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

Table of Contents

4-7-2026 Regular Meeting Agenda 2
Item 1 - Minutes 10
Item 2 - 4-7-26 List of Demand Packet 18
Item 4 - Citywide Landscaping Contract Award 39
Item 5 - Initial Design TO for UUDs 2 and 25th St 204
Item 6 - Purchase of Fire Vehicles and Grant Application 227
Item 7 - JDB Bluff Stabilization SDG&E 230
Item 8 - Fairgrounds ENRA 238
Item 9 - EP26-017 298
Item 10 - Resolution for 28th St SLA Determination 319
Item 11 - RTIP TransNet LSI Program of Projects 332
Item 12 - Resolution for Overhead Removals in UUD 1A 339
Item 13 - EP25-049 Initial Consideration 350
Item 14 - Major Arterial Median Improvements Project 366
Item 15 - Additional Pension Transfer - Martinez Spelich 391
Item XI and XII - Council Liaison Report - Martinez 414

Del Mar City Council Meeting Agenda

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

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

Regular Meeting
Tuesday, April 7, 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: March 11, 2026, Special Meeting and March 17, 2026, Regular and Special Meeting

Recommended Action: Approve Minutes.

Reference: Clerk's Minutes Book

2. Ratification of List of Demands dated April 7, 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. Citywide Landscape Maintenance Services Contract Award

Recommended Action: Staff recommends that the City Council: 1) Approve an agreement with BrightView Landscape Services, Inc. (Attachment A) to provide citywide landscape maintenance services for an initial three-year period effective May 1, 2026, through May 1, 2029; and 2) Authorize the City Manager to execute the agreement, and any subsequent term extension amendments provided for under the Agreement contingent upon satisfactory performance by the vendor.

Reference: Clerk's File No. 406-1

5. Task Order with NV5 for Initial Design of Utility Undergrounding Districts 2 (Beach Colony) and 25th Street

Recommended Action: Staff recommends that the City Council: 1) Approve a $141,140 Task Order (TO) with NV5 for Initial Design of the Beach Colony and 25th Street Utility Undergrounding Districts (Attachment A); 2) Approve a $30,000 contingency; and 3) Authorize the City Manager to execute the Task Order and any subsequent amendments within the contingency.

Reference: Clerk's File No. 406-1, 1001-2

6. Authorization to Purchase Two New Fire Vehicles and Apply for Del Mar Foundation Grant Funds to Support the Purchase

Recommended Action: Staff recommends that the City Council: 1) Authorize the City Manager to execute purchasing documents with National Auto Fleet Group, utilizing Sourcewell Contract No. 081325-NAF, for the purchase of one (1) model year 2026 Ford F-250 crew cab pickup truck for a Fire Battalion Chief and one (1) model year 2026 Ford F-150 crew cab pickup truck for the Fire Marshal, including outfitting for both vehicles, in the total amount not to exceed $268,000; 2) Authorize the City Manager to apply for grant funding from the Del Mar Foundation to be applied toward the Fire Marshal vehicle cost and to execute all related documents; and 3) Authorize an amendment to the Fiscal Year 2025-2026 Operating and Capital Budget as described in the Fiscal Impact section of this report.

Reference: Clerk's File No. 201-13, 601-5

7. Approval of San Diego Gas & Electric Customer Payment Remittance for the Jimmy Durante Boulevard Bluff Stabilization Project

Recommended Action: Staff recommends that the City Council approve the San Diego Gas & Electric (SDG&E) Customer Payment Remittance for the Jimmy Durante Boulevard Bluff Stabilization Project in an amount up to $148,550 (Attachment A) and authorize the City Manager to execute any necessary documents and make the payment.

Reference: Clerk's File No. 1404-2

8. Consideration of a Second Amendment to the Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association Relating to Fairgrounds Affordable Housing (Housing Element Program 3A)

Recommended Action: Staff recommends the City Council: 1) Approve the Second Amendment to the Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association including renaming the agreement from ENRA to the "Agreement for Affordable Housing Site Due Diligence and Development Feasibility Analysis" (Attachment A); and 2) Authorize the City Manager to execute the agreement.

Reference: Clerk's File No. 406-1

VIII. PUBLIC HEARING

9. Encroachment Permit (EP) 26-017 to Permit an Existing Wall and Other Improvements within the Public Right-of-Way at 1215 Cuchara Drive

Applicant: Anne Marie Schur and Eduardo Schur

Recommended Action: Staff recommends the City Council adopt the attached Resolution (Attachment A) conditionally approving Long-term Major EP26-017 to permit an existing wall, fence, and vegetation on the east side of the property at 1215 Cuchara Drive.

