Project in Numbers = 1,302,420.00

Base Bid of Project in Words: One million three hundred two thousand Dollars
and Four hundred twenty dollars Cents

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

ATTACHMENT C - WORKER'S COMPENSATION CERTIFICATE

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

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

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

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

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

BOND NO.(optional): _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

BOND NO. _____

ATTACHMENT D - PERFORMANCE BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation ("City") on the ____ day of _____, 20____, awarded to **[Name of Contractor]** ("Principal") a contract for the work described as **Jimmy Durante Boulevard Pavement Rehabilitation Project**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$.....) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation costs and expenses incurred by City in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20____.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-in-Fact

NOTE: (a) Signature of those executing for Surety must be properly acknowledged.

(b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to within this instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
FOR JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

BOND NO. _____

ATTACHMENT E - PAYMENT BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation (hereinafter designated as City), on ____ day of _____, 20__ awarded to:

_____ (hereinafter designated as the Principal) a contract for the work described as follows:

JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT

WHEREAS, said Principal is required by Chapter 5, Title 3, Part 6, Division 4 (including, specifically, Section 9550) of the California Civil Code to furnish a bond in connection with said contract.

NOW THEREFORE, We, the Principal, and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by City under the terms of the above-referenced contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, pursuant to Section 9554 of the California Civil Code, if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the California Revenue and Taxation Code, with respect to such work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the City and Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his claim. Surety hereby waives notice of any such change, extension of time, addition, alteration or modification herein mentioned.

This bond is executed by Surety to and shall comply with the provisions of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-in-Fact

(Attach required acknowledgements)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND HAZARD CONSTRUCTION ENGR LLC
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to within this instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CITY OF DEL MAR

February 17, 2026

Dudek
 Attn: Joseph Monaco
 687 S. Coast Highway 101, Suite 110
 Encinitas, CA 92024
jmonaco@dudek.com

SENT VIA EMAIL

**RE: TASK ORDER & NOTICE TO PROCEED FOR THE JIMMY DURANTE BLVD
 PAVEMENT REHABILITATION PROJECT– (ACCOUNT 40.7000.7009)**

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed Construction Management and Inspection Services Agreement between the City of Del Mar and Dudek (Consultant), the term for which is October 21, 2024, to October 27, 2027.

Consultant shall execute tasks related to the Jimmy Durante Blvd Pavement Rehabilitation Project as described in the Consultant's proposal included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **\$157,265** unless a task order amendment is authorized by the City Manager for extended consulting services. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and shall be completed by June 30, 2026, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A.

The primary contact for this Task Order and invoicing is Karen Falk, Principal Engineer, who can be reached at kfalk@delmar.ca.us and 858-375-9533. Please sign and return a copy of this Task Order electronically through OneSpan, the City's electronic document routing program. Please contact Senior Management Analyst Kseniia Izgarskaia at kizgarskaia@delmar.ca.us or (858) 375-9560 with any questions about executing this Task Order.

Approved by:
 City of Del Mar

Accepted by:
 Dudek

 Ashley Jones
 City Manager

Date

 Joseph Monaco
 President/CEO

Date

cc: Joe Bride, Public Works Director
 Karen Falk, Principal Engineer
 Polly Robertson, Management Analyst

Exhibit A: Dudek Services Scope of Work

City of Del Mar

Construction Management and Inspection Services for Jimmy Durante Blvd Pavement Rehabilitation Project

DUDEK - FEE ESTIMATE

1/28/2026

Task	Description	LABOR HOURS	LABOR HOURS	LABOR HOURS	LABOR SUBTOTAL	DIRECT COSTS	TOTAL BUDGET
	Team Member	Dudek Construction Manager	Dudek Inspector	Dudek Labor Compliance			
	Billable Rate	\$185.00	\$165.00	\$130.00			
1.0	Preconstruction Services						
1.1	Preconstruction Meeting	4	0	2	\$ 1,000	\$ -	\$ 1,000
	Task 1 Subtotal:	4	0	2	\$ 1,000	\$ -	\$ 1,000
2.0	Construction Services (75 Working Days)						
2.1	Project Management	75	0	0	\$ 13,875	\$ -	\$ 13,875
2.2	Daily Inspection and Reports	0	640	0	\$ 105,600	\$ -	\$ 105,600
2.3	Progress Meetings	12	0	0	\$ 2,220	\$ -	\$ 2,220
2.4	RFI Processing	10	0	0	\$ 1,850	\$ -	\$ 1,850
2.5	Submittal Processing	20	0	0	\$ 3,700	\$ -	\$ 3,700
2.6	Progress Payments	8	0	0	\$ 1,480	\$ -	\$ 1,480
2.7	Labor Compliance	0	0	65	\$ 8,450	\$ -	\$ 8,450
2.8	Change Orders	40	0	0	\$ 7,400	\$ -	\$ 7,400
	Task 2 Subtotal:	165	640	65	\$ 144,575	\$ -	\$144,575
3.0	Project Completion and Closeout (1 month)						
3.1	Punch list and Record Drawings	0	40	0	\$ 6,600	\$ -	\$ 6,600
3.2	Prepare Final Change Order and Payment	20	0	0	\$ 3,700	\$ -	\$ 3,700
3.3	Prepare Closeout Documents and Turnover Electronic Project Files	4	0	5	\$ 1,390	\$ -	\$ 1,390
	Task 3 Subtotal:	24	40	5	\$ 11,690	\$ -	\$ 11,690
					NOT-TO-EXCEED GRAND TOTAL:		\$ 157,265
	Hours Total	193	680	72			
	Hours per week Avg.	13	43	4			

Our proposed fee is based on a 75 working day project duration project with 1 month of closeout. Dudek will bill only actual hours worked per day on a time and material basis.



CITY OF DEL MAR

February 17, 2026

NOVA Services, Inc.
 Attn: Danny J. Barnett, President
 4373 Viewridge Avenue, Suite B
 San Diego, CA 92123
djbarnett@usa-nova.com

SENT VIA EMAIL

**RE: TASK ORDER & NOTICE TO PROCEED FOR THE JIMMY DURANTE BLVD
 PAVEMENT REHABILITATION PROJECT– (ACCOUNT 40.7000.7009)**

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed Geotechnical Services Agreement between the City of Del Mar and NOVA Services, Inc. (Consultant), the term for which is November 19, 2022, to November 19, 2027.

Consultant shall execute tasks related to the Jimmy Durante Blvd Pavement Rehabilitation Project as described in the Consultant's proposal included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **\$26,465** unless a task order amendment is authorized by the City Manager for extended consulting services. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and shall be completed by June 30, 2026, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A.

The primary contact for this Task Order and invoicing is Karen Falk, Principal Engineer, who can be reached at kfalk@delmar.ca.us and 858-375-9533. Please sign and return a copy of this Task Order electronically through OneSpan, the City's electronic document routing program. Please contact Senior Management Analyst Kseniia Izgarskaia at kizgarskaia@delmar.ca.us or (858) 375-9560 with any questions about executing this Task Order.

Approved by:
 City of Del Mar

Accepted by:
 NOVA Services, Inc.

 Ashley Jones Date
 City Manager

 Danny J. Barnett Date
 President

cc: Joe Bride, Public Works Director
 Karen Falk, Principal Engineer
 Polly Robertson, Management Analyst

Exhibit A: NOVA Services, Inc. Services Scope of Work

AUTHORIZATION TO PERFORM SERVICES

Karen Falk | Principal Engineer
 City of Del Mar Public Works Department
 2240 Jimmy Durante Boulevard
 Del Mar, California 92014

February 4, 2026

Project: Jimmy Durante Boulevard Pavement Rehabilitation
 Del Mar, California

Dear Karen:

This agreement is between NOVA Services, Inc., herein referenced as (NOVA) and The City of Del Mar, herein referenced as (Client).

The following is an estimate of the work to be performed and associated fees.

Estimated Fees

GEOTECHNICAL STAFF, REPORTS, AND LABORATORY TESTING			
GEOTECHNICAL SERVICES	Quantity	Per Hour / Each	Total
Soil Technician - per hour	120	\$ 138.00	\$ 16,560.00
Staff Geologist - per hour	4	\$ 160.00	\$ 640.00
Nuclear Density Gauge, per day	20	\$ 45.00	\$ 900.00
Geotechnical Supervisor - per hour	4	\$ 140.00	\$ 560.00
Senior Engineer/Geologist - per hour	4	\$ 210.00	\$ 840.00
Subtotal:			\$ 19,500.00
LABORATORY TESTING	Quantity	Per Hour/Each	Total
Compaction Curve - each	4	\$ 285.00	\$ 1,140.00
Sieve Analysis, with Wash - each	4	\$ 160.00	\$ 640.00
Sand Equivalent, each	2	\$ 105.00	\$ 210.00
Atterberg Limits, each	2	\$ 235.00	\$ 470.00
Hveem Stability and Unit Weight - each	8	\$ 385.00	\$ 3,080.00
Subtotal:			\$ 5,540.00
ESTIMATED GEOTECHNICAL OBSERVATION AND TESTING SUBTOTAL:			\$ 25,040.00
PROJECT SUPPORT SERVICES			
Word Processing/Administration	3	\$ 75.00	\$ 225.00
Monthly MetaField Reporting - per month	3	\$ 400.00	\$ 1,200.00
ESTIMATED PROJECT SUPPORT SERVICES SUBTOTAL:			\$ 1,425.00
ESTIMATED PROJECT TOTAL:			\$ 26,465.00


This is a time and materials estimate. NOVA is assuming 74 calendar days of construction during which time NOVA technicians and inspectors will be on site periodically for earthwork, asphalt, and concrete testing and observation. The total quantities of our services will be directly dependent on the contractor's schedule. Our services will be billed in accordance with the First Amendment to the Professional Services Agreement for As-Needed Geotechnical Services dated November 20, 2025, between the City of Del Mar and NOVA Services, Inc.

A 4-hour minimum will be charged for all field assignments. Time over 4 hours will be rounded up to the nearest hour. The attached terms and conditions are to be incorporated herein. It is agreed that the above


work is to be performed for Client's account and that Client will be billed on a time and materials basis at the herein quoted rates as said work progresses.

NOVA appreciates the opportunity to be of continued service. Should you have any questions regarding this authorization or other matters, please do not hesitate to contact the undersigned at 858.292.7575.

Respectfully submitted,
NOVA Services, Inc.



Dave Wozniak
Operations Manager



Andrew K. Neuhaus, CEG
Senior Engineering Geologist



CITY OF DEL MAR

February 17, 2026

Michael Baker International
Attn: Tim Thiele, PE
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
thiele@mbakerintl.com

SENT VIA EMAIL

RE: TASK ORDER AMENDMENT & NOTICE TO PROCEED FOR THE JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT– (ACCOUNT 40.7000.7009)

The City previously issued a Task Order (TO) with Michael Baker International (MBI) on September 22, 2025, for Improvement Plans for the Jimmy Durante Boulevard (JDB) Pavement Rehabilitation Project. This TO amendment and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the As-Needed Civil Engineering, Traffic Engineering, and Development Review Services Agreement between the City of Del Mar and MBI (Consultant), the term for which is December 8, 2025, to December 8, 2028.

Consultant shall execute tasks related to the construction and engineering support services for JDB Pavement Rehabilitation Project as described in the Consultant’s proposal included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **\$27,200** unless a task order amendment is authorized by the City Manager for extended consulting services. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and shall be completed by June 30, 2026, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A.

The primary contact for this Task Order and invoicing is Karen Falk, Principal Engineer, who can be reached at kfalk@delmar.ca.us and 858-375-9533. Please sign and return a copy of this Task Order electronically through OneSpan, the City’s electronic document routing program. Please contact Senior Management Analyst Kseniia Izgarskaia at kizgarskaia@delmar.ca.us or (858) 375-9560 with any questions about executing this Task Order Amendment.

Approved by:
City of Del Mar

Accepted by:
Michael Baker International

Ashley Jones Date
City Manager

Tim Thiele Date
Vice President

cc: Joe Bride, Public Works Director
 Karen Falk, Principal Engineer
 Polly Robertson, Management Analyst

Exhibit A: Michael Baker International Construction Support Services Scope of Work

February 3, 2026

Karen Falk, PE
Principal Engineer
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

Re: Jimmy Durante Boulevard Pavement Rehabilitation and Restriping

Subject: Proposal for Task Order Amendment (Amendment 1; Construction Support Services)

Dear Karen:

Pursuant to your request, the Michael Baker International team is pleased to provide you with this Task Order Amendment 1, outlining the scope of services and fee estimate for the above-mentioned project.

Below is a summary breakdown of the tasks we would undertake to provide construction support for the pavement rehabilitation and restriping on Jimmy Durante Boulevard. A detailed scope of services is attached, and fee estimate is provided below.

Our staff is ready to commence upon your approval of our scope of services. If you have any questions about this scope of services or fee estimate, please feel free to contact me at 760-603-6260.

Sincerely,



Geoffrey Retemeyer, PE, TE
Project Manager

City of Del Mar As-Needed Professional Services Agreement Pavement Rehabilitation and Restriping on Jimmy Durante Blvd Proposal for Task Order Amendment 1 – Construction Support Services

Scope of Services

This scope for Task Order Amendment 1 has been prepared in response to the City's request for Michael Baker International to provide construction support for the Jimmy Durante Pavement Rehabilitation and Restriping Project.

Task 7: Construction Support

Michael Baker and Zone Traffic Engineering will provide technical support to the City's project manager during the construction phase of the project. Michael Baker will answer questions and provide clarification to the plans, review and respond to submittals, shop drawings, and RFIs. This task will include bid documents clarifications and assistance, attendance at a pre-construction meeting, or other tasks as requested by the City Project Manager. It is anticipated that Michael Baker and Zone Traffic Engineering will utilize staff disciplines including civil engineering and traffic engineering.

This task does not budget for major contract change orders. If major contract change orders are required, due to unforeseen circumstances, Michael Baker shall discuss the level of effort and budget required with the City and scope separately as time and materials.

The budget estimates a construction support duration of three months and estimates the following hourly breakdown;

- Project Manager: 20 Hours
- Senior Engineer: 36 Hours
- Design Engineer: 75 Hours

The hour allocation above is an estimate. Michael Baker will notify the City once 80% of this task budget has been expended.

Deliverables;

Attendance at construction meetings as needed, submittal reviews and responses, request for information (RFI) responses, and possible improvement plan revisions as necessary in accordance with the estimated budget above.

Task 8: Project Close Out (As-Builts)

Michael Baker and Zone Traffic Engineering will assist with final project close-out items with the city. This task includes developing the project's Record/As-Builts Drawings from redlines received from the City's construction team. This task will be initiated only when receiving approvals from the City Project Manager.

Deliverables;

As-Built record drawings to the City of Del Mar.

City of Del Mar
February 3, 2026

EXHIBIT B

Compensation

Michael Baker proposes to complete the work outlined in Scope of Services and invoice the City monthly on a percentage of completion basis in accordance with the following cost estimate:

Task Order Amendment 1 PROPOSED COSTS

Task 7: Construction Support	\$23,800
Task 8: Project Close Out (As-Builts)	\$2,900
Reimbursables	\$500
Task Order Amendment 1 TOTAL:	<u>\$27,200</u>

Task Order Information

Original Task Order Amount:	\$57,300
Task Order Addendum 1 Amount:	\$27,200
Total Task Order Amount:	\$84,500

City of Del Mar
February 3, 2026

EXHIBIT C

Assumptions Used in Scope Development

- Potholing is excluded from this scope of work
- Geotechnical Reports and/or investigations are not included in this scope.
- Construction Staking is not included in this scope.
- All other services not explicitly outlined in the scope above are excluded.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

PROPOSAL SUBMITTED BY:

Name of Bidder Hazard Construction Engr LLC
Business Address 10529 Vine Street
Lakeside, CA. 92040

The undersigned Bidder proposes and agrees, if this Bid is accepted by the Owner, to enter into a contract with the Owner in the form of agreement included in the Contract Documents to complete all Work as specified or indicated under the Contract including Addenda Nos. 1, 2, and ___; and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. Bidder will enter into a contract within fifteen (15) calendar days after receipt of the agreement forms from the Owner, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the Owner within fifteen (15) days after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the Contractor listed herein is licensed to perform Work in the State of California according to the Contractor's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15 (e). Any bid not containing this information, or bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

The bidder's execution of the signature portion of this bid shall also constitute an endorsement and execution of those certificates and attachments which are a part of this bid.

In addition, the undersigned bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

BID PROPOSAL TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF JIMMY DURANTE BLVD PAVEMENT REHABILITATION PROJECT

I/We agree to construct the City of Del Mar JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT, for the price listed on this proposal sheet.

BID SCHEDULE

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	GREENBOOK PAYMENT SECTION
GENERAL						
1	Mobilization, Demobilization and Cleanup (10% Maximum of Total Base Bid)	1	LS	130,000	130,000 ⁻	7-3.4
2	Storm Water Pollution Prevention and Erosion Control (Includes SWPPP Development & Implementation)	1	LS	10,000	10,000 ⁻	3-12.6.5
3	Traffic Control and Construction Staging	1	LS	85,100	85,100 ⁻	3-12.4.3
4	Record Drawing ("As-Built") Plans (Stipulated Amount)	1	LS	\$1,500	\$1,500.00	3-7.4
GENERAL SURFACE IMPROVEMENTS						
5	Adjust Existing Sewer Manhole to Finish Grade	3	EA	350.00	1,050 ⁻	301-1.7
6	Adjust Existing Storm Drain Manhole to Finish Grade	1	EA	400.00	400 ⁻	301-1.7
7	Adjust Existing Water Valve Cover to Finish Grade	20	EA	100.00	2,000 ⁻	301-1.7
8	Adjust Existing Well Monument (M-10) Cover to Grade	5	EA	200.00	1,000 ⁻	3-10.4/400-3
9	AC Removal and Replacement "Localized Dig-Outs"	36,000	SF	6.50	234,000 ⁻	302-5.10.2
10	Traffic Striping and Pavement Markings	1	LS	115,000	115,000 ⁻	315-1.2

Addendum 1 for Jimmy Durante Boulevard Pavement Rehabilitation Project

11	Grind 1-1/2" Existing AC Pavement (Cold Milling)	105,000	SF	0.30	31,500 ⁻	302-1.12
12	Grind 2-1/2" Existing AC Pavement (Cold Milling)	231,000	SF	0.32	73,920 ⁻	302-1.12
13	Variable depth Asphalt Concrete Pavement	4,800	TN	125.00	600,000 ⁻	302-5.9
14	Class 2 Aggregate Base	330	CY	35.00	11,550 ⁻	301-2.4
15	Traffic Loops	8	EA	600.00	4,800 ⁻	307-17.7.7
16	Bicycle Sensitive Loop	1	EA	600.00	600.00	307-17.7.7

Total Base Bid of Project in Numbers = 1,302,420.00

Base Bid of Project in Words: One million three hundred two thousand Dollars

and Four hundred twenty dollars Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

BID SCHEDULE NOTES:

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Bid Schedule of Values. **Description of Bid Items included in Modifications to the Standard Specifications “Greenbook” Part 1 – General Provisions, Item 7-6 – Bid Items.**

Bids are to be submitted for every item on Bid Schedule. The amount of the bid for comparison purposes will be the total Base Project Bid Price. The bidder shall set forth for each unit basis item of Work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The City of Del Mar reserves the right to vary the estimated quantities in accordance with the percentages listed in each section of the Special Provisions – Technical Provisions, Part 4 – Measurement and Payment. If no percentage is given, the quantities shall not vary more than plus or minus 25 percent in accordance with the Standard Specifications.

The Contractor is required to maintain and guarantee bid prices for a period of 60 days after bid opening.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Schedule of Values.

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.

SUBCONTRACTORS: The Bidder shall provide the information requested on the following pages for each subcontractor who will perform Work under this contract in excess of one-half of one percent of the total bid price. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of the General Provisions that require that not less than 50 percent of the Work shall be performed with the bidders own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that failure to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent of the bid, shall be deemed that the Bidder has agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices Act (Section 4100 et seq. of the California Government Code).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

DESIGNATION OF SUBCONTRACTORS

If no subcontractors are to be employed for the portions of Work described, enter the word "None." If Bidder proposes to subcontract any portion of Work not described below, provide information description labeled "Other." Attach additional sheets if necessary.

Licensed professionals, including engineers, land surveyors, geologists, and geophysicists, acting solely in their professional capacity, are not required to be listed as subcontractors in the subcontractor table.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number
Traffic Striping & Pavement Marking		Superior Pavement Markings LLC 5312 Cypress St. Cypress, CA 90630	CSLB # 1141887 DIR # 2000015240
Traffic Striping & Pavement Marking	9.5%	Precision Striping 545 W. Bradley Ave. El Cajon, CA 92020	CSLB # 1026547 DIR # 1000051515
Crack Seal	1.5%	MD Rubberized Crackfill LLC 32 Rancho Circle Lake Forest, CA 92630	CSLB # 986686 DIR # 1000006438

JAM

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 5. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Information for Items 6 through 7 shall be furnished by the low bidder within three days of request by the City.

- (1) Contractor's name and address: Hazard Construction Engr LLC
10529 Vine Street, Lakeside, CA. 92040
- (2) Contractor's telephone number: 858-587-3600
- (3) Contractor's license: Primary classification: A
State License No.: 1038899 Expiration date: 5/31/2026
Supplemental classifications held, if any: C31
- (4) Name of person who inspected site(s) of proposed Work for your firm:
Name: Tom Wyer Date of Inspection: 1/15/26
- (5) Name of the person authorized to sign the Contract:
Name: Jason A. Mordhorst Position Title: President
Contact email: jmordhorst@hazardconstruction.com Contact Phone: 858-587-3600
- (6) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.
- (7) Upon request, submit a general description of the plan to accomplish the Work and a proposed schedule.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the Contractor must conform to all requirements of the Specifications and Drawings. The bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the Owner.

<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1. <u>Asphalt Concrete</u>	<u>Vulcan Materials</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal state or local government project because of a violation of law or a safety regulation?

YES _____ NO X

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**CONTRACTOR'S CERTIFICATION OF AWARENESS
OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

AFFIDAVIT OF NONCOLLUSION

As required by California Public Contracts Code section 7106, the Contractor has submitted as Attachment E the affidavit of non-collusion, which is attached hereto and incorporated herein as though fully set forth at length.

NOTE: The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire, Statement and Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BI - 14

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Hazard Construction Engr LLC

as Principal and Nationwide Mutual Insurance Company
as Surety, are held and firmly bound unto the **CITY OF DEL MAR**, as **Owner** in the penal sum of (10% of
bid) ten percent of total bid

_____ Dollars, (\$ ^{10% of} total bid) for each payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 6th day of January, 20 26.

The condition of the above obligation is such that whereas the Principal has submitted to **THE CITY OF DEL MAR**, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT

NOW THEREFORE,

- (a) If such Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

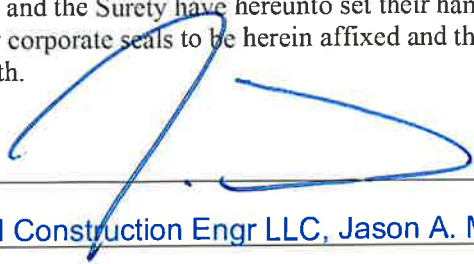
Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein states.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension. The Surety agrees that if the City commences litigation to collect amounts due under this bond, the Surety shall pay, in addition to the amount of the Bond, all reasonable attorney fees and costs incurred by the City.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
JIMMY DURANTE BOULEVARD PAVEMENT REHABILITATION PROJECT**

GUARANTY/BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be herein affixed and these presents to be signed by their officers, the day and year first set forth.



Hazard Construction Engr LLC, Jason A. Mordhorst, President

BY: 

Nationwide Mutual Insurance Company, Kyle King, Attorney-in-Fact

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

See attached Acknowledgment

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 20__

before me _____ a Notary Public in and
for said County and State personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ Corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as Attorney-In-Fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.

NOTE: The Attorney-In-Fact must attach a certified copy of the Power of Attorney

Notary Public in and for the County of _____
State of California

BI - 17

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ALEX KARANIWAN; BILL BODENSTADT; HANNAH MCGARVEY; KYLE KING; TRAVIS PEARSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Kam]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of

January, 2026

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

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 San Diego
County of _____)

On 1/4/26 before me, Barbara Jacob, Notary
(insert name and title of the officer)

personally appeared Kyle King
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

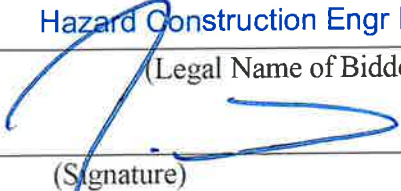
Signature *Barbara Jacob* (Seal)



BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: Hazard Construction Engr LLC
 (Legal Name of Bidder)

by:  Jason A. Mordhorst, President
 (Signature) (Title)

Dated Jan 7, 20 26 at Lakeside, CA

Business Address: 10529 Vine Street

Lakeside, CA. 92040

Telephone: 858-587-3600

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

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 San Diego
County of _____)

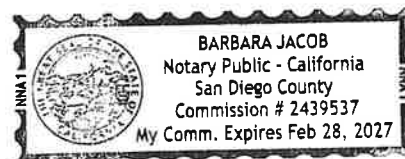
On 1/7/26 before me, Barbara Jacob, Notary
(insert name and title of the officer)

personally appeared Jason A. Mordhorst
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**Secretary's Certificate
Hazard Construction Engr, LLC**

The undersigned, Emmanuel C. Gavino, Secretary of Hazard Construction Engr, LLC, a California limited liability company ("Hazard Construction Engr") which is a wholly-owned subsidiary of Hazard Construction Company, a California Corporation (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at the annual meeting of the Board of Directors of the Corporation on the seventh day of April 2025, and that such resolutions have not been amended or modified and continue to be in full force and effect as of the seventh day of April 2025:

RESOLVED, that Hazard Construction Engr execute and deliver certain contracts in the form required.

FURTHER RESOLVED, that the President, or the Executive Vice President, or in their absence, the Vice Presidents, or in their absence, the Secretary/Chief Financial Officer, of Hazard Construction Engr be and hereby is authorized and empowered in the name and on behalf of Hazard Construction Engr to execute contracts and to deliver the contracts on behalf of Hazard Construction Engr and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of Hazard Construction Engr this seventh day of April 2025.


Secretary



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Kaitlyn Elliott-Norgrove, Special Projects and Programs Manager
Nestor Machado, Associate Management Analyst
Via Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Authorization to Apply for State Grant Funds in Support of the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Adopt a Resolution authorizing the City Manager to apply for California Ocean Protection Council SB 1 Sea Level Rise Adaptation Grant Program funds (Attachment A); 2) Adopt a Resolution authorizing the City Manager to apply for State Coastal Conservancy Grant Program funds (Attachment B); and Authorize the City Manager to approve and execute all agreements and related documents necessary for both grant opportunities.

BACKGROUND:

The San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project, herein referred to as the San Dieguito Lagoon Shoreline Project (Project), is a City Council work plan priority for Fiscal Years 2025-2026 and 2026-2027. The Project, which will make important shoreline protection improvements along the San Dieguito Lagoon in a manner consistent with the City's 2018 Sea Level Rise Adaptation Plan, is being implemented in partnership with the San Dieguito River Park Joint Powers Authority (JPA) to effectively and efficiently utilize public funds for improvements along the San Dieguito Lagoon.

City staff are proactively working to identify funding sources to facilitate the completion of this important Project. Funds secured to date include \$500,000 in discretionary state funds secured in partnership with Assemblymember Tasha Boerner and \$1,031,000 in federal Community Project funding stewarded by Congressman Mike Levin. The JPA has also secured \$1,300,000 in California State Parks Department funds. While nearly \$3,000,000 has been raised for the Project, staff anticipates that at least an additional \$7,000,000 is necessary to fully fund this critical infrastructure project, components of which include necessary flood protection improvements that achieve FEMA's "no-rise" standard; relocation of the Public Works Facility office structure outside of the Floodway; native vegetation restoration and habitat enhancements; and improved public trail access and recreational amenities along both sides of the river.

City Council Action:

DISCUSSION/ANALYSIS:

City staff are preparing two grant applications in support of the San Dieguito Lagoon Shoreline Project:

1. California Ocean Protection Council (OPC) SB 1 Sea Level Rise Adaptation Grant Program

The OPC SB 1 Sea Level Rise Adaptation Grant Program provides support to local, regional, and tribal governments for sea level rise adaptation planning and implementation projects. Recently, OPC released the Sea Level Rise Implementation Project Solicitation (Track 2), which is funded with Proposition 4 Climate Bond revenue. Through this competition, a total of \$7,000,000 is available. OPC anticipates the minimum grant award will be \$500,000, while the maximum award may be \$2,500,000. The City seeks the full grant award of \$2,500,000. Letters of intent (LOI) are due by Friday, February 20, 2026; invitations to submit full proposals are anticipated by Friday, March 20, 2026. Full proposals are due June 5, 2026. OPC's recommendations for award are anticipated in late September 2026.

2. California State Coastal Conservancy Grant Program

The City also seeks funding for the San Dieguito Lagoon Shoreline Protection Project through the California State Coastal Conservancy grant program. The Coastal Conservancy prioritizes projects that restore and protect the California coast, expand access to it, and enhance resilience to climate change. The Coastal Conservancy will fund most stages of a project including feasibility studies, project planning and design, environmental review, permitting, and construction. While there are no maximum or minimum grant amounts for this funding, it is anticipated that most grants will be between \$200,000 and \$5,000,000. The City will seek the maximum award of \$5,000,000. This grant is awarded on a rolling basis, and the process begins with a pre-application.

In addition to the grant request amounts exceeded the \$60,000 signing authority of the City Manager, the City Council is being asked to approve the accompanying resolutions to authorize the City Manager to submit all related grant materials and execute any grant agreements to facilitate the timely submittal of all grant materials.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions. Should the City receive grant funding through these opportunities, staff will return to the City Council in Fiscal Year 2026-2027 to appropriate potential grant awards and recommend necessary budget adjustments.

ENVIRONMENTAL IMPACT:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not

have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Implementation of the project is a Tier II City Council priority work plan item for Fiscal Years 2025-2026 and 2026-2027.

ATTACHMENTS:

Attachment A – SB 1 Resolution

Attachment B – Coastal Conservancy Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CALIFORNIA OCEAN PROTECTION COUNCIL SB 1 SEA LEVEL RISE ADAPTATION GRANT PROGRAM FUNDS

WHEREAS, the City of Del Mar is committed to completing the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project, which is a City Council priority and critical infrastructure project; and

WHEREAS, the California Ocean Protection Council SB 1 Sea Level Rise Adaptation Grant Program provides support to local, regional, and tribal governments for sea level rise adaptation planning and implementation projects; and

WHEREAS, the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project is eligible for the California Ocean Protection Council SB 1 Sea Level Rise Adaptation Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the City Council authorizes the City Manager, or the City Manager's designee, to submit an application and all related materials for the California Ocean Protection Council SB 1 Grant Program, and to approve and execute, on behalf of the City of Del Mar, all agreements and related documents necessary and proper for the grant.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 17th day of February, 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPLY FOR CALIFORNIA STATE COASTAL CONSERVANCY GRANT PROGRAM FUNDS

WHEREAS, the City of Del Mar is committed to completing the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project, which is a City Council priority and critical infrastructure project; and

WHEREAS, the California State Coastal Conservancy Grant Program prioritizes projects that restore and protect the California coast, expand access to it, and enhance resilience to climate change; and

WHEREAS, the San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project is eligible for the California State Coastal Conservancy Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that the City Council authorizes the City Manager, or the City Manager's designee, to submit an application and all related materials for the California State Coastal Conservancy Grant Program, and to approve and execute, on behalf of the City of Del Mar, all agreements and related documents necessary and proper for the grant.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 17th day of February, 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 17, 2026

SUBJECT: Task Order Amendment with Michael Baker International to Update the Phase 2 Engineering Design and Cost Estimate for the San Dieguito Drive Improvement Project in Preparation for the Bid Process

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a \$16,520 Task Order Amendment (Attachment A) with Michael Baker International (MBI) to proceed with Phase 2 Design Updates and Bid Support for the San Dieguito Drive Improvement Project; 2) Approve a \$5,000 contingency; and 3) Authorize the City Manager to execute the Task Order Amendment and any subsequent amendments within the contingency.

BACKGROUND:

San Dieguito Drive is an approximately 1,000 linear foot private road with public access in the City of Del Mar that extends from the intersection of San Dieguito Drive and Racetrack View Drive to Oribia Road. Currently, San Dieguito Drive is in a deteriorated condition and in need of repair. On June 17, 2024, residents on San Dieguito Drive and Oribia Road voted to approve the San Diego Drive Improvement Project Assessment District to fund the resident's proportionate share of the project's cost with the City funding the balance. The San Dieguito Drive Improvement Project (SDD Project) consists of the construction of a new road section with a standard centerline crown with 16 feet of asphalt and 3.5-foot concrete rolled curbs for an improved width of 23 feet and a minimum 20 feet of travel-way for public safety vehicle access.

At the completion of design for Utility Undergrounding District X1A (Crest Canyon), the City initiated a competitive public bidding process for the City's construction activities related to Crest Canyon as the base bid and the SDD Project as the alternate bid item. This approach was consistent with the City's goal of bidding and constructing these projects together to achieve anticipated cost savings, improve efficiency, and minimize impacts on property owners. However, on September 8, 2025, when awarding the Crest Canyon construction contract, the City Council did not approve the alternate bid for the SDD Project due to the high cost.

City Council Action:

After evaluating the alternate bid submitted by the selected contractor for Crest Canyon in comparison to the engineer's estimate and the lowest alternate bid, staff did not recommend awarding the alternate bid to complete the SDD Project as part of Crest Canyon.

DISCUSSION/ANALYSIS:

Because the SDD Project was not awarded in conjunction with Crest Canyon, staff will now proceed with a standalone bid. Construction of the SDD Project is anticipated to begin following substantial completion of Work Zone 1 of the Crest Canyon Project. In preparation for the separate bid process, staff recommends a \$16,520 Task Order Amendment with MBI to update the SDD Project improvement plans and engineer's estimate.

The improvement plan updates include removal of the emergency storm drain work currently in progress and revisions to the driveway design at 1604 San Dieguito Drive, which is the most significantly impacted driveway based on updated site conditions since the original survey was conducted. In addition, staff recommends a \$5,000 contingency to cover any additional services that may be required from MBI prior to construction contract award.

MBI will also assist the City during the bid phase of the process by answering bidders' questions, performing a site walk, updating the engineer's estimate, and making minor modifications to project specifications, if needed.

FISCAL IMPACT:

There is no fiscal action to be taken by the City Council related to this agenda item. Sufficient funds are available in the project budget to cover the cost of the recommended Phase 2 task order amendment work totaling \$16,520.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

San Dieguito Drive is listed as a Tier 2 City Council priority for Fiscal Years 2025-2026.

ATTACHMENTS:

Attachment A – Michael Baker International Task Order Amendment
Exhibit A to Attachment A – MBI Improvement Updates and Bid Support Services
Scope of Work



CITY OF DEL MAR

February 17, 2026

Michael Baker International
 Attn: Tim Thiele
 5050 Avenida Encinas, Suite 260
 Carlsbad, CA 92008
 TThiele@mbakerintl.com

SENT VIA EMAIL

RE: TASK ORDER AMENDMENT & NOTICE TO PROCEED FOR IMPROVEMENT UPDATES AND BID SUPPORT FOR SAN DIEGUITO DRIVE IMPROVEMENT PROJECT– (ACCOUNT 40.7000.7048)

The City previously issued a Task Order (TO) with Michael Baker International (MBI) on September 5, 2023 for Phase 2 of the San Dieguito Drive Improvement Project, and subsequently issued a TO amendment on April 1, 2024. This TO Amendment and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed civil engineering, traffic engineering, and development review services Agreement between the City of Del Mar and Michael Baker International, Inc. (Consultant), the term for which is December 8, 2025, to December 8, 2028.

Consultant shall execute tasks related to the improvement updates and bid support for the San Dieguito Drive Improvement Project as described in the Consultant's proposal dated January 27, 2026, included as Exhibit A to this Task Order. The project cost for this Task Order Amendment shall not exceed **\$16,520**, unless a task order amendment is authorized by the City Manager for extended consulting services. The project schedule shall commence upon execution of this Task Order/Notice to Proceed, and shall be completed by July 1, 2026, to the satisfaction of the Public Works Director, in accordance with the proposed Scope of Work included in Exhibit A.

The primary contact for this Task Order and invoicing is Martin Boyd, Principal Engineer, who can be reached at mboyd@delmar.ca.us and (858) 375-9531. Please sign and return a copy of this Task Order electronically through OneSpan, the City's electronic document routing program. Please contact Senior Management Analyst Kseniia Izgarskaia at kizgarskaia@delmar.ca.us or (858) 375-9560 with any questions about executing this Task Order Amendment.

Approved by:
 City of Del Mar

Accepted by:
 Michael Baker International

 Ashley Jones
 City Manager

Date

 Tim Thiele
 Vice President

Date

cc: Joe Bride, Public Works Director; Martin Boyd, Principal Engineer; Polly Robertson, Management Analyst

Exhibit A: MBI Improvement Updates and Bid Support Services Scope of Work



We Make a Difference

January 27, 2026,

Joe Bride
Public Works Director / City Engineer
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

**Re: City of Del Mar As-Needed Professional Services Agreement
Proposal for Improvement Updates and Bid Support for San
Dieguito Drive Improvement Project**

Dear Joe:

Pursuant to your request, Michael Baker has provided you with scope of services for Construction Support for the San Dieguito Drive Improvement Project. Below is a summary breakdown of the tasks we would undertake to ensure the successful completion of the San Dieguito Drive Improvement Project through Construction Support and Civil Engineering Services. A detailed scope of services and cost estimate is attached.

Our staff is ready to commence the City Engineering Services upon your approval of our scope of services. If you have any questions about this scope of services and cost estimate, please feel free to contact me at 760-603-6243.

Sincerely,

A handwritten signature in blue ink that reads "Tim Thiele".

Tim Thiele, PE
Contract Manager

MTBAKERINTL.COM

5050 Avenida Encinas, Suite 260 | Carlsbad, CA 92008
Office: 760.476.9193 | Fax: 760.476.9198

City of Del Mar As-Needed Professional Services Agreement Proposal for Improvement Updates and Bid Support for San Dieguito Drive Improvement Project

Scope of Services

Michael Baker will perform Improvement updates, provide bid support and additional Professional Civil Engineering Services for the San Dieguito Drive Improvement Project for the City of Del Mar.

Task 1: Updated Improvement Plans & Engineer's Estimate

Michael Baker will update the Improvement Plans and Engineer's Estimate to reflect the removal of a previously proposed storm drain inlet and pipe. These items are being installed under an emergency work order currently underway and are no longer required as part of this project.

Updates to the Improvement plans include changes to Demolition, Roadway Plan & Profile, Storm Drain Plan & Profile, Grading, and Erosion Control Plans, along with removal of Phase 1 & 2 of Traffic Control Plans. Engineer's Estimate will be updated to correlate with revisions within the Improvement Plans and within Task 2 (see below).

Deliverables

- *Updated Improvement Plans*
- *Updated Engineer's Estimate*

Task 2: Updated Driveway Design at 1604 San Dieguito Drive

Michael Baker completed survey and design of Improvements to San Dieguito Drive and the above-mentioned driveway in 2022. Subsequently, the owner significantly modified the driveway, adding new curb and pavement.

Michael Baker will prepare an updated driveway design to reflect the current existing conditions shown at the driveway of 1604 San Dieguito Drive. This updated design will include the following:

- *Updated survey data at the driveway of 1604 San Dieguito Drive*
- *Updated driveway design with new cross gutter and curb tie-ins*
- *Updated Cost Estimate quantities*

Deliverables

- *Updated driveway design containing new cross gutter and curb tie-ins at 1604 San Dieguito Drive Driveway with new survey data.*
- *Updated Improvement Plans*

Task 3: Bid Support

Michael Baker will aid the City of Del Mar during the bid phase of the project. Michael Baker will answer questions the Contractor(s) may have during the bid process, perform a site walk, updated estimate, minor modifications to the specifications per City request.

Assumptions Used in Scope Development

- Construction Staking is not included in this scope.
- Geotechnical Reports and/or investigations is not included in this scope.
- Environmental Monitoring is excluded in this scope.
- Construction Support for the Overall City Paving Project is excluded in this scope.
- All other services not explicitly outlined in the scope above are excluded.

Fee Estimate

Michael Baker proposes to complete the work outlined in Scope of Services and invoice the City monthly on a percentage of completion basis in accordance with the following fee estimate:

ITEM	WORK TASK	FEE
Task 1	Updated Improvement Plans & Engineer's Estimate.....	\$7,150.00
Task 2	Updated Driveway Design at 1604 San Dieguito Drive.....	\$4,110.00
Task 3	Bid Support.....	\$4,960.00
	Direct Costs/Reimbursables.....	\$300.00
	ESTIMATE TOTAL	\$16,520.00



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Maggie Jones, Management Analyst
Jon Edelbrock, Director of Community Services
Via Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Second Reading and Adoption of an Ordinance Amending Del Mar Municipal Code Section 8.04 to Regulate the Digging of Hazardous Holes on the Public Beach

REQUESTED ACTIONS/RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance (Attachment A) that would amend Chapter 8.04, Beaches, Waterways and Parks, by adding Section 8.04.100, Digging of Hazardous Holes on a Public Beach, to the Del Mar Municipal Code (DMMC) regulating the excavation of hazardous holes on Del Mar public beaches.

DISCUSSION/ANALYSIS:

On February 3, 2026, the City Council conducted a public hearing and voted unanimously to introduce an Ordinance (Attachment A) that would amend Chapter 8.04 of the Del Mar Municipal Code (DMCC) that regulates beaches, waterways, and parks. The Ordinance adds Section 8.04.100 to the DMMC to establish a regulatory framework governing hazardous sand excavation on Del Mar public beaches. The Ordinance defines prohibited activities and establishes enforceable standards intended to reduce safety risks, maintain beach access, and ensure responsible use of the beach environment.

Key provisions include the prohibition of holes exceeding two (2) feet in depth, the burial of individuals below sand grade, the digging of holes for waste disposal, and unattended or unfilled excavations. These activities are associated with significant safety concerns such as collapse hazards, obstruction to public access, impediments to emergency vehicles and beach maintenance operations, and the potential for suffocation or injury.

The Ordinance reflects similar regulatory approaches adopted by other coastal jurisdictions including Los Angeles County, and the cities of Imperial Beach, Newport Beach, Laguna Beach, and Huntington Beach that have varying regulations including depth limits, burial prohibitions, and refill requirements. The Ordinance shares common policy objectives and operational alignment while being custom to the Del Mar beach environment and enforcement abilities.

City Council Action:

The Ordinance also establishes an enforcement and accountability framework including assigning responsibility to parents or guardians when minors engage in prohibited excavation activities. Enforcement will be provided by Community Services Department staff through education via public signage and verbal contacts; warnings; and administrative citations for non-compliance, as authorized under Chapter 1.08 of the DMMC. Each violation is to be treated as a separate offense, allowing for an appropriate response based on the circumstance. Before implementation of the Ordinance, Community Services Department staff will notify and educate the public through announcements in the *Del Mar Weekly Newsletter*, updates to the City's website, and public signage.

If the City Council adopts the Ordinance at its February 17, 2026, meeting, it would take effect thirty (30) days after adoption.

FISCAL IMPACT:

There is no fiscal impact or action required related to this agenda item.

ENVIRONMENTAL IMPACT:

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

ATTACHMENTS:

Attachment A –Ordinance Regulating the Digging of Hazardous Holes on the Public Beach

ORDINANCE No. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADDING CHAPTER 8.04.100 TO THE DEL MAR MUNICIPAL CODE REGULATING THE DIGGING OF HAZARDOUS HOLES ON THE PUBLIC BEACH

WHEREAS, the City of Del Mar (City) enacted Title 8 of the Del Mar Municipal Code (DMMC) to regulate beaches, waterways, and parks; and

WHEREAS, violations of DMMC Title 8 provisions are generally punishable as infractions, unless otherwise expressly stated; and

WHEREAS, the City has seen an increase in the digging of hazardous holes and burying of individuals in beach sand within the City; and

WHEREAS, the City Council desires to adopt provisions regulating beach excavation activities to protect public health and safety and maintain reasonable recreational use of the beach; and

WHEREAS, the City Council further desires to establish enforceable measures to reduce safety hazards and provide effective and consistent enforcement mechanisms.

NOW, THEREFORE, the City Council of the City of Del Mar, California, does hereby ordain as follows:

SECTION ONE:

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

SECTION TWO:

That a new chapter 8.04.100 be added to the Del Mar Municipal Code as follows:

Chapter 8.04.100 – Digging of Hazardous Holes on a Public Beach

- A. No person shall dig, excavate, or cause to be dug any hole in the beach sand prohibited by subsections 1-5:
1. Any hole that exceeds two (2') feet in depth; or that may create a potential hazard to public safety equipment, public safety personnel, or other beach users.
 2. It shall be unlawful to bury any person below the sand grade level in a manner that may endanger the person's health or safety, pose a danger to other beach users, public safety personnel or public safety equipment.
 3. It shall be unlawful to dig a hole of any size for the purposes of disposing of any waste or discarded product.
 4. All holes dug by beach users shall not be left unattended by the responsible adult.

5. All beach holes dug, regardless of size, shall be filled prior to leaving the beach area.
 - a) The parents of any minor who engages in digging holes greater than two (2') feet shall be held liable for each violation committed by the minor under this Chapter.
 - b) Any violation of this Chapter shall be enforced through the administration citation program set forth in Chapter 1.10 of the Del Mar Municipal Code.
 - c) Each violation of this Chapter shall be considered a separate offense
 - d) Severability – If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this chapter is, for any reason, held to be invalid or unconstitutional by any court or competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The City Council hereby declares that it would have adopted the ordinance codified in this chapter and each section, subsection, subdivision, paragraph, sentence, clause, phrase and portion of this chapter irrespective of the fact that one or more, sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional. To this end, the provisions of this chapter are declared severable.

SECTION THREE:

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

SECTION FOUR:

This Ordinance was introduced by the City Council on February 3, 2026.

SECTION FIVE:

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

SECTION SIX:

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

SECTION SEVEN:

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a regular meeting held on the 17th day of February 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Ordinance No. XXXX, which has been published pursuant to law, and adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Sarah Krietor, Administrative Services Manager/City Clerk
Kseniia Izgarskaia, Senior Management Analyst
Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Interim Fire Prevention Staffing and Amendment to Cost Sharing Agreement with the City of Solana Beach for Fire Transition Management Services

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council: 1) Approve a Resolution (Attachment A) amending the Compensation Plans for Fire Employees to add a Fire Marshal position and for Miscellaneous, Part-Time, Temporary and Hourly Employees to add a Fire Prevention Technician position; 2) Approve the First Amendment to the Cost Sharing Agreement (Attachment B) with the City of Solana Beach to add provisions related to Interim Fire Prevention positions; and 3) Authorize the City Manager to negotiate and execute the final the amendment and fill interim, part-time fire prevention positions on a temporary basis.

BACKGROUND:

The cities of Encinitas, Del Mar, and Solana Beach have partnered to consolidate fire management services under a Cooperative Management Services Agreement (COOP) since 2009. In June 2025, the Encinitas City Council voted unanimously to exit the COOP effective March 31, 2026. Under the COOP arrangement, the City of Encinitas provides fire prevention services to all three agencies, including a shared Fire Marshal position. The City of Del Mar currently has no in-house fire prevention staff, and the City of Solana Beach's Fire Prevention Specialist position is vacant, with a recruitment underway.

Since receiving notice of the City of Encinitas's planned departure from the COOP, the cities of Del Mar and Solana Beach have worked diligently and cooperatively to explore alternative options for fire management services and have partnered on the fire management transition.

On January 20, 2026, the Del Mar City Council approved an Interim Cost Sharing Agreement with the City of Solana Beach for Fire Management Transition Services, which includes cost sharing for an Interim Fire Chief and Management Analyst employed by the City of Solana Beach (Attachment C). Under the cost sharing agreement, the Interim Fire Chief is assisting both agencies with the recruitment of a permanent fire chief, preparing for Encinitas' exit from the COOP, and development of a recommended fire management structure for shared services, including fire prevention.

City Council Action:

Fire Prevention services include inspections, investigations, education and community outreach, plan review for certain discretionary development projects, AB 38 Defensible Space Inspections, and related activities. It is important to note that both Del Mar and Solana Beach use third party building service contractors for routine plan review including fire code compliance and only certain discretionary or more complex projects require Fire Marshal review.

DISCUSSION/ANALYSIS:

While the City of Del Mar's fire prevention needs are modest, the services provided by a Fire Marshal and fire prevention support staff are essential. To ensure continuity of fire prevention services during the fire management transition, staff recommends the City Council adopt a Resolution (Attachment A) adding Fire Marshal and Fire Prevention Technician positions to the City's Compensation Plans and approve the First Amendment to the Cost Sharing Agreement with the City of Solana Beach (Attachment B) to add provisions related to fire prevention positions.

Approval of these actions will allow staff to hire interim, part-time fire prevention staff on a temporary basis and to share those costs with the City of Solana Beach while ensuring continued high level service to the community. The costs for these services will be paid by the cities based on actual hours of service, there will be no percentage cost share. Interim fire prevention staff will track their hours worked for each city.

A more permanent arrangement for fire management services will be explored as part of the development of a new Cooperative Agreement for Fire Management Services between the cities of Del Mar and Solana Beach, which will return to the City Council for consideration during the first half of 2026. Additionally, the cities will complete a Request for Qualifications process to retain a qualified consultant to analyze long-term fire management needs and service delivery options, such as formation of a Joint Powers Authority (JPA) for fire department services between the two cities, partnering with other outside agencies, etc. in fiscal year 2026-2027 or based on timing determined by the participating agencies. These processes will include establishing a permanent structure for fire prevention staff positions and services.

FISCAL IMPACT:

Interim, part-time fire prevention staffing is estimated to cost approximately \$26,940 for the remainder of Fiscal Year 2025–2026. Funding for these interim positions, along with other fire management transition-related costs, will be addressed through a proposed budget adjustment presented to the City Council as part of the Mid-Year Budget Update in March 2026.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

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

ATTACHMENTS:

- Attachment A– Resolution Amending the Compensation Plans for Fire Employees and Miscellaneous, Part-Time, Temporary and Hourly Employees
- Attachment B– First Amendment to Interim Cost Sharing Agreement
- Attachment C– Interim Cost Sharing Agreement

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AMENDING THE COMPENSATION PLANS FOR FIRE EMPLOYEES AND MISCELLANEOUS, PART-TIME, TEMPORARY AND HOURLY EMPLOYEES

WHEREAS, on January 20, 2026, the City Council approved an Interim Cost Sharing Agreement with the City of Solana Beach for Fire Management Transition Services, which included several shared staff positions assisting both agencies with the recruitment of a permanent fire chief and development of a recommended fire management structure for shared management services; and

WHEREAS, it has been determined that there is a current need to hire additional shared temporary staff on a part-time basis, which could include a Fire Marshal and a Fire Prevention Technician, to provide interim fire prevention services; and

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

WHEREAS, to provide the City with flexibility to hire one or both part-time positions in the future, the Fire Marshal and Fire Prevention Technician positions must be added to the City's publicly available, City Council approved compensation plan; and

WHEREAS, the City Council has been presented with and has reviewed the compensation plans for Fire, and Miscellaneous, Part-Time, Temporary and Hourly employees as presented in Exhibits "A" and "B" to this resolution.

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

1. The above recitals are true and correct.
2. The City Council does hereby approve the amended compensation plan for Fire Employees as shown in Exhibit "A" to the Resolution.
3. The City Council does hereby approve the amended compensation plan for Miscellaneous, Part-Time, Temporary and Hourly employees as shown in Exhibit "B" to the Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 17th day of February, 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Acting City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

**CITY OF DEL MAR
FIRE EMPLOYEE COMPENSATION PLAN
SALARY INCREASE 3.0%**

EFFECTIVE JULY 1, 2025

POSITION TITLE	RANGE	ANNUAL SALARY	
Fire Marshal*	F530		
-Hourly		74.0432 -	90.0000
-Bi-Weekly		5,923.46 -	7,200.00
-Monthly		12,834.16 -	15,600.00
-Annual		154,009.90 -	187,200.00
Administrative Fire Battalion Chief	F519		
-Hourly		50.1800 -	60.9941
-Bi-Weekly		5,620.16 -	6,831.34
-Monthly		12,177.01 -	14,801.24
-Annual		146,124.16 -	177,614.83
Fire Battalion Chief	F510		
-Hourly		45.8816 -	55.7693
-Bi-Weekly		5,138.74 -	6,246.16
-Monthly		11,133.93 -	13,533.36
-Annual		133,607.12 -	162,400.29
Fire Captain	F480		
-Hourly		35.1878 -	42.7710
-Bi-Weekly		3,941.03 -	4,790.35
-Monthly		8,538.91 -	10,379.09
-Annual		102,466.88 -	124,549.13
Fire Engineer	F465		
-Hourly		30.3676 -	36.9120
-Bi-Weekly		3,401.17 -	4,134.15
-Monthly		7,369.21 -	8,957.32
-Annual		88,430.50 -	107,487.82
Firefighter/Paramedic	F462		
-Hourly		29.9297 -	36.3798
-Bi-Weekly		3,352.13 -	4,074.53
-Monthly		7,262.95 -	8,828.16
-Annual		87,155.36 -	105,937.88

** Added on 2/17/2026 by Resolution 2026-xx

**CITY OF DEL MAR
FIRE EMPLOYEE COMPENSATION PLAN
SALARY INCREASE 3.0%**

EFFECTIVE JULY 1, 2025

POSITION TITLE	RANGE	A	B	C	D	E
Fire Marshal	F530					
-Hourly		74.0432	77.7454	81.6327	85.7143	90.0000
-Bi-Weekly		5,923.46	6,219.63	6,530.61	6,857.14	7,200.00
-Monthly		12,834.16	13,475.87	14,149.66	14,857.14	15,600.00
-Annual		154,009.90	161,710.40	169,795.92	178,285.71	187,200.00
Administrative Fire Battalion Chief	F519					
-Hourly		50.1800	52.6890	55.3234	58.0896	60.9941
-Bi-Weekly		5,620.16	5,901.17	6,196.23	6,506.04	6,831.34
-Monthly		12,177.01	12,785.86	13,425.16	14,096.41	14,801.24
-Annual		146,124.16	153,430.37	161,101.88	169,156.98	177,614.83
Fire Battalion Chief	F510					
-Hourly		45.8816	48.1756	50.5844	53.1136	55.7693
-Bi-Weekly		5,138.74	5,395.67	5,665.46	5,948.73	6,246.16
-Monthly		11,133.93	11,690.62	12,275.15	12,888.91	13,533.36
-Annual		133,607.12	140,287.47	147,301.85	154,666.94	162,400.29
Fire Captain	F480					
-Hourly		35.1878	36.9472	38.7946	40.7343	42.7710
-Bi-Weekly		3,941.03	4,138.09	4,344.99	4,562.24	4,790.35
-Monthly		8,538.91	8,965.85	9,414.14	9,884.85	10,379.09
-Annual		102,466.88	107,590.23	112,969.74	118,618.22	124,549.13
Fire Engineer	F465					
-Hourly		30.3676	31.8860	33.4803	35.1543	36.9120
-Bi-Weekly		3,401.17	3,571.23	3,749.79	3,937.28	4,134.15
-Monthly		7,369.21	7,737.67	8,124.55	8,530.78	8,957.32
-Annual		88,430.50	92,852.02	97,494.62	102,369.36	107,487.82
Firefighter/Paramedic	F462					
-Hourly		29.9297	31.4262	32.9975	34.6474	36.3798
-Bi-Weekly		3,352.13	3,519.74	3,695.72	3,880.51	4,074.53
-Monthly		7,262.95	7,626.09	8,007.40	8,407.77	8,828.16
-Annual		87,155.36	91,513.12	96,088.78	100,893.22	105,937.88

**CITY OF DEL MAR
MISCELLANEOUS, PART-TIME, TEMPORARY AND HOURLY EMPLOYEES
SALARY INCREASE 3.0%**

EFFECTIVE JULY 1, 2025

POSITION TITLE	Grade	A	B	C	D	E
Student Lifeguard *	700	\$17.40 (no steps)				
Seasonal Lifeguard I*	709	20.79	21.82	22.92	24.06	25.26
Seasonal Lifeguard II *	710	26.13	27.44	28.81	30.25	31.76
Seasonal Worker I *	704	18.19	19.10	20.05	21.06	22.11
Seasonal Worker II *	713	20.87	21.91	23.01	24.16	25.36
Minutes Clerk I/Clerical Asst/Planning	700	18.19	19.10	20.05	21.06	22.11
Minutes Clerk II	712	20.20	21.21	22.27	23.38	24.55
On-Call Clerical/Secretarial Aide	700	18.19	19.10	20.05	21.06	22.11
Code Enforcement Clerk	712	20.20	21.21	22.27	23.38	24.55
Intern I	700	\$17.40 (no steps)				
Intern II	701	18.99	19.94	20.94	21.99	23.09
Fire Prevention Technician**	720	39.66	41.64	43.73	45.92	48.20

The positions listed below are currently inactive, but remain on the salary schedule in the event that the City wishes

Student Firefighters 600 17.40

Student Paramedics 600 17.40

Call Firefighters 601 17.40

*Employees in these positions will receive one and a half times (1.5x) their normal hourly rate for all hours worked on all designated City holidays.

** Added on 2/17/2026 by Resolution 2026-xx

**FIRST AMENDMENT TO THE COST SHARING AGREEMENT BETWEEN
THE CITY OF SOLANA BEACH AND THE CITY OF DEL MAR
FOR FIRE MANAGEMENT TRANSITION SERVICES**

THIS FIRST AMENDMENT to the Agreement (First Amendment) is made and entered into effective the 17th day of February, 2026, by and between the City of Solana Beach and the City of Del Mar (herein referred to as "Cities").

RECITALS

WHEREAS, on January 5, 2026, the City and Consultant entered into an Agreement (Agreement), by which the City and Consultant established the terms and conditions for providing fire management transition services for a one-year period terminating January 5, 2027; and

WHEREAS, the Parties now desire to amend the Scope of Services (Exhibit A) and the Shared Costs/Compensation Schedule (Exhibit B) to include a cost sharing arrangement for fire prevention services and related positions.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

- Section 1. Exhibit A to the Agreement ("Scope of Services") is hereby replaced by the new Exhibit A included with this First Amendment.
- Section 2. Exhibit B to the Agreement ("Shared Costs/Compensation Schedule") is hereby replaced by the new Exhibit B included with this First Amendment.
- Section 3. Except as otherwise provided in this First Amendment, all terms and conditions, and attachments and exhibits thereto, of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the date first written above.

CITY OF DEL MAR,
a municipal corporation

CITY OF SOLANA BEACH
a municipal corporation

By: _____
Ashley Jones, City Manager

By: _____
Alyssa Muto, City Manager

ATTEST:

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

Angela Ivey, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christina Cameron, City Attorney

Johanna Canlas, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Cities agree to jointly fund, as described in Exhibit "B" to this Agreement, and utilize the positions of **Interim Fire Chief and Public Safety Management Analyst** employed by the City of Solana Beach.

The Interim Fire Chief shall provide services to the Cities, including but not limited to: assistance with the Fire Chief recruitment; performance of duties outlined in the City of Solana Beach Fire Chief Job Description approved on December 10, 2025, and in accordance with Retired Annuitant Agreement effective January 5, 2026, and manage Fire Department operations for the Cities; assisting the Cities with the transition of fire management services; and other related duties, as assigned and as mutually agreed upon by the Cities.

The **Management Analyst** Public Safety shall provide administrative and analytical support to the Interim Fire Chief, and the Cities related to the fire service management transition, as assigned and as mutually agreed upon by the Cities.

The Cities agree to jointly fund, as described in Exhibit "B" to this Agreement, and utilize fire prevention positions including **Fire Marshal, Fire Prevention Specialist, and Fire Prevention Technician** employed by the City of Del Mar and/or the City of Solana Beach.

This Agreement may be amended for consistency should the Cities subsequently enter into a Cooperative Fire Management Services Agreement or similar agreement.

EXHIBIT "B"
SHARED COSTS/COMPENSATION SCHEDULE

The City of Del Mar agrees to reimburse the City of Solana Beach for expenses and costs related to this Agreement, as follows:

1. Interim Fire Chief – 50% of the Interim Fire Chief at the hourly rate of \$122.00/hr. (no benefits as retired annuitant)
2. Management Analyst – 20% of the current annual salary of \$130,728 (fully loaded cost), totaling \$26,146
3. Fire Prevention Staff – The City of Del Mar shall reimburse the City of Solana Beach for the actual hours worked (at fully loaded salary rates) by Solana Beach fire prevention staff in support of Del Mar operations. Likewise, the City of Solana Beach shall reimburse the City of Del Mar for the actual hours worked (at fully loaded salary rates) by Del Mar fire prevention staff in support of Solana Beach operations. Costs associated with work transition activities that benefit both agencies shall be shared equally (50/50).
4. Training – 50% of the total costs of training, association memberships, etc. for the Interim Fire Chief
5. Equipment – 50% of Equipment (e.g., computers, mobile devices, etc.) and mobile phone charges for the Interim Fire Chief and Management Analyst
6. Fuel Cost – 50% of the fuel cost for the Interim Fire Chief (fuel card provided by Solana Beach)

The City of Solana Beach agrees to provide office space for the Interim Fire Chief and pay for associated equipment and uniforms (formal and informal) and to pay for uniform cleaning.

The City of Del Mar agrees to provide a vehicle for use by the Interim Fire Chief during the term of this Agreement.

Should the hourly rate for either position be increased or otherwise adjusted during the term of this Agreement, the City of Solana Beach shall provide written notice to the City of Del Mar within five (5) business days of the adjustment. The adjusted salaries will be incorporated into the Agreement by an Amendment as permitted under Section 7 of this Agreement.

**COST SHARING AGREEMENT BETWEEN
THE CITY OF SOLANA BEACH AND THE CITY OF DEL MAR
FOR FIRE MANAGEMENT TRANSITION SERVICES**

This Cost Sharing Agreement (“Agreement”), effective as of January 5, 2026, is entered into between the City of Solana Beach and the City of Del Mar (herein referred to as “Cities”) for fire management transitions services.

WHEREAS, on June 18, 2025, the cities of Del Mar and Solana Beach were notified by the City of Encinitas that the Encinitas City Council voted unanimously to terminate its participation in and withdrawal from the Cooperative Fire Management Services Agreement between the three agencies effective March 31, 2026; and

WHEREAS, the cities of Solana Beach and Del Mar desire to cooperatively explore the development of a fire management structure between the two Cities; and

WHEREAS, it is necessary that an Interim Fire Chief assist the Cities with the recruitment of a permanent Fire Chief and the development of a fire management structure for the Cities; and

WHEREAS, on December 10, 2025, the Solana Beach City Council adopted Resolution 2025-130 appointing Colin Stowell as the Interim Fire Chief; and

WHEREAS, the Cities desire to partner for fire management transition services under the terms and conditions outlined in this Agreement by sharing the cost of Interim Fire Chief and Management Analyst (Public Safety & City Management) positions employed by the City of Solana Beach.

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

1. **SCOPE OF SERVICES.** The Cities agree to the Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein.
2. **COMPENSATION/COST SHARING**

2.1 Total Amount. Costs will be shared and compensation provided in accordance with the Shared Costs/Compensation Schedule included as **Exhibit “B”** and incorporated herein. The City of Solana Beach shall bill the City of Del Mar for work provided and shall present a written request for such payment monthly. The City of Del Mar shall pay all invoices in arrears within 45 days and shall in no event be required to pay for any services provided by the City of Solana Beach in advance.

2.2 Additional Services. As the need arises or in the event of an emergency, requests for additional services may be identified and mutually agreed upon. Should such additional services be required, costs therefore shall be paid to the City of Solana Beach in accordance with the Shared Costs/Compensation Schedule included as **Exhibit “B”**. The Cities shall agree to the scope and costs of additional work prior to commencement of such work.

3. DURATION OF AGREEMENT.

3.1 Term, Time for Performance. This Agreement shall be effective for a period of one (1) year beginning on January 5, 2026, and ending on January 5, 2027.

3.2 Right to Terminate for Default. Should the City of Solana Beach or the City of Del Mar be in default of any covenant or condition hereof, the other City may immediately terminate this Agreement for cause if the city in default fails to cure the default within ten (10) calendar days of receiving written notice of the default.

3.3 Right to Terminate without Cause. Without limiting its rights in the event of a city's default, either city may terminate this Agreement, without cause, by giving written notice to the other city. Such termination shall be effective 30 days after receipt of the written notice. The City of Solana Beach shall be compensated for all effort and material expended on behalf of City of Del Mar under the terms of this Agreement, up to the effective date of termination.

4. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

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

If to City of Solana Beach
City of Solana Beach
City Clerk
635 S. HWY 101
Solana Beach, CA 92075
aivey@cosb.org

5. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Cities. The City of Solana Beach shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City of Del Mar shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the City of Solana Beach is an independent contractor.

6. HOLD HARMLESS. The Cities shall hold harmless, defend and indemnify each other from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Cities performance or nonperformance of the services or subject matter called for in this Agreement. Where fault is determined to have been comparative, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any damage attributed to the fault of that party, its officers, directors, agents, employees, volunteers, or subcontractors. The Cities acknowledge that by entering into this Agreement no party waives or intends to waive any immunities to which they would be

entitled in the absence of the Agreement. Each party shall promptly notify the other Party of any claims or legal actions arising out of the performance of this Agreement.

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

8. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California.

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

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

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

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

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

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

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

CITY OF DEL MAR,
a municipal corporation

E-SIGNED by Ashley Jones
on 2026-01-31 17:38:48 PST
By: _____
Ashley Jones, City Manager

CITY OF SOLANA BEACH,
a municipal corporation

E-SIGNED by Alyssa Muto
on 2026-01-28 14:39:10 PST
By: _____
Alyssa Muto, City Manager

ATTEST:

ATTEST:

E-SIGNED by Sarah Krietor
on 2026-02-02 13:01:04 PST

Sarah Krietor, Administrative Services
Manager/City Clerk

E-SIGNED by Angela Ivey
on 2026-01-30 16:16:08 PST

Angela Ivey, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

E-SIGNED by Leslie Devaney
on 2026-02-02 11:31:14 PST

Leslie E. Devaney, City Attorney

E-SIGNED by Johanna Canlas
on 2026-01-31 17:38:13 PST

Johanna Canlas, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The Cities agree to jointly fund, as described in Exhibit "B" to this Agreement, and utilize the positions of Interim Fire Chief and Management Analyst Public Safety employed by the City of Solana Beach.

The Interim Fire Chief shall provide services to the Cities, including but not limited to: assistance with the Fire Chief recruitment; performance of duties outlined in the City of Solana Beach Fire Chief Job Description approved on December 10, 2025, and in accordance with Retired Annuitant Agreement effective January 5, 2026, and manage Fire Department operations for the Cities; assisting the Cities with the transition of fire management services; and other related duties, as assigned and as mutually agreed upon by the Cities.

The Management Analyst Public Safety shall provide administrative and analytical support to the Interim Fire Chief, and the Cities related to the fire service management transition, as assigned and as mutually agreed upon by the Cities.

This Agreement may be amended for consistency should the Cities subsequently enter into a Cooperative Fire Management Services Agreement or similar agreement.

EXHIBIT "B"
SHARED COSTS/COMPENSATION SCHEDULE

The City of Del Mar agrees to reimburse the City of Solana Beach for expenses and costs related to this Agreement, as follows:

1. Interim Fire Chief- 50% of the Interim Fire Chief at the hourly rate of \$122.00/hr. (no benefits as retired annuitant)
2. Management Analyst - 20% of the current annual salary of \$130,728 (fully loaded cost), totaling \$26,146
3. Training – 50% of the total costs of training, association memberships, etc. for the Interim Fire Chief
4. Equipment – 50% of Equipment (e.g., computers, mobile devices, etc.) and mobile phone charges for the Interim Fire Chief and Management Analyst
5. Fuel Cost- 50% of the fuel cost for the Interim Fire Chief (fuel card provided by Solana Beach)

The City of Solana Beach agrees to provide office space for the Interim Fire Chief and pay for associated equipment and uniforms (formal and informal) and to pay for uniform cleaning.

The City of Del Mar agrees to provide a vehicle for use by the Interim Fire Chief during the term of this Agreement.

Should the hourly rate for either position be increased or otherwise adjusted during the term of this Agreement, the City of Solana Beach shall provide written notice to the City of Del Mar within five (5) business days of the adjustment. The adjusted salaries will be incorporated into the Agreement by an Amendment as permitted under Section 7 of this Agreement.



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Amanda Lee, Principal Planner
Karen Brindley, Planning and Community Development Director
Via Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Adoption of Resolution to Declare the City-Owned 10th Street Vacant Lot Exempt Surplus Land per Surplus Lands Act (APN 300-093-17)

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council adopt a Resolution (Attachment A) to declare that the small City-owned 10th Street vacant lot within the City's Civic Center is exempt surplus land in accordance with the Surplus Lands Act (SLA); and authorize the City Manager to file the Resolution with the California Housing and Community Development Department (HCD).

BACKGROUND:

The City of Del Mar owns a vacant, developable property (Assessor's Parcel Number, APN 300-093-17) located at 10th Street within the City of Del Mar Civic Center complex. The vacant 10th Street property is only 0.10 acres (4,356 square feet) in size. It is located in a developed, urbanized environment within the City's downtown village on the block immediately west of Camino del Mar between 10th Street and 11th Street. See legal description and parcel map for this site which is identified as "Parcel 3" in the exhibit provided as Attachment B.

The site is located within the coastal zone, east of the shoreline, and does not contain any sensitive coastal resources. It is located within the City's coastal development permit jurisdiction, which means prospective development on the site will be subject to approval of a coastal development permit issued by the City of Del Mar in accordance with Del Mar's certified Local Coastal Program and that permit will not be appealable to the California Coastal Commission.

In 2020 this site was identified as a candidate site for the 6th Cycle Housing Element and was analyzed accordingly in the Housing Element Program Environmental Impact Report certified by the City Council on September 8, 2020. The site has been identified as a 6th Cycle housing site to meet lower income housing needs in the 6th Cycle Housing Element since it was first adopted on March 25, 2021.

City Council Action:

The City continues to rely on this property in the State-certified 6th Cycle Housing Element as an adequate site for production of lower income units to meet a portion of the City's regional housing needs allocation (RHNA). More specifically, Housing Element Program 3B stipulates that the City will prepare this site, and a second small City-owned vacant site on 28th Street that is being processed separately, to be development-ready through issuance of building permits collectively to cover at least seven units by 2027, or else the City must identify alternative sites to maintain no-net loss of Housing Element sites.

As part of the Housing Element process, the City Manager and all City Departments reviewed and considered the 10th Street property and determined there is no higher priority City use or need for this property other than affordable housing. The City is required to follow the Surplus Lands Act process defined in State law (California Government Code Sections 54220 through 54234). As such, the City was assigned a case number by HCD (case #SLA0002362) upon submittal to HCD for coordination prior to City-Council intent to declare the 10th Street property exempt surplus land in a regular meeting.

On January 29, 2026, the City posted a notice at City Hall and on the City website, published a legal ad in the Coast News on February 6, 2026; and mailed a public notice to interested persons and public entities that have jurisdiction where the surplus land is located (as defined in Surplus Lands Act Section 54222 and the California Health and Safety Code Section 50079).

DISCUSSION/ANALYSIS:

Del Mar is a small coastal City that is primarily built out, which makes it a challenge to identify sites for development of lower income housing. The City-owned 10th Street property is being relied on by the City as a site for development of lower income units. Consistent with State law, the City is prioritizing use of its surplus land for affordable housing development.

The City is seeking to lease the 10th Street property to an affordable housing developer to build and operate affordable rental homes for up to 8 lower income households. The SLA is intended to make land that is currently not needed by a local agency for the agency's use (surplus land) available for potential acquisition (i.e., ground lease or purchase) by affordable housing sponsors or other local entities.

The City's intended public purpose to use the 10th Street site for affordable housing aligns with the statewide priority to promote affordable housing development on surplus public land. This may allow the City to qualify for exempt surplus status under the Surplus Lands Act depending on the types of proposals received from potential affordable housing developers (i.e., 100% affordable housing versus mixed income development). The proposed determination that the 10th Street site is exempt surplus land is substantiated through written findings set forth in the proposed Resolution (Attachment A), which must be provided to HCD for review at least 30 days before the City's disposition of the land pursuant to Section 400(e) of the SLA Guidelines.

Surplus Lands Act Compliance

The City can demonstrate compliance with the Surplus Lands Act by addressing the following:

1) That the City Council took formal action to declare the property surplus land or exempt surplus land during a regular public meeting, with support for the action conveyed in written findings, and transmittal of the City Council Resolution to HCD for review before the City takes any action to lease or dispose of the property.

The proposed Resolution demonstrates compliance with these Surplus Lands Act requirements in accordance with Government Code Section 54221(b)(1).

2) That the 10th Street property, which is 0.10 acre (4,256 square feet) in size, is exempt surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low-income and moderate-income housing purposes.

The proposed Resolution demonstrates compliance with this Surplus Lands Act exemption in accordance with Government Code Section 54221(f)(1)(B) and Section 103(c)(3)(A) of HCD's Updated Surplus Land Act Guidelines issued April 2021 and revised August 1, 2024 (SLA Guidelines), which applies to exempt surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

3) That 100% of the 10th Street property is intended to be used for development of housing and that 100% of the total number of housing units developed on the site will be affordable to very low-income households.

The proposed Resolution demonstrates intent to comply with this Surplus Lands Act exemption for surplus land in accordance with Government Code Section 54221(f)(1)(A) which applies to exempt surplus land that is transferred pursuant to Government Code Section 37364, which assumes: (i) not less than 80% of the property will be used for development of housing; and (ii) not less than 40% of the total number of those housing units developed on the property shall be affordable to households whose incomes are equal to, or less than, 75% of the maximum income of lower income households, and at least half of which shall be affordable to very low income households.

The scope of the development to be constructed on the Property has not been determined, but it is the intent of the City to potentially impose conditions that will result in the construction of the affordable housing sufficient to meet the terms of this exemption, as an alternative form of compliance with the Surplus Lands Act.

4) That the 10th Street property will be developed with 100% rental housing for lower income households that will be restricted to lower income households for at least 55 years and the rent level will be required to be below the median market rent for the neighborhood in which it is located.

The proposed Resolution demonstrates intent to comply with this Surplus Lands Act exemption in accordance with Government Code Section 54221(f)(1)(F)(i), which covers exempt surplus land that is to be developed for a housing development that restricts 100% of the residential units to persons and families of low or moderate income, with at least 75% of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, for 55 years for rental housing, unless a local ordinance or a federal, state, or local grant, tax credit, or other project financing requires a longer period of affordability, and in no event shall the maximum rent level be higher than 20% below the median market rents for the neighborhood in which the property is located.

The scope of the development to be constructed on the Property has not been determined, but it is the intent of the City to potentially impose conditions that will result in the construction of affordable housing sufficient to meet the terms of this exemption, as an alternative form of compliance with the Surplus Land Act.

5) That the 10th Street property is located in the coastal zone and is similarly situated to all other properties in the City of Del Mar because the entire City is located in the coastal zone. Further, the City will be transmitting the required Notice of Availability for open space purposes through email and/or certified mail to HCD and the entities identified in the Surplus Land Act before the City takes any action to lease or dispose of the property.

The proposed Resolution demonstrates compliance with this Surplus Lands Act requirement in accordance with Section 103(d) of the SLA Guidelines states that if the land is located within a coastal zone, then a Notice of Availability for open space purposes must be sent via email or certified mail to the entities identified in Government Code 54222(b) and HCD, before the local agency may dispose of the land pursuant to Section 103(c)(3)(A).

6) That the City's declaration of the 10th Street property as exempt surplus land does not require or compel the City to lease or sell the property. Instead, this declaration would be contingent on provision of the required noticing prior to the City requesting development proposals for the Property.

The proposed Resolution demonstrates compliance with the Surplus Lands Act requirement for provision of open space availability notices required by Government Code

Section 54222(b). This required noticing will be completed as a next step in the process prior to the City requesting development proposals for the Property.

7) That any prospective Ground Lease on this exempt surplus land will provide that the affordable housing developer will own the improvements for the term of the ground lease, and the City will continue to hold all right and title in the Property and, act as the Lessor, in the ground lease.

Negotiation of a ground lease will follow all requirements per the Surplus Lands Act and the City intends to impose conditions that will result in the construction of the affordable housing sufficient to meet the terms of the Surplus Lands Act exemptions cited herein.

Next Steps

Staff has been coordinating with HCD, County of San Diego, and the San Diego Housing Foundation on strategies for processing and funding the project and making preparations to solicit potential developers. The City will be taking the following steps to meet State law:

- Due to the site's location in the coastal zone, the City will email HCD, California Natural Resources Agency, and California Coastal Commission officially notifying them the City intends to lease the surplus property and identifying timing for the agency to notify the City of their interest in leasing the property, which if pursued would be subject to good faith negotiations in accordance with Government Code Section 54223.
- If adopted, the City will send HCD the Resolution as soon as practicable but under no event later than thirty (30) days prior to the disposition of the property and take action as necessary or advisable to implement this Resolution to qualify the site for SLA exemption and negotiate a ground lease for the property. The intent is to implement the City's certified 6th Cycle Housing Element Program 3B plan to build affordable housing.
- The City will prepare and issue a Request for Proposals (RFP) to solicit a developer to build up to eight lower income units on the site to implement the Housing Element. The RFP will require that respondents propose projects that will result in the construction of the affordable housing sufficient to meet the terms of the Surplus Lands Act exemption(s) cited herein.
- Once a developer is selected, the City will provide a draft lease agreement to HCD for review and comment consistent with the process in HCD's SLA guidelines.
- For any future development proposal, the City Council will be the decisionmaker on the Coastal Development Permit. No action by the California Coastal Commission would be required because the site is outside of the Commission's appeals boundary.

- Consistent with Housing Element Program 3B, the City is seeking to issue building permits for an affordable housing development on the 10th Street site by 2027.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

This action is exempt from review under the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et. seq. and CEQA regulations (Title 14 of California Code Regulations Section 15000 et. seq.), pursuant to the Categorical Exemption in CEQA Guidelines Article 19, Section 15312 Surplus Government Property Sales.

HOUSING IMPACT:

The intent of this action is to implement the City's certified 6th Cycle Housing Element Program 3B by declaring the City-owned 10th Street vacant lot exempt surplus land and following other procedures set forth in the Surplus Lands Act and HCD's implementation guidelines. This will allow the City to seek developer proposals, process development approval, and enter into a ground lease. The goal is to build 8 small units for lower income households in a common structure on this lot in the downtown Del Mar Civic Center complex.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Implementation of the project is a Tier I City Council priority work plan item for Fiscal Years 2025-2026 and 2026-2027.

ATTACHMENT:

Attachment A – Resolution to Declare and Exempt 10th Street Surplus Property
Attachment B – Legal Description and Plat Map (Parcel 3)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA DECLARING THE VACANT CITY-OWNED REAL PROPERTY LOCATED WITHIN THE CITY'S CIVIC CENTER, AND IDENTIFIED IN THE CITY'S STATE-CERTIFIED 6TH CYCLE HOUSING ELEMENT AS A SITE FOR LOWER INCOME HOUSING DEVELOPMENT TO MEET A PORTION OF THE CITY'S REGIONAL HOUSING NEEDS ALLOCATION (RHNA), IS EXEMPT SURPLUS LAND

WHEREAS, the City of Del Mar owns real property that is vacant, developable property located at 10th Street which is Assessor's Parcel Number (APN) 300-093-17-00 as identified in Exhibit A to this Resolution (the "Property"), and commonly referred to as the 10th Street City-owned site identified in the City's State-certified 6th Cycle Housing Element as a site for development of lower income housing to meet a portion of the City's RHNA; and

WHEREAS, this Property is vacant land, located in a developed area of the City's downtown village, and is only 0.10 acres (4,356 square feet) in size; and

WHEREAS, the site is located within the coastal zone, east of the shoreline, and does not contain any sensitive coastal resources; and

WHEREAS, the site is located within the City's coastal development permit jurisdiction, which means prospective development on the site will be subject to approval of a coastal development permit issued by the City of Del Mar in accordance with Del Mar's certified Local Coastal Program and that permit will not be appealable to the California Coastal Commission; and

WHEREAS, the City Manager and all City Departments reviewed and considered the Property and determined there is no higher priority City municipal use or need for this Property than affordable housing as identified in the City's certified 6th Cycle Housing Element; and

WHEREAS, the Surplus Lands Act (California Government Code Sections 54220 through 54234) is generally intended to make land that is currently not needed by a local agency for the agency's use (surplus land) available for potential acquisition (i.e., ground lease or purchase) by affordable housing sponsors or other local entities; and

WHEREAS, Government Code Section 54221(b)(1) requires the City Council to take formal action at a regular public meeting to declare the property surplus land or exempt surplus land, as supported by written findings, before the City may take any action to dispose of the property; and

WHEREAS, on January 29, 2026, the City posted a notice at City Hall and on the City website, published a legal ad in the Coast News on February 6, 2026, and mailed a public notice to interested persons and public entities that have jurisdiction where the surplus land is located (as defined in Surplus Lands Act Section 54222 and the California Health and Safety Code Section 50079); and

WHEREAS, under Government Code Section 54221(f)(1)(B) and Section 103(c)(3)(A) of the Department of Housing and Community Development Updated Surplus Land Act Guidelines issued April 2021 and revised August 1, 2024 ("SLA Guidelines"), exempt surplus land includes surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, under Government Code Section 54221(f)(1)(A), exempt surplus land that is transferred pursuant to Government Code Section 37364, assuming: (i) not less than 80% of the Property will be used for development of housing; and (ii) not less than 40% of the total number of those housing units developed on the Property shall be affordable to households whose incomes are equal to, or less than, 75% of the maximum income of lower income households, and at least half of which shall be affordable to very low income households; and

WHEREAS, under Government Code 54221(f)(1)(F)(i), exempt surplus land that is to be developed for a housing development, which may have ancillary commercial ground floor uses, that restricts 100% of the residential units to persons and families of low or moderate income, with at least 75% of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, for 55 years for rental housing, 45 years for ownership housing, and 50 years for rental or ownership housing located on tribal trust lands, unless a local ordinance or a federal, state, or local grant, tax credit, or other project financing requires a longer period of affordability, and in no event shall the maximum affordable sales price or rent level be higher than 20% below the median market rents or sales prices for the neighborhood in which the Property is located; and

WHEREAS, the written findings supporting an exempt surplus land declaration must be provided to the California Housing and Community Development Department (HCD) for review at least 30 days before the City's disposition of the land pursuant to Section 400(e) of the SLA Guidelines; and

WHEREAS, the City desires to lease the Property to an affordable housing developer to build and operate affordable rental homes for up to 8 lower income households which may allow the City to qualify for exempt surplus status under Government Code 54221(f)(1)(B), and /or Government Code 54221(f)(1)(A) and/or Government Code 54221(f)(1)(F)(i) depending on proposals from potential affordable housing developers; and

WHEREAS, this public purpose aligns with the statewide priority to promote affordable housing development on surplus public land; and

WHEREAS, Section 103(d) of the SLA Guidelines states that if the land is located within a coastal zone, then a Notice of Availability for open space purposes must be sent via email or certified mail to the entities identified in Government Code

54222(b) and HCD, before the local agency may dispose of the land pursuant to Section 103(c)(3)(A); and

WHEREAS, declaring the Property is exempt surplus land and the adoption of this Resolution does not require or compel the City to lease or sell the property; and

WHEREAS, declaring the Property exempt surplus land is contingent on compliance with the Park, Recreation and Open Space availability notices under Government Code Section 54222(b) which shall be completed prior to the City requesting development proposals for the Property; and

WHEREAS, the Council finds and determines that approval of this Resolution and declaration of the land as surplus land is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines which covers Surplus Government Property Sales; and

WHEREAS, if approved, the prospective Ground Lease will provide that the affordable housing developer will own the improvements for the term of the ground lease, and the City will continue to hold all right and title in the Property and, act as the Lessor, in the ground lease.

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

1. The above recitals are true and correct.
2. The Council finds and determines that the subject Property is no longer needed for the agency's use and is a vacant, City-owned property located within the City's Civic Center complex on 10th Street and Camino del Mar, is not contiguous to land owned by the state or any other local agency that is used for open-space or low- and moderate-income housing purposes, and is 4,356 square feet and thus is less than one half acre (21,780 square feet) in size.
3. The Council finds and determines that the Property is in the coastal zone; therefore the City must comply with the Park, Recreation and Open Space availability notices required under Government Code Section 54222(b).
4. Upon completion of the noticing requirements under Government Code Section 54222(b), the City Council will issue a request for development proposal for the Property and determines that the Property is exempt surplus land: (a) as authorized under Government Code Section 54221(f)(1)(B), the Council's future discretionary approval of a ground lease of the Property to an affordable housing developer and recordation of a use restriction committing the lessee to providing affordable housing units on the Property; and/or (b) consistent with Government Code Section 54221(f)(1)(A), the Council's future discretionary approval of a transfer pursuant to Government Code Section 37364, assuming: (i) not less than 80% of the Property will be used for development of housing; and (ii) not less than 40% of the total number of those housing units developed

- on the Property shall be affordable to households whose incomes are equal to, or less than, 75% of the maximum income of lower income households, and at least half of which shall be affordable to very low income households; and/or (c) as authorized under Government Code 54221(f)(1)(F)(i), the Council's future discretionary approval of a housing development, which may have ancillary commercial ground floor uses, that restricts 100% of the residential units to persons and families of low or moderate income, with at least 75% of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, for 55 years for rental housing, 45 years for ownership housing, and 50 years for rental or ownership housing located on tribal trust lands, unless a local ordinance or a federal, state, or local grant, tax credit, or other project financing requires a longer period of affordability, and in no event shall the maximum affordable sales price or rent level be higher than 20% below the median market rents or sales prices for the neighborhood in which the Property is located.
5. While, similar to the entire City of Del Mar, this Property is located in the coastal zone, the Property is located within an urban infill location in a developed context, contains no sensitive coastal resources, and is designated in the General Plan, Zoning Code, State-certified Housing Element, and State-certified Local Coastal Program to allow for development of affordable housing.
 6. This small, vacant City-owned 10th Street Property is explicitly listed in the City's certified 6th Cycle Housing Element as a site for development of lower income housing to meet a portion of the City's regional housing needs allocation.
 7. The City Manager or their designee is hereby directed to transmit a copy of this Resolution to the California Department of Housing and Community Development as soon as practicable but under no event later than thirty (30) days prior to the disposition of the Property, and are hereby authorized and directed to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to the negotiation of a ground lease for the Property.
 8. This Resolution is effective upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 17th day of February, 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

EXHIBIT "A"

LEGAL DESCRIPTION

THOSE PORTIONS OF BLOCK 26 ACCORDING TO THE MAP OF DEL MAR, NO. 368 FILED OCTOBER 07, 1885 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTHERLY 53.77 FEET OF LOT 1 AND THE NORTHERLY 53.77 FEET OF THE EASTERLY 11.00 FEET OF LOT 2.

ALSO THE SOUTHERLY 20.00 FEET OF 11TH. STREET ADJOINING SAID LOT 1 AND THE EASTERLY 11.00 FEET OF LOT 2 ON THE NORTH AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

CONTAINING AN AREA OF 0.103 ACRES (4,500 SQUARE FEET) MORE OR LESS.

PARCEL 2:

LOT 4 AND THE WESTERLY 21.00 FEET OF LOT 3.

ALSO THE SOUTHERLY 20.00 FEET OF 11TH. STREET ADJOINING SAID LOT 4 AND THE WESTERLY 21.00 FEET OF LOT 3 ON THE NORTH AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

ALSO LOT 9 AND WESTERLY 21.00 FEET OF LOT 10, EXCEPTING THEREFROM THE SOUTHERLY 43.38 FEET OF LOT 9 AND THE SOUTHERLY 43.38 FEET OF THE WESTERLY 21.00 FEET OF LOT 10.

ALSO THAT PORTION OF THE ALLEY LYING BETWEEN SAID LOT 4 AND THE WESTERLY 21.00 FEET OF LOT 3 AND LOT 9 AND THE WESTERLY 21.00 FEET OF LOT 10 AS VACATED AND APPROVED BY THE CITY OF DEL MAR, COUNCIL RESOLUTION #2016-10 DATED FEBRUARY 16, 2016.

CONTAINING AN AREA OF 0.451 ACRES (19,643 SQUARE FEET) MORE OR LESS.

PARCEL 3:

THE SOUTHERLY 43.38 FEET OF LOT 9 AND THE SOUTHERLY 43.38 FEET OF THE WESTERLY 21.00 FEET OF LOT 10.

ALSO THE NORTHERLY 20.00 FEET OF 10TH. STREET ADJOINING SAID LOTS 9 AND THE WESTERLY 21.00 FEET OF LOT 10 ON THE SOUTH AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

CONTAINING AN AREA OF 0.103 ACRES (4,500 SQUARE FEET) MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 4:

LOTS 1, 2 AND THE EASTERLY 29.00 FEET OF LOT 3, EXCEPTING THEREFROM THE NORTHERLY 53.77 FEET OF LOT 1 AND THE NORTHERLY 53.77 FEET OF THE EASTERLY 11.00 FEET OF LOT 2.

ALSO THE SOUTHERLY 20.00 FEET OF 11TH STREET ADJOINING SAID LOT 2 AND THE EASTERLY 29.00 FEET OF LOT 3 ON THE NORTH AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

EXCEPTING THEREFROM THE EASTERLY 11.00 FEET OF SAID SOUTHERLY 20.00 FEET OF 11TH STREET ADJOINING SAID LOT 2 ON THE NORTH.

ALSO LOTS 11, 12 AND THE EASTERLY 29.00 FEET OF LOT 10.

ALSO THE NORTHERLY 20.00 FEET OF 10TH STREET ADJOINING SAID LOTS 11, 12 AND THE EASTERLY 29.00 FEET OF LOT 10 ON THE SOUTH AS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, APRIL 12, 1926.

ALSO THAT PORTION OF THE ALLEY LYING BETWEEN SAID LOTS 1, 2 AND THE EASTERLY 29.00 FEET OF LOT 3 AND SAID LOTS 11, 12 AND THE EASTERLY 29.00 FEET OF LOT 10 AS VACATED AND APPROVED BY THE CITY OF DEL MAR, COUNCIL RESOLUTION #2016-10 DATED FEBRUARY 16, 2016.

CONTAINING AN AREA OF 0.904 ACRES (39,392 SQUARE FEET) MORE OR LESS.

REFERENCE IS MADE TO EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY: DANIEL J. MCCROSKEY, PLS

CERTIFICATION NUMBER: PLS 7098

EXPIRATION DATE: 12/31/2016

SIGNATURE: _____

Daniel J. McCroskey

DATE: _____

3/8/16

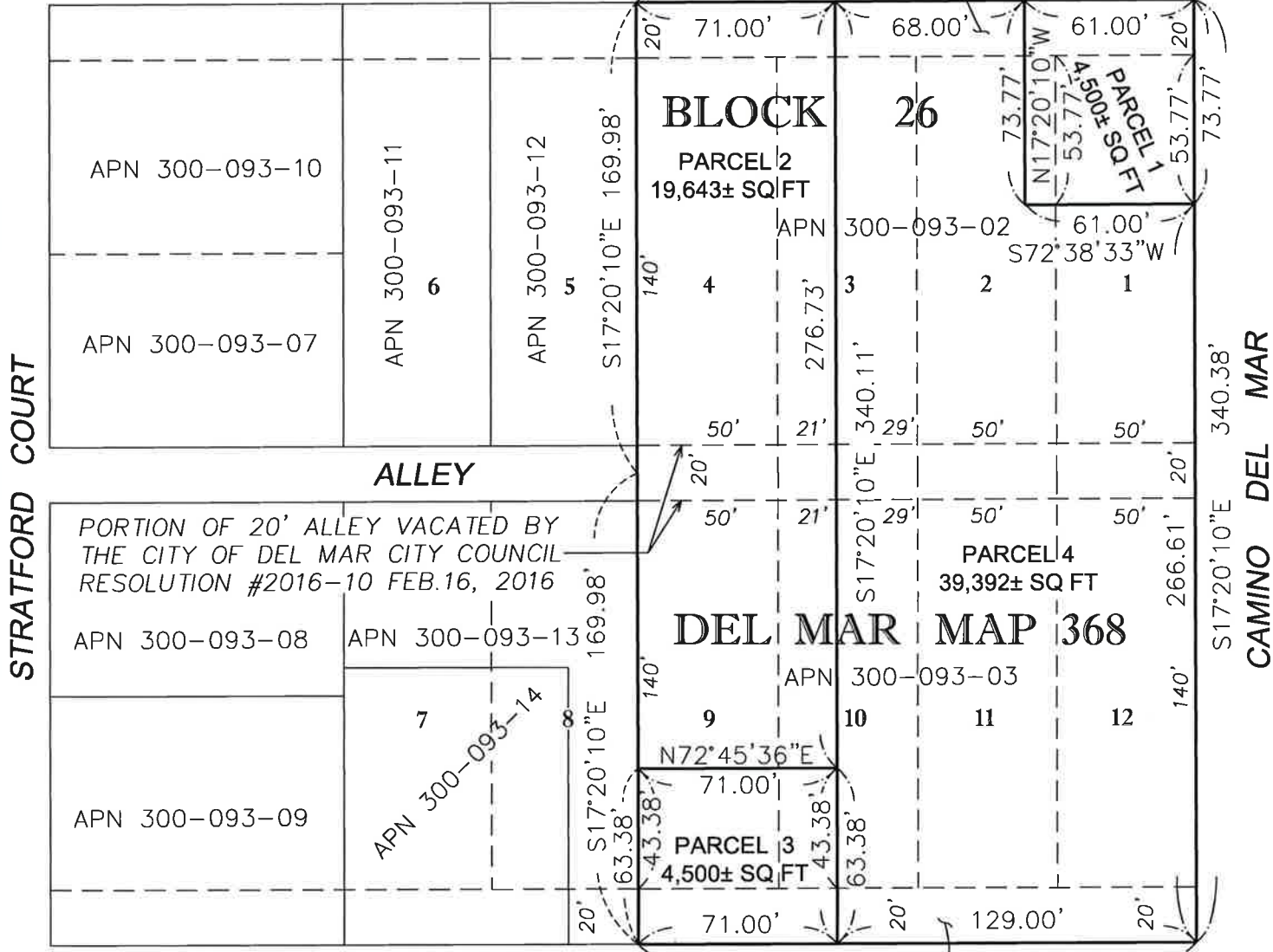


SEAL:

EXHIBIT "B"

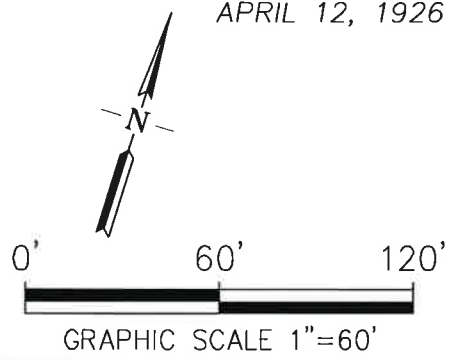
20' OF 11TH ST. VACATED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY APRIL 12, 1926

11TH STREET



20' OF 10TH ST. VACATED BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY APRIL 12, 1926

10TH STREET



Daniel J. McCroskey
 DANIEL J. McCROSKEY, PLS 7098
 TOWILL, INC.



TOWILL | Surveying, Mapping and GIS Services
 8799 Balboa Avenue, Suite 140
 San Diego, CA 92123
 858.384.0088 / Fax 858.571.2030

CITY OF DEL MAR PARCELS
 A PORTION OF BLOCK 26 OF MAP 368
 APN 300-093-02 & APN 300-093-03
 City of Del Mar
 County of San Diego State of California

Date: 03/08/2016
Drawn: AMB
Checked: D.J.M.
J.N.: 14616
Sheet 3 of 3



City of Del Mar Agenda Report

TO: Honorable Mayor and Councilmembers

FROM: Marco Camacho, Finance Manager/Treasurer
Nestor Machado, Associate Management Analyst
via Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Approval of the Short-Term Rental Permit Fee

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council adopt Resolutions approving the Short-Term Rental (STR) Permit Fee (Attachment A) and amending credit card processing fees (Attachment B).

BACKGROUND:

On September 23, 2024, the City Council adopted Ordinance 1010 to establish guidelines for “Existing STRs” and new STRs. The Ordinance accommodates “Existing STRs”, which are defined as STRs operating in the City prior to the adoption of Ordinance 1010 where the owner timely registered the STR with the City as of the date stated in the Ordinance, which was December 31, 2024. City staff reviewed all registry submittals received before the December 31, 2024, deadline, and determined that 150 properties are considered an “Existing STR”.

Since the number of Existing STRs exceeds the City’s established STR cap of 129, permits for new STRs will only become available in the future through permit attrition.

On October 20, 2025, the City approved an agreement with Deckard Technologies for STR Administration software, known as Rentalscape. The software will assist with STR permitting, Transient Occupancy Tax (TOT) remittance, and monitoring of STRs.

On February 3, 2026, the City Council adopted Resolution 2026-04 that established the timing of the City’s STR Permit application period from March 2, 2026 through May 1, 2026. Prior to the STR Permit application window opening on March 2, the City will need to adopt a STR Permit Fee to issue permits upon application review and approval. Therefore, staff is recommending a STR Permit Fee for Council’s consideration as further detailed in this report.

The City’s Ordinance 1010 regulating STRs was approved and certified by the Coastal Commission with no modifications on February 5, 2026, therefore the City’s Permit Application Period can proceed as planned.

City Council Action:

DISCUSSION/ANALYSIS:

The proposed STR Permit Fee is based on the reasonable costs of administering the STR Program and processing the associated permits. City required activities and costs related to the new STR Program include STR Permit processing, program administration, Rentalscape software costs, TOT remittance processing, program reporting, and any code enforcement related activities.

The proposed permit fee is a user fee designed to recover the cost of providing a specific service and levied on individuals or entities directly benefiting from or using the service. Under the STR regulations, this entails the voluntary action of those individuals or entities paying the STR Permit Fee for the right to operate a legal STR in the City of Del Mar. Adopting the recommended fee for full-cost recovery will ensure that the General Fund does not subsidize the cost of this new service benefiting only STR operators.

Staff recommends a fee of \$815 (\$408/annually) for an initial STR Permit application, which would be valid for two years per the STR Regulations Ordinance, and a fee of \$598 (\$299/annually) for a bi-annual permit renewal. The initial fee amount is primarily based on the full costs for Planning and Finance staff to review and process the initial STR Permit applications for all 150 Existing STRs, along with related software costs. The bi-annual renewal fee reflects a reduced cost due to the reduction in staff time related to processing permit renewals.

Other Public Agencies' Short-Term Rental Permit Application Fees

City staff researched other public agencies' STR Permit application fees to compare the City's proposed fees as shown in Attachment C. For purposes of comparison, the City surveyed the same public agencies, including neighboring jurisdictions, used during the development of the STR Regulations Ordinance.

As indicated in Attachment C, the average annualized permit fees being charged were \$645 for the initial fee and \$341 for the renewal. Based on this information, the City of Del Mar's proposed annualized fees of \$408 for an initial STR permit and \$299 for a permit renewal fall well below the average permit fee being charged by other agencies and just above the median. As such, staff feels the proposed fees are reasonable and in line with the comparable market.

Once approved, the STR permit fee will be added to the City's comprehensive user fee schedule.

Amendment to Credit Card Processing Fees

The City Council adopted Resolution 2022-73 on November 14, 2022, establishing fees for certain/specific credit and debit card and electronic fund transfer transactions and authorizing the City to pass associated processing fees on to customers. To facilitate collection of STR Permit Fees and Transient Occupancy Tax (TOT) remittances, staff recommends the City Council adopt the Resolution (Attachment B) that would repeal and replace Resolution 2022-73 and allow the City to accept and pass all credit card convenience fees on to customers for any transaction, provided that such fees do not exceed the actual costs incurred by the agency or its agent. This approach provides the City with maximum flexibility to accept payments through

modern methods while avoiding undue costs to the City and its taxpayers and supporting convenient and efficient payment options for the public.

FISCAL IMPACT:

City Council approval of this item will allow the City to commence with the STR Permit application process and imposition of the new STR Permit Fee with fees anticipated to total \$122,250 in the first two years (\$61,125/annually). These anticipated revenues will be sufficient to cover the costs of staff time and software related to administering the new STR program.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Implementation of Short-Term Rentals including establishing a STR Permit Fee is an identified Tier 1 Council priority for Fiscal Year 2025-2026.

ATTACHMENTS:

Attachment A – Resolution 2026-XX Establishing STR Permit Fee

Attachment B – Resolution 2026-XX Approving credit card processing fees be passed on to customers

Attachment C – Fee Comparison Table

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE CITY OF DEL MAR SHORT-TERM RENTAL PERMIT FEE

WHEREAS, City of Del Mar staff recommend the addition of a new Short-Term Rental (STR) Permit application fee to support the administrative costs related to approving the rental to comply with the City's Short-Term Rental (STR) Regulations Ordinance; and

WHEREAS, the City desires to recover 100% of the costs it incurs to provide STR Permit application services to reduce the amount that general funds are diverted from general services; and

WHEREAS, the proposed STR Permit fee does not exceed the City's reasonable administrative costs of providing such services; and

WHEREAS, the City Council reserves the right to modify the STR Permit fee in the future including but not limited to offering subsidies to achieve City Council goals; and

WHEREAS, the City has, pursuant to California Government Code section 66016, provided notice of, conducted a public hearing, and has received written and oral communications regarding the adoption of the City's STR Permit fee to recover the actual costs associated with the services provided.

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

SECTION 1: That the above recitals are true and correct and incorporated herein by reference; and

SECTION 2: The City Council hereby authorizes the acceptance of a STR Permit application fee for services rendered by the City and for fees, charges, or taxes due to the City; and

SECTION 3: The City Council hereby authorizes the imposition of an \$815 initial STR Permit application fee valid for two (2) years and a \$598 bi-annual renewal fee; and

SECTION 4: The City Council hereby establishes a thirty (30) day period to pay initial STR Permit Fees with an additional ten (10) day grace period. Applicants who fail to pay their STR Permit Fee within the designated timeframe will not be issued an STR Permit as an Existing STR and are subject to New STR Requirements; and

SECTION 5: The City Council hereby establishes that STR Permit Renewal applications and fees must be submitted prior to the STR Permit expiration date. Failure to renew the STR Permit prior to expiration will result in the STR Permit being revoked in accordance with Del Mar Municipal Code Section 30.96.080; and

SECTION 6: The City Council finds that the above noted permit fees do not exceed the costs incurred by the City when persons apply and/or renew the STR Permit.

Resolution No. 2026-XX
Page 2 of 2

BE IT FURTHER RESOLVED, that the fee adopted as part of this Resolution become effective on the sixtieth (60th) day following its adoption (the "Effective Date"). Upon the Effective Date, the fee identified and approved by this Resolution shall be levied, collected and disposed of in accordance with Chapter 1.16 of the Del Mar Municipal Code in effect as of the Effective Date, as applicable.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 17th day of February 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

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

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2022-73 AND APPROVING CREDIT CARD, DEBIT CARD, AND ELECTRONIC FUND TRANSFER PROCESSING FEES TO BE PASSED ON THE CUSTOMER

WHEREAS, increased customer use of credit cards, debit cards, and electronic fund transfers can result in significant processing costs to the City if fees are not passed on to customers; and

WHEREAS, Government Code Section 6159 permits the City, subject to approval of the City Council, to authorize the acceptance of a credit card, debit card, or electronic funds transfer for the payment for services rendered by the City and for fees, services and other debts owed to the City; and

WHEREAS, Government Code Section 6159 also expressly authorizes the City to impose a fee for the use of a credit card, debit card or electronic fund transfer, so long as the fee does not exceed the costs incurred by the City in providing for the payment; and

WHEREAS, on November 14, 2022, the City Council adopted Resolution 2022-73 establishing convenience fees for use of credit cards, debt cards, electronic fund transfers, and other services fees associated with the use of credit card processing services, including current fees of approximately 3% of all transactions in processing and otherwise administrating transactions in which credit cards are used; and

WHEREAS, to ensure cost recovery, credit card convenience fees may be periodically adjusted as necessary and shall not exceed the City's actual costs for processing customer credit card, debit card, electronic funds transfer, or other related service fees.

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

SECTION 1: That the above recitations are true and correct and incorporated herein by reference; and

SECTION 2: The City Council hereby authorizes the acceptance of a credit card, debit card, or electronic funds transfer for the payment for services rendered by the City and for fees, charges, or taxes due to the City; and

SECTION 3: Pursuant to California Government Code section 6159(h), the City of Del Mar is hereby authorized to impose a fee for the use of a credit card or debit cards, electronic funds transfers, or related service fees, not to exceed the actual costs incurred by the agency or agent providing payment by credit or debit card or electronic funds transfer. These costs may include, but shall not be limited to, the payment to the card issuer, funds processor, or draft purchaser of a reasonable fee or discount; and

SECTION 4: The City Manager, or their designee, is hereby authorized to do all things necessary to implement this resolution.

Resolution No. 2026-XX
Page 2 of 2

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held this 17th day of February 2026.

Tracy Martinez, Mayor
City of Del Mar

APPROVED AS TO FORM:

Christina Cameron, City Attorney
City of Del Mar

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

I, Sarah Krietor, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2026-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 17th day of February 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

STR Permit Fee Comparison

Agency	Initial Fee (Annually)	Renewal Fee (Annually)
San Clemente	\$140	\$105
Carlsbad	\$225	\$225
Oceanside	\$250	\$250
Solana Beach	\$259	\$146
Trinidad	\$300	\$300
Newport Beach	\$300	\$336
Half Moon Bay	\$304	\$304
Carpinteria	\$339	\$36
Santa Cruz	\$341	N/A
Carmel-by-the-Sea	\$360	Renewal fee varies based on business license gross receipts
Del Mar*	\$408	\$299
Encinitas	\$425	\$425
San Diego	\$640	\$620
Pismo Beach	\$796	\$920
Dana Point	\$803	\$639
Palm Springs	\$1,046	\$1,046
Avalon	\$4,029	\$303
Laguna Beach**	N/A	N/A

Average Initial Permit Fee

\$645

Median Initial Permit Fee

\$341

*Del Mar fees are annualized for comparison only.

**Information was not available



City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: February 17, 2026

SUBJECT: Undergrounding Program Updates and UPAC Project Efficiency Subcommittee Presentation

REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council receive a City staff update on the Undergrounding Program and a presentation from the UPAC Subcommittee on Project Efficiencies (Attachment A).

BACKGROUND:

The City of Del Mar continues to implement the citywide Undergrounding Program (UP), which will remove utility poles and replace overhead cables for electricity and telecommunications with underground lines. A map of the planned citywide Utility Undergrounding Districts (UUDs) is included as Attachment B. On July 12, 2021, the City Council authorized the formation of Stratford Court South (1A) and Crest Canyon (X1A) UUDs. On October 16, 2023, the City Council authorized the formation of Stratford Court North (1B) UUD.

Stratford Court South (1A) includes 56 poles and 7,500 linear feet of overhead conversion to 11,165 linear feet of underground trench involving 227 properties and 464 residences. There are fifty-five properties requiring undergrounding of their private service lateral at the expense of the property owner. The City awarded a construction contract to Teichert Utilities on July 8, 2024, following a public bid solicitation process in mid-2024. A notice to proceed was issued in August 2024, with an estimated construction completion date of March 2025. The City's undergrounding construction activities are primarily for trenching and installation of conduit and substructures. Additionally, completion of the project necessitates close coordination with the utility companies – SDG&E, AT&T, Charter Communications/Spectrum, and Crown Castle. City Council approved a cost agreement with SDG&E on April 21, 2025 for their construction work, with pole removals anticipated by Fall 2025 at the time.

Crest Canyon (X1A) includes 82 poles and 12,520 linear feet of overhead conversion to 19,610 linear feet of underground trench involving 152 properties and 114 residences. There are eighty properties requiring undergrounding of their private service lateral at the expense of the property owner. The City awarded a construction contract to TC Construction on September 8, 2025, following a public bid solicitation process in mid-2025. A notice to

City Council Action:

proceed was issued in October 2025, with an estimated construction completion date of October 2026. City Council approved the SDG&E cost agreement on September 22, 2025. Pole removals are anticipated by staff to occur in Spring 2027; however, this timing is ultimately determined by the utility companies based on their construction schedules and outside of the City's direct control.

DISCUSSION/ANALYSIS:

Stratford Court South (1A)

City Construction and Homeowner Service Laterals

The project is nearing the end of the construction phase. Despite multiple construction challenges, Teichert Utilities substantially completed the City's construction activities by April 2025. On April 21, 2025, staff presented a detailed City construction update, including lessons learned, to the City Council. Teichert Utilities remains in the district to address minor items and assist utility companies as needed. Final paving will occur following completion of utility service cutovers. It is important to note that additional full-width pavement improvements are scheduled as part of the City's Stratford Court South Pavement Improvements Project in Fiscal Year 2026-2027.

Following the City contractor's phased work, the property owners were required to install their portion of the service laterals and upgrade electrical panels, as necessary, including obtaining SDG&E and City inspector approvals. The project team issued notices to proceed to property owners beginning January 26, 2025, and installations were mostly completed by May 2025. Property owners achieved a 76% on-time completion rate for service lateral installation. However, not all service lateral delays impacted the critical path schedule for construction, which is controlled by the timing of service cutovers.

SDG&E Status

SDG&E's contractor, Michels, progressed faster than expected, completing cable and connections by June 2025, which was a month ahead of schedule. Service cutovers were expected to be finished by August 2025, and all but five were completed on time, resulting in a 91% on-time completion rate. The delays at the remaining five properties did impact SDG&E's critical path schedule. Four of these were completed the following month, leaving only one property with a significant delay, which was completed in January 2026. SDG&E is now proceeding with overhead wire removals and anticipates completing pole removals by March 2026, contingent upon the completion of all work by the utility companies.

Most of the delayed service cutover locations were affected by private redevelopment work, which prevented final meter placement. The solution was installation of a temporary meter, which is now identified as a lesson learned for future projects. However, these delays impacted the schedule by only one month.

The primary delay affecting SDG&E progress occurred at 615 Stratford Court. The property owner requested an upgrade for the apartment property from single-phase to three-phase service separate from the undergrounding coordination, which required a separate service

order managed by a different SDG&E team. Completion at this property was necessary before overhead and pole removals could proceed.

It is important to note that the utility companies are responsible for managing their respective scopes of work under separate contracts, including cables and connections, service cutovers, overhead removals, and pole removals. This work drives the final phase of the overall project schedule. However, this work is also dependent on completion of City construction and homeowner service lateral installations to allow for pole removals. While the City has agreements in place with the utility companies, those agreements provide limited ability for the City to control their schedules.

Telecommunications Status

The AT&T agreement was executed prior to construction, and AT&T was kept informed of the City's construction schedule throughout the project with regular coordination with the project team. AT&T originally anticipated completing its work by October 2025, consistent with the City's goal of achieving overall project completion by Fall 2025. However, AT&T's latest schedule indicates completion by the end of February 2026, which aligns with planned pole removals in March 2026. SDG&E is currently performing overhead removals (pole topping) in preparation for the final pole removals.

Materials procurement by AT&T was one of the primary contributors to the two-month schedule delay. AT&T follows an internal process that defers final engineering and material procurement until as-built drawings are provided by the City's contractor, which occurs near the end of City construction. In addition, AT&T encountered design challenges at intercept locations, which required additional time to resolve. A lesson learned has been identified for intercept locations, and AT&T is now coordinating earlier with the project team for Crest Canyon (X1A) to proactively address these issues.

Spectrum/Charter and Crown Castle both performed well during construction and did not impact the critical path project schedule. Spectrum/Charter began work as soon as feasible, with most construction completed by August 2025 and full completion achieved by November 2025. Crown Castle's scope was more limited than the other utilities, but its work was completed by early December 2025.

Budget Status

As presented to the City Council on April 21, 2025, the total project cost for Stratford Court South (1A) is estimated at \$8.06 million. This includes the construction contract with Teichert Utilities for \$4.6 million, approved related task orders for construction support services totaling \$486,763, SDG&E cost agreement of \$1.6 million, and an authorized project contingency of \$511,531. The estimated cost per linear foot of overhead conversion for the project is \$1,075, while the cost per linear foot of joint trench is \$722, which includes contingency and inflation.

To date, \$176,381 in additive change orders and amendments, \$94,646 in deductive change orders, and a \$51,352 credit have been approved for the project, resulting in a net of \$81,735 in contingency expenditures, or 16% of the budgeted contingency amount. Of note, a \$51,352 credit has been set aside for the Stratford Court South Pavement Improvements Project and

is not accounted for as a deduction. An additional \$85,000 in proposed change orders from Teichert Utilities is still under review, though approval is not guaranteed. Throughout construction, the project team has identified approximately \$570,000 in savings, which has avoided additional change order billing. Furthermore, SDG&E has reported net change order billing of \$31,000, or 15%, from its billable contingency allocation of \$207,767 for its portion of the work to date. The final change order amount will be determined upon project completion after all additive and deductive change orders have been accounted for.

Crest Canyon (X1A)

Project Status

The Crest Canyon project is currently in the construction phase. TC Construction provided a baseline schedule showing City construction for Work Zone 1 from October 2025 to February 2026, Work Zone 2 from February to May 2026, and Work Zone 3 from May to September 2026. Consistent with prior City Council direction, staff plans to provide updates to the Council at the completion of each work zone. The next updates are anticipated in June and October 2026, but are subject to change depending on actual timing for work zone completion.

Work Zone 1 is currently underway and is anticipated to be substantially completed by the middle of March, approximately two weeks beyond the original end of February completion date due to unforeseen conditions as further described below. However, the overall project schedule remains on track. The contractor anticipates making up time in Work Zones 2 and 3 and is already ahead of schedule in Work Zone 2, where initial activities planned for the middle of February started ahead of schedule in early January. It is important to note that unforeseen conditions may extend the anticipated timelines for individual work zones as well as the overall project schedule.

Overall, construction in Work Zone 1 has been successful, with minimal design changes. Lessons learned from Stratford Court South (1A) have been implemented, including early development of the Storm Water Pollution Prevention Plan (SWPPP) to avoid construction delays and close coordination with residents. While some challenges have been encountered, none have been unmanageable. These include:

- Utility conflicts related to abandoned utility lines and existing utilities differing from the improvement plans. Additional exploratory digging has been required, though design adjustments have been minor.
- Environmental monitoring, which was not required for Stratford Court South (1A). All requirements have been met without setbacks.
- Temporary reallocation of TC Construction resources to assist with an unrelated emergency storm drain repair located within the project vicinity. Although unanticipated, the emergency repair addressed work that was planned for the San Dieguito Drive Improvement Project, which will reduce the overall scope and cost of that project.

- Deteriorated pavement conditions on San Dieguito Drive between Racetrack View Drive and Oribia Road, which have made joint trench construction challenging and required care to limit the extent of paving.
- The narrow width of Oribia Road, necessitating close coordination with residents during construction.
- Design coordination among five sets of plans (Civil, SDG&E, AT&T, Spectrum/Charter, and Crown Castle), which has at times been challenging and highlighted a lesson learned to better define the scope for service lateral stubs in the specifications.

Following the City contractor's phased work, the property owners will be required to install their portion of the service laterals and upgrade electrical panels, as necessary, including obtaining SDG&E and City inspector approvals. Extensive coordination has already occurred with residents, and they will have approximately two months to complete their work to connect to the point of connection established by the City's contractor. To date, fifteen of the thirty property owners in Work Zone 1 have been issued a notice to proceed for installation of their service lateral.

Cable and connections, services cutovers, cable poles, and overhead removals by the utility companies will be completed after all homeowners have completed their lateral installations. Overall, the homeowner installations and utility companies' work are expected to take approximately six to eight months following completion of the City contractor's work with completion of all construction expected in March to May 2027. However, as noted above, final completion of the project and utility pole removal is dependent upon schedules determined by the utility companies, which is outside of the City's direct control.

Budget Status

As presented to the City Council on September 22, 2025, the total project cost for Crest Canyon (X1A) is estimated at \$12.78 million. This includes the construction contract with TC Construction for \$7.1 million, approved related task orders for construction support services totaling \$906,313, SDG&E cost agreement for \$2.8 million, and authorized \$712,877 in project contingency. The cost per linear foot of overhead conversion for the project is estimated at \$1,021, and the cost per linear foot of joint trench is estimated at \$652, which includes contingency and inflation. To date, \$9,882 in change orders have been approved for TC Construction with an additional \$21,855 pending review, and approximately \$110,000 in savings identified.

Stratford Court North (1B)

The Stratford Court North project is currently in the design phase. The 60% SDG&E design for Stratford Court North (1B) underwent formal review by staff and the consultant team in 2025. The final 60% design is expected this month, pending revisions to a challenging design issue that is expected to result in anticipated project cost savings.

Staff and the consultant team have also completed the preliminary environmental determination, conducted extensive homeowner outreach (with only five permit-to-enter forms remaining), finished two rounds of City civil design review, and coordinated telecommunications designs. Completion of upcoming preconstruction and bidding activities following the final 60% SDG&E design will cumulatively take approximately 8-12 months. Construction is currently anticipated in the second half of Fiscal Year 2026-2027, contingent upon the City receiving the necessary easements and permit-to-enter forms from property owners. The City's construction duration is estimated at 4 months with the full project timeline to pole removals estimated at 10 months.

As presented to the City Council on September 22, 2025, the total project cost for Stratford Court North (1B) is estimated at \$4.77 million in Fiscal Year 2026-2027 dollars, based on the latest cost estimates. This total includes SDG&E's preliminary cost estimate of \$707,070 and the City's construction costs of \$3.43 million. The estimated cost per linear foot for overhead utility conversion is \$1,248, which includes contingency and inflation. It is important to note that the final engineer's estimate, including detailed quantities for City construction, will be provided to the City Council once the plans are finalized.

Updated Cash Flow Analysis

On September 22, 2025, the City Council received an update from City staff regarding Undergrounding Program Financing and Projects and the Council approved a \$5 million loan with IBank to fund portions of Crest Canyon (X1A) and Stratford Court North (1B). The Council direction in September 2025, was for staff to return in Spring 2026 to provide a comprehensive update on the Undergrounding Program, including an updated long-term cashflow through UP completion and next steps for the 25th Street and Beach Colony (2) UUDs. Since September 22, 2025, staff has been working on updating the program cost estimates and cash flow analysis to reflect latest project costs, IBank financing proceeds, and anticipated expenditures and revenues on a pay-go basis through UP completion based on prior Council direction. The updated cash flow analysis will be presented to the Undergrounding Program Advisory Committee (UPAC) on February 23, 2026, and subsequently to the City Council, which is currently planned for March 3, 2026.

UPAC Project Efficiency Subcommittee

On June 12, 2025, the UPAC formed a Project Efficiency Subcommittee to examine current processes and help identify cost savings and project efficiencies by benchmarking performance and market metrics, scenario planning high-probability risks and opportunities, and proactively raise limited-regret refinements and/or potential game-changers.

On September 11, 2025, UPAC approved the Subcommittee's proposed objectives for its first task of developing a preliminary benchmark report outlining initial findings based on data gathered from local municipalities and the California Public Utilities Commission (CPUC) annual reporting on undergrounding project costs and metrics. A presentation of the Subcommittee's initial findings was provided to UPAC on December 11, 2025, and is included with this report as Attachment B. This information will be presented to the City Council by the UPAC Subcommittee as part of the agenda item related to this report on February 17, 2026.

Below is a summary of the UPAC Subcommittee key findings:

- 1) Del Mar's cost for undergrounding is on the lower end of the total installed price ranges when compared to comparable local cities.
- 2) SDG&E appears to operate with the highest 20B costs among California Investor-Owned Utilities (IOUs), although these fees total less than 21% of Del Mar's total project cost.
- 3) Del Mar has reduced SDG&E's scope more than other cities, and our current total costs are slightly less than San Diego's 2015 costs when adjusted for Inflation (CCI).
- 4) 20B estimated costs are showing a future increase in some SDG&E reports, which matched the price increase pattern that preceded San Diego's 2019 price increase. However, current estimate increases have not shown up in any actual construction cost data to date.
- 5) Private Projects (20C) do average around 30% less than Community projects (20B), but the median Private Projects are often not cheaper, and Del Mar is unlikely to capture average savings at scale even if permitted. Moreover, Del Mar is not legally allowed to fund 20C projects.
- 6) Del Mar has executed a handful of strategies that have further reduced our cost compared to other SoCal Communities.

FISCAL IMPACT:

There is no fiscal impact or action required by the City Council for this agenda item.

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

Utility Undergrounding is listed as a Tier 1 City Council priority for FY 2025-2026.

ATTACHMENTS:

Attachment A – UPAC Subcommittee Presentation

Attachment B – UP Citywide Map

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02/2/2026



Preliminary Benchmarks

UNDERGROUNDING PROJECT
EFFICIENCY SUBCOMMITTEE

Feb 17th 2026, City Council Meeting

OVERVIEW

Undergrounding Project Efficiency Subcommittee

Members: Adam Wallace (Chair) & Tom McGreal

Description: Examine the current process and help identify cost savings & project efficiencies by:

To Date:

A. Benchmarking performance & market metrics,

To Come:

B. Scenario Planning high-probability risks and opportunities,

C. Proactively Raise limited-regret refinements and/or potential game-changers.

AGENDA - Benchmarking

Undergrounding Project Efficiency Subcommittee

Overview:

- 1) Executive Summary**
 - *Bottom Line Up Front*

A. Benchmarks:

- 2) Local City Comparables**
 - *Shared by San Diego, Coronado & Laguna Beach*
- 3) CA Utility Company Comparables**
 - *As Reported by SDG&E, SCE & PG&E*
- 4) San Diego's Undergrounding**
 - *Background History*
- 5) San Diego's 'Joint Projects' Model**
 - *San Diego City's New Project Execution Model*
- 6) Private Undergrounding Cost**
 - *Cost Difference Under The 20B & 20C Rule Sets*
- 6) Key Call Outs**
 - *With Take-A-Ways and Next Steps*

“

**The great thing
is to get the
True Picture,
whatever it is**

- Winston Churchill



1) EXECUTIVE SUMMARY

Bottom Line Up Front

- 1) Del Mar's cost for undergrounding is on the lower end of the total installed price ranges when compared to comparable local cities.
- 2) SDG&E appears to operate with the highest 20B costs among California Investor-Owned Utilities (IOUs), although these fees total less than 21% of Del Mar's total project cost.
- 3) Del Mar has reduced SDG&E's scope more than other cities, and our current total costs are slightly less than San Diego's 2015 costs when adjusted for Inflation (*CCCI*).
- 4) 20B estimated costs are showing a future increase in some SDG&E reports, which matched the price increase pattern that preceded San Diego's 2019 price increase. However, current estimate increases have not shown up in any actual construction cost data to date.
- 5) Private Projects (20C) do average around 30% less than Community projects (20B), but the median Private Projects are often not cheaper, and Del Mar is unlikely to capture average savings at scale even if permitted. Moreover, Del Mar is not legally allowed to fund 20C projects.
- 6) Del Mar has executed a handful of strategies that have further reduced our cost compared to other SoCal Communities.

2) LOCAL COMPARABLES

Cost Per Underground Foot

Summary

- 1) City/T&C construction costs for Del Mar are approximately **21% to 71%** lower than those of the other cities.
- 2) SDG&E costs for Del Mar are approximately **33% to 70%** lower than those of the other cities.

Engineering to Recently Closed Projects

City	Total ¹	T&C ²	SDG&E ³
Del Mar ⁴	\$693	\$391	\$146
Coronado	\$1,534	\$668	\$479
San Diego ⁶	\$1,752	\$1,330	\$266
Laguna Beach	\$750	\$493	\$219 ⁵

The City will continue to track these costs and will request cost information from other cities, such as Solana Beach as their project progress.

General Notes

- A. San Diego operates under their own rule set that includes Tax, less credits, and includes customer laterals.
- B. According to SDG&E, unique challenges in the Coronado projects may be driving higher costs. The estimates may also be conservative, like the initial Del Mar estimates.
- C. Laguna Beach is unique in having both SDG&E and SCE projects. The SDG&E costs appear to be roughly double those of SCE.

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2) LOCAL COMPARABLES

Cost Per Underground Foot

Footnotes

1. Project definition and program strategies varies by each city. For example, Coronado includes ITCCA and excludes design and construction services, while San Diego excludes SDG&E credits.
2. T&C Represents the City construction costs for trench and conduit. San Diego may include soft costs.
3. SDG&E costs are calculated after applying credits and ITCCA and require interpolation for San Diego.
4. Del Mar costs are adjusted to FY 2026 dollars.
5. Laguna Beach SDG&E number, reflects SDG&E costs only and does not include SCE projects.
6. San Diego does not have 20B projects, they operate under their own 'Surcharge Program'
7. If we included Del Mar lateral costs like San Diego, it would add approximal +\$71 per underground foot.

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3) CA Utility Company Comparables

Investor-Owned Utilities (IOUs)

Summary: SDG&E appears to operate with the highest 20B costs among California Investor-Owned Utilities (IOUs), although these fees total less than 21% of Del Mar’s total project cost.

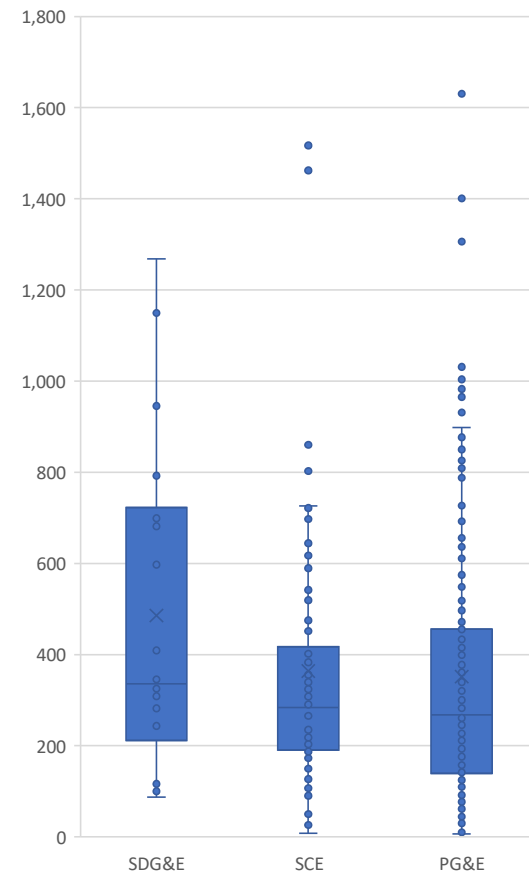
In Construction to Closed Projects - Price Score¹⁻⁴

Project Type:	Description	SDG&E	SCE	PG&E
20A	Main Corridors	1,064	996	914
20B	City / Community Projects	775	336	331
20C	Customer Projects	384	355	518

Footnote

1. SDG&E, Southern California Edison (SCE), and Pacific Gas & Electric (PG&E), report annually on their Rule 20 undergrounding programs to the California Public Utilities Commission (CPUC). This data is as reported from the latest 2024 reports
2. Price Score is determined by the reported Project Cost (Actual) Per Foot of Primary UG Circuit and shown by Project Type.
3. Data is 'as reported' to the CPUC with limited detail for comparison with other cost data, so the above Price Score is used to enable broader comparisons across IOUs.
4. THESE NUMBERS CANNOT BE COMPARED TO COSTS ON ANY OTHER SLIDE
5. CPUC reports for 2025 are due April 1, 2026 as a further update

20B Construction-Closed Project Data



SCE had projects at \$5185.31 & 2594.97 and SDG&E at 8139.59 trimmed from this chart for display purposes.

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4) San Diego's Undergrounding

Background History

SD Started undergrounding in the 1960s and has Historically Undergrounded ~12-15 miles per year since 2002

1967 - Rule 20A Funding Created: required SDG&E to devote 1.15% of gross receipts to undergrounding.

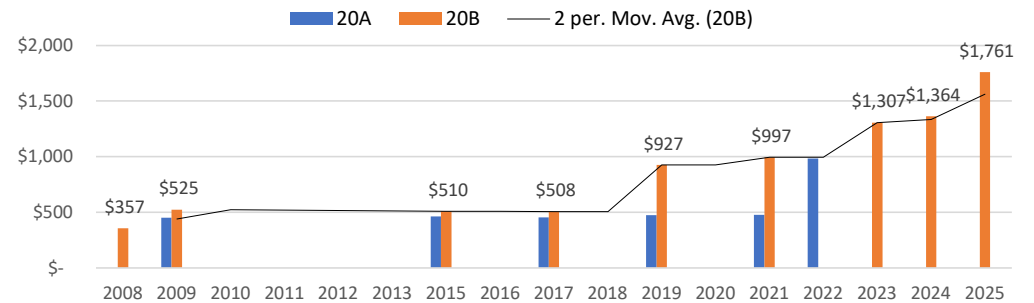
1970 - 50-year Franchise Agreement: with SDG&E for electric and gas services

2002 - Surcharge Funding Added: 3.53% surcharge fee based on gross receipts from SDG&E customers within the City of San Diego.

2022 – 20A eliminated & New MOU agreed which added the option of a Joint Project model in response to increasing cost.

2025 – Increasing annual spend by 5X

Estimate History 'Price Per Foot*'

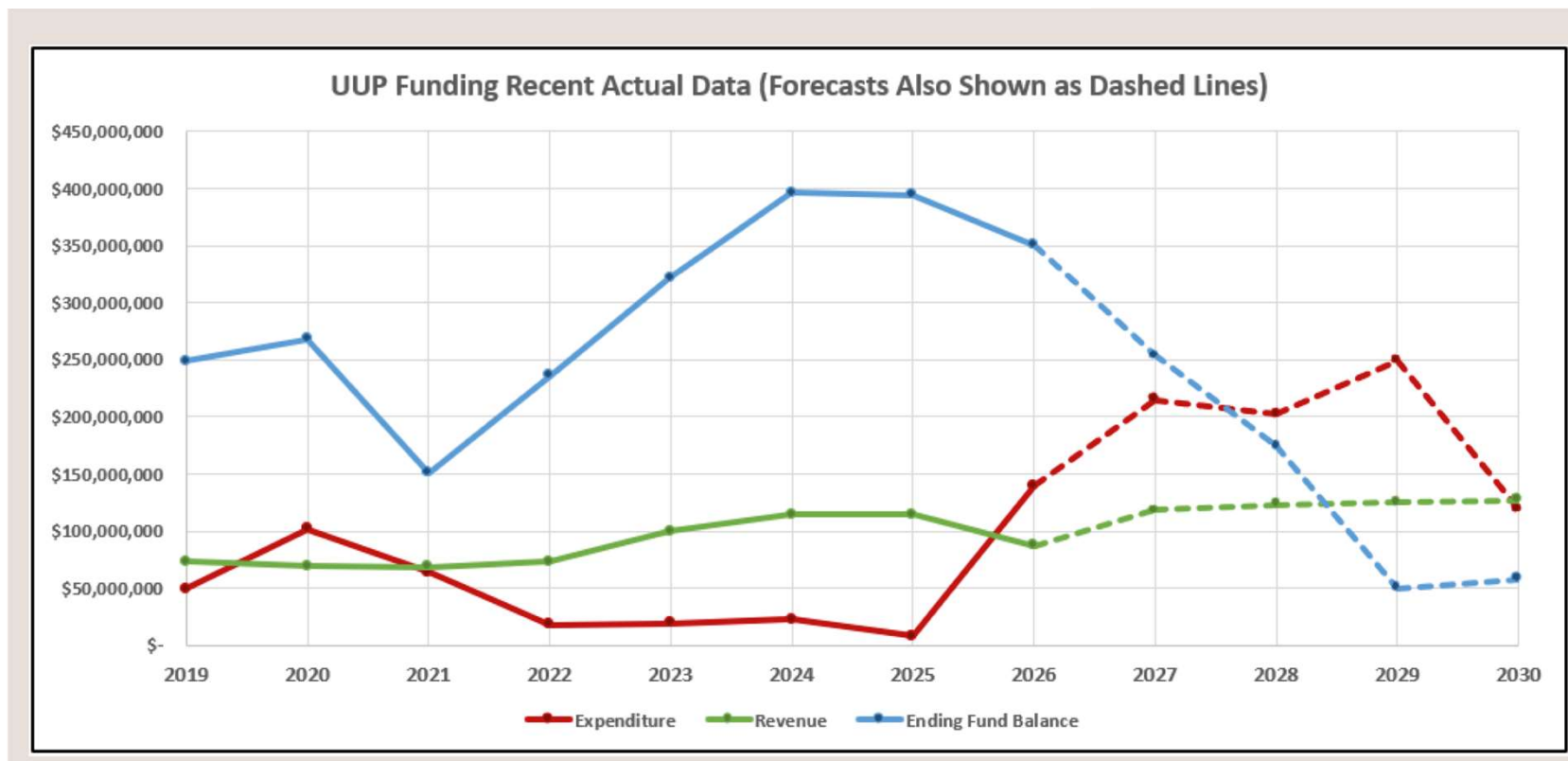


*SD's reporting distance has evolved from Overhead, to Trench, to Total Installed, and now to Streets Miles undergrounded, each reporting methodology change lowers the apparent reported cost per foot, this graph shows the project estimates 'as reported' at the time.

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4) San Diego's Undergrounding Background History

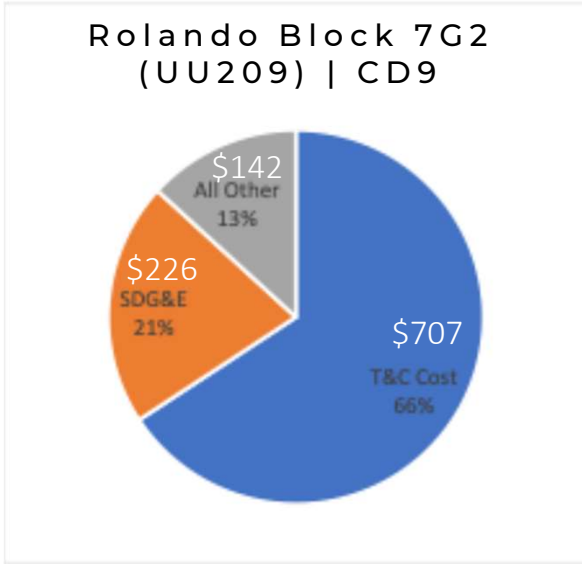
San Diego is now increasing their annual spend 5X



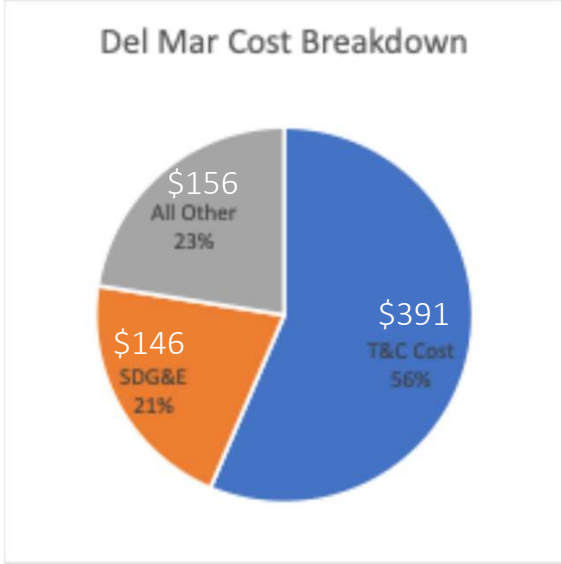
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5) San Diego's New 'Joint Projects' Model

v.s. \$1,752 on their standard project model



Total \$1,075 per Trench Foot¹⁻²



Total \$693 per Trench Foot

- Summary for Del Mar**
- T&C Construction costs are the largest undergrounding expense.
 - Awarded to lowest bidder and costs are highly variable.
 - E.g. Lowest bidder for Crest Canyon (X1A) saved us an additional 20% compared to second lowest.
 - As of today, likely single digit savings available to Del Mar with this strategy.
 - But worth further exploration as a valid possible mitigation to help offset any future Investor-Owned Utility 20B fee increase
 - However, 20B projects are not allowed to bring engineering in house / contract directly.

Footnotes

1. San Diego T&C cost includes private property laterals.
2. Other capitalized city assets such as streetlights and pedestrian curb ramps were removed from this analysis.
3. SDG&E Costs are reduced based on Credits. The cost prior to credits are 30%.

6) Private Undergrounding Cost

SDG&E's 2023 & 2024 Construction-Closed

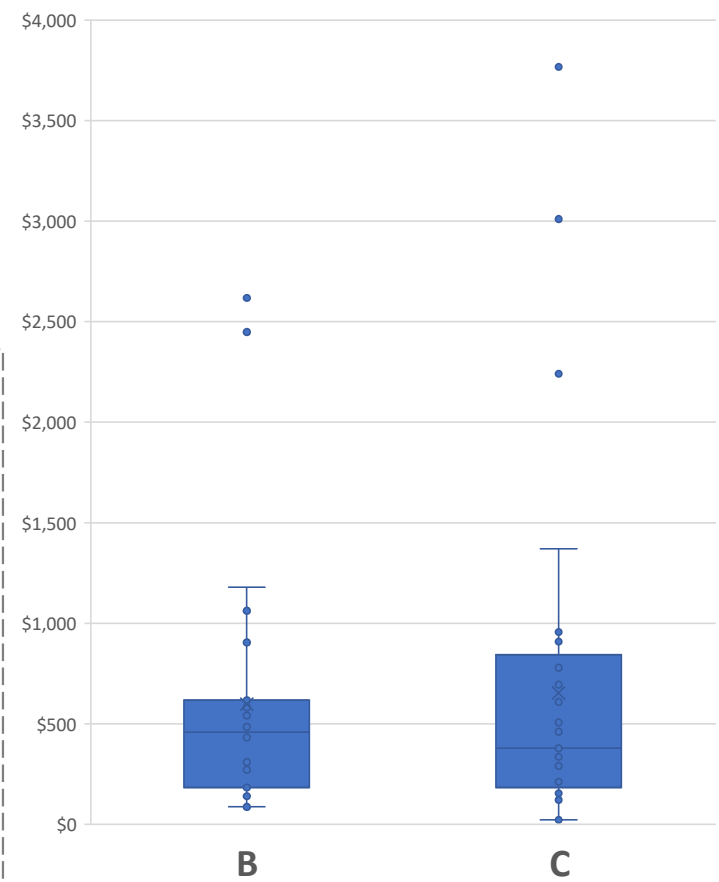
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	Project Type	Average Cost
20B	Community / neighborhood scale projects	\$955
20C	Private-pay for groups of individual properties	\$677

Summary:

- 1) 20C projects appear to be up to 30% cheaper on average than 20B
- 2) However, the median 20C cost is higher and range is wider.
- 3) Many 20B and 20C projects cost the same.
- 4) Moreover, the probability of capturing savings is low at scale, especially when accounting for management, coordination and city requirements.
- 5) Furthermore, 20C projects receive substantially less credits than 20B projects and the City cannot legally participate.

20B vs 20C Cost Per Trench Foot



7) KEY CALL OUTS

With Take-A-Ways and Next Steps

Captured Savings (To Date):

- 1) Implemented a contracting strategy to reduce SDG&E's scope more than other cities (*e.g. Civil construction, civil design, homeowner outreach, and telecommunications coordination, etc.*).
- 2) Del Mar requested and SDG&E waived the ITCCA fees.
- 3) Communications Utilities Self-Fund their Scope.
- 4) Implanted Strategy to Maximize SDG&E credits and minimize change orders.

Future Possibilities (Unvetted):

- 1) **Continue:** Explore further cooperation agreements with SDG&E to optimize interfaces and scope delivery.
- 2) **Continue:** Evaluate and optimize cost (funding and financing), scheduling, and community impact tradeoffs in the project scenarios.
- 3) **New:** Create City Council alignment on contingency plan if total installed cost change by greater than +/-25% expected estimates.

References

UNDERGROUNDING PROJECT EFFICIENCY SUBCOMMITTEE

California Public Utilities Commission (CPUC) Rule 20 Reports

- 1) SDG&E
 - 1) [Electric Rule 20 Guidebook](#)
 - 2) [2024](#)
 - 3) [2023](#)
- 2) SCE
 - 1) [Electric Rule 20 Guidebook](#)
 - 2) [2024](#)
 - 3) [2023](#)
- 3) PG&E
 - 1) [Electric Rule 20 Guidebook](#)
 - 2) [2024](#)

San Diego – UG Reports

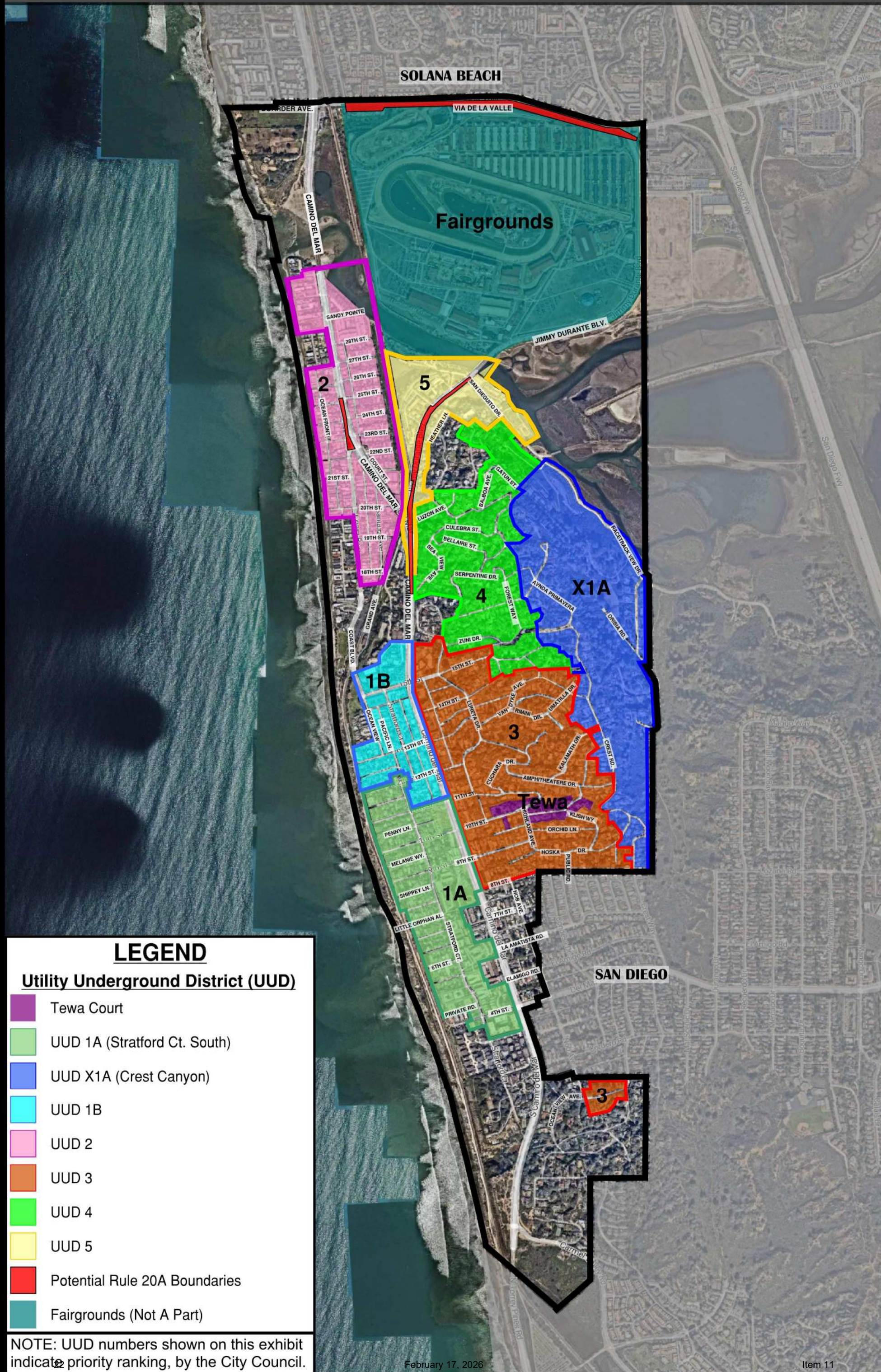
- 1) [2015](#)
- 2) [2017](#)
- 3) [2019](#)
- 4) [2021](#)
- 5) [2024](#)
- 6) [2025](#)

San Diego - SDG&E

- [2015 Audit Report](#)
- [2024 Audit Report](#)
- [2022 MOU with San Diego](#)

Citywide Utility Undergrounding Map

ATTACHMENT B





City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Sarah Krietor, Administrative Services Manager/City Clerk
Via Ashley Jones, City Manager

DATE: February 17, 2026

SUBJECT: Update to 2026 City Council Regional and Local Appointments

REQUESTED ACTION/RECOMMENDATION:

Staff recommends that the City Council review and approve any necessary updates to the 2026 City Council Regional and Local Appointments (Attachment A) following Councilmember Terry Gaasterland's recent resignation from several Council liaison assignments.

BACKGROUND:

Councilmembers represent the City on regional boards and organizations, act as liaisons to City Council advisory committees, represent the City Council on community organizations, and work on specific matters in Council subcommittees. Each year, the City Council reviews local and regional appointments and makes or affirms appointments for the calendar year in accordance with Council historical practice and City Council Policy 101 (Attachment B). The City Council approved the 2026 Regional and Local Appointments on January 6, 2026, which is included for reference as Attachment A.

DISCUSSION/ANALYSIS:

On January 27, 2026, Councilmember Gaasterland notified staff that due to time constraints regarding her professional responsibilities at the University of California San Diego, she has resigned as Council Liaison to the Lagoon (Primary), Finance (Alternate), and Undergrounding Program Advisory (Primary) committees (Attachment C).

Staff requests that the City Council discuss how to best address the Council Liaison vacancies and provide direction to staff to amend the 2026 Regional and Local Appointments as appropriate.

ATTACHMENTS:

Attachment A – 2026 City Council Local and Regional Appointments
Attachment B – City Council Policy 101
Attachment C – Gaasterland Committee Resignation Notification

City Council Action:



DEL MAR CITY COUNCIL 2026 REGIONAL & LOCAL APPOINTMENTS

CITIZEN ADVISORY COMMITTEES (*Citizen Advisory Committee meeting dates and times are available on the City's Public Meeting Calendar at <https://www.delmar.ca.us/calendar.aspx?CID=14>*)

Committee	Council Liaisons	
<u>Finance Committee</u> Meets Quarterly	John Spelich	Terry Gaasterland
<u>Measure Q Citizen Oversight Committee</u> Meets twice per year or as-needed	Dan Quirk	Terry Gaasterland (alternate)
<u>Parks & Recreation Committee</u> Meets Quarterly	Tracy Martinez	Dan Quirk (alternate)
<u>Lagoon Committee</u> Meets Quarterly	Terry Gaasterland	John Spelich (alternate)
<u>Shores Park Master Plan Ad-Hoc Advisory Committee</u> Meets As-Needed	Terry Gaasterland	John Spelich
<u>Sustainability Advisory Committee</u> Meets Quarterly	Tracy Martinez	Terry Gaasterland (alternate)
<u>Traffic and Parking Advisory Committee (TPAC)</u> Meets twice per year or as-needed	Dan Quirk	John Spelich (alternate)
<u>Undergrounding Program Advisory Committee</u> Meets Quarterly	Terry Gaasterland	John Spelich

COUNCIL SUBCOMMITTEES (*The following Council subcommittees meet to discuss specific topics or special projects and/or meet intermittently to interact with staff, as needed*)

Subcommittee	Council Liaisons	
Housing Subcommittee	Terry Gaasterland	Tracy Martinez
Human Resources Subcommittee	Terry Gaasterland	Tracy Martinez
Del Mar Railroad Subcommittee <small>*Same liaisons as SANDAG Board</small>	Terry Gaasterland	Tracy Martinez
Planning Process Subcommittee (includes Sea Level-Rise Adaptation Plan Implementation)	John Spelich	Terry Gaasterland
Clean Water Rate Project (On Hold)		
Legislative Subcommittee* <small>* Members serve 2-year terms</small>	Tracy Martinez	John Spelich
Civic Center Operations Guide Subcommittee	John Spelich	Terry Gaasterland



DEL MAR CITY COUNCIL 2026 REGIONAL & LOCAL APPOINTMENTS

COMMUNITY ORGANIZATIONS

Organization	Council Liaisons	
Del Mar Community Connections	Tracy Martinez	John Spelich
Del Mar Village Association	Terry Gaasterland	Tracy Martinez
Del Mar Non-Profits Bi-Annual Meetings	Mayor	Deputy Mayor

REGIONAL ORGANIZATIONS


Organization	Primary	Alternate
<u>Clean Energy Alliance Joint Powers Authority (JPA)</u> Meets last Thursday of the month at 2:00 p.m. (Except November and December)	John Spelich	Terry Gaasterland
<u>CSA-17 Ambulance District Adv. Board</u> Meets quarterly at 4:00 p.m. 1 st Tuesday (Feb/May/Aug/Nov). This board oversees ambulance services in Del Mar, Encinitas, Solana Beach, and Rancho Santa Fe.	Tracy Martinez	No Alternate
<u>Fire Governance Board</u> (Solana Beach, Del Mar, Encinitas)	Tracy Martinez	John Spelich
<u>LAFCO Cities Advisory Committee</u> Meets intermittently	City Manager	Assistant City Manager
<u>League of California Cities – San Diego Division</u> Meets the 2 nd Monday of the month at 11:30 a.m.	Mayor	Deputy Mayor
<u>METRO Commission/ METRO Wastewater JPA*</u> Meets 1 st Thursday of the month at noon	Dwight Worden (resident representative)	
<u>North County Transit District*</u> Meets 3 rd Thursday of the month at 2:00 p.m.	Tracy Martinez	John Spelich
<u>Regional Solid Waste Association (RSWA)*</u> Meets quarterly at 9:00 a.m. or as-needed	John Spelich	Dan Quirk
<u>San Diego County Water Authority*</u> Meets 4 th Thursday of the month at 9:00 a.m. Appointed 3/12/2023	Mel Katz	City Manager



DEL MAR CITY COUNCIL 2026 REGIONAL & LOCAL APPOINTMENTS

Organization	Primary	Alternate
<u>San Dieguito River Valley Regional Open Space Park (JPA) – Exec. Committee</u> Meets 3 rd Friday of the month 11:00 a.m. usually at County Admin. Bldg. (Usually only meets 6-8 times/year)	Terry Gaasterland	Tracy Martinez
<u>SANDAG Board of Directors*</u> Meets 2 nd Friday at 10:30 a.m. & 4 th Friday at 9:00 a.m.	Terry Gaasterland	Tracy Martinez (1 st) John Spelich (2 nd)
<u>SANDAG LOSSAN Executive Task Force</u>	Terry Gaasterland	Tracy Martinez
<u>SANDAG Shoreline Preservation Working Group</u> Meets quarterly, 1 st Thursday of the month at 11:30 a.m.	Terry Gaasterland (alternate position)	John Spelich (1 st) Tracy Martinez (2 nd)
SANDAG Committees- Appointments by North County Coastal Region		
<u>SANDAG Borders Committee*</u> Meets quarterly 4 th Friday of the month at 1:30 p.m.	Terry Gaasterland	No Del Mar Rep.
<u>SANDAG Regional Planning Committee*</u> Meets on the 5 th Friday of the month (Jan/Mar/May/Jul/Oct) at 9:00 a.m.	Tracy Martinez	No Del Mar Rep.

*Receives stipend.

		CITY OF DEL MAR CITY COUNCIL POLICY BOOK	
101	APPOINTMENTS OF COUNCIL MEMBERS TO REGIONAL ORGANIZATIONS, AND LOCAL COUNCIL COMMITTEES AND SUBCOMMITTEES	DATE REVISED:	9-15-2014
		BY RESOLUTION:	2014-70
		PAGES:	1 OF 1

POLICY:

It shall be the policy of the City Council to make or reaffirm Council Members' appointments to regional organizations, and local committees and subcommittees, prior to the second January meeting of City Council in odd years following an election in November of even numbered years unless requested by a Council Member regarding his/her own position.

Sarah Krietor

From: Terry Gaasterland [REDACTED]
Sent: Tuesday, January 27, 2026 9:40 AM
To: Ashley Jones
Cc: Sarah Krietor
Subject: Resignation from three Committees

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ashley and Sarah,

I am writing to notify you of my resignation as Council liaison to the following three Advisory Committees due to time constraints regarding my professional responsibilities at UCSD:

- Finance
- Lagoon
- Undergrounding

I have looked carefully at my schedule this year, and it is not possible for me to continue as liaison to these committees.

Respectfully,
Terry

Terry Gaasterland
m: [REDACTED]
[REDACTED]
tgaasterland@delmar.ca.us



City of Del Mar Council Liaison Report

TO: Honorable Mayor and City Council Members

FROM: Dwight Worden, Del Mar Representative to the Metro JPA

DATE: February 17, 2026

Metro Sewer JPA February 5, 2026

Highlights: SARA Update: As of February 9th, nine Participating Agencies' Councils/Boards have approved the Second Amended and Restated Agreement (SARA) and Administrative Agreement No. 1 (AA1). Notably, both the largest Participating Agency (Chula Vista) and the smallest (Del Mar) approved the agreements unanimously on the same evening (January 20) through their consent calendars. This was followed by approval from the City of Imperial Beach the following night, and from National City and Otay during the first week of February. El Cajon and the County of San Diego are scheduled to consider approval in late February and March, respectively.

Pure Water Program: The City of San Diego released its annual report on the Pure Water Program. The report is here: https://www.sandiego.gov/sites/default/files/2026-01/pur-art-annual-report-2025-ada-012326_v15.pdf

Full Pure Water program information can be found on the City of San Diego's website at: <https://www.sandiego.gov/public-utilities/sustainability/pure-water-sd/information>

Executive Director Recruitment: Metro has started the process to recruit an Executive Director. I have provided materials to the city manager and staff to help spread the word. I'm serving on the recruitment committee and will keep you appraised.

COMMENTS AND IMPRESSIONS [These reflect my personal comments and impressions and not necessarily the views of the council or the committee]
Busy, but all goes well.