Reference: Clerk's File No. 802-1

10. Adoption of Resolution to Declare the City-Owned 28th Street Vacant Lot Exempt Surplus Land per Surplus Lands Act (APN 299-030-12)

Recommended Action: Staff recommends the City Council adopt a Resolution (Attachment A) to declare that the small City-owned 28th Street vacant lot 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

11. Resolution Approving the Del Mar Projects for Inclusion in the TransNet Local Street Improvement Program of Projects for Fiscal Year 2026-2027 through Fiscal Year 2030-2031 and Amending Fiscal Year 2024-2025 Programming to include Carry-Over Funding

Recommended Action: Staff recommends that City Council conduct a public hearing and adopt a Resolution (Attachment A) approving Del Mar projects for inclusion in the TransNet Local Street Improvement Program of Projects as part of the Regional Transportation Improvement Program.

Reference: Clerk's File No. 901-5

12. Resolution Establishing the Date by Which Overhead Electric and Communication Facilities Shall be Removed in the Underground Utility District 1A (Stratford Court South)

Recommended Action: Staff recommends that the City Council conduct a public hearing to adopt a Resolution (Attachment A) establishing the date by which overhead electric and communication facilities shall be removed in the Underground Utility District 1A (Stratford Court South) in accordance with Del Mar Municipal Code (DMMC) Section 23.54.030.

Reference: Clerk's File No. 1001-2

IX. COUNCIL MEETING RECESS

X. CITY COUNCIL OTHER BUSINESS

13. Initial Consideration of an Appeal of Encroachment Permit (EP) 25-049

EP Appellant and Applicant: Paul Rael
Appellant's Address: 1612 Stratford Way (APN: 299-280-47-00)

Recommended Action: Staff recommends that the City Council uphold the denial of Encroachment Permit EP25-049 (Attachment A) and decline to set the appeal for a de novo hearing.

Reference: Clerk's File No. 802-1

14. Approval of Major Arterial Median Design and Task Order with MW Peltz & Associates for Final Design

Recommended Action: Staff recommends that the City Council: 1) Approve the conceptual design for the Major Arterial Medians Improvements Project; 2) Approve a $120,585 Task Order for Final Design Services with MW Peltz &

Associates (Attachment A); 3) Approve a $10,000 contingency; 4) Authorize the City Manager to execute the Task Order and any subsequent amendments within the contingency; and 5) Authorize an amendment to the FY 2025-26 Operating and Capital Budget allocating an additional $30,000 from the General Fund to the Project.

Reference: Clerk's File No. 406-1, 901-9

15. Reconsideration of Additional Pension Fund Transfer for FY 2025-26

Recommended Action: Mayor Martinez and Deputy Mayor/Finance Committee Liaison Spelich request that the City Council approve an additional transfer of $425,000 to the Pension Reserve Fund, as previously recommended by City staff and the Finance Committee, in Fiscal Year (FY) 2025-26.

Reference: Clerk's File No. 502-5

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)
   Recommended Action: Receive Report
F. Regional Solid Waste Association (Spelich/Quirk)
G. San Diego Association of Governments Board (SANDAG) (Gaasterland/Martinez/Spelich)
   Recommended Action: Receive Report
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)
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)
Recommended Action: Receive Report
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)
Recommended Action: Receive Report
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)
Recommended Action: Receive Report
O. Traffic and Parking Advisory Committee (Quirk/Spelich)
P. Undergrounding Program Advisory Committee (Spelich/Martinez)
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.

April 21, 2026
Presentation by Greg Wade, CEO of Clean Energy Alliance (CEA)
North County Transportation District Presentation on Agency Performance
North County Transportation District License Agreements (Water and Sewer Pipeline Relocations and Undercrossing)
Public Works Department Reorganization
Resolution to Adopt General Plan Amendments Relating to the Safety Element and Environmental Justice Element
SB 707 Brown Act Public Participation & Disruption Policy
Pavement Management Program Funding Alternatives
Public Works Department Reorganization
Committee, Board, and Commission Attendance Policy Update

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 1st day of April, 2026 at approximately 6:05 p.m.



Sarah Krietor, Administrative Services Manager/
City Clerk

4/1/2026
Date

DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
COUNCIL GOALS & PRIORITIES WORKSHOP
MARCH 11, 2026

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

CALL TO ORDER
Mayor Martinez called the meeting to order at 2:01 P.M.

ROLL CALL
Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; Councilmembers Terry Gaasterland and Dan Quirk (arrived at approximately 2:37 p.m.).

PLEDGE OF ALLEGIANCE
Mayor Martinez led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATION
Mayor Martinez opened Public Oral Communication and the following people spoke:

1) Lee Larcher provided comments regarding drainage on 10th Street.
2) Anais Muller-Cohn provided comments related to the Native Plant Ordinance.
3) Greg Rothnem provided comments related to pedestrian safety, bikes and e-bikes.
4) Janet Wilson provided comments regarding public right-of-way vegetation maintenance.
5) Peter Lasensky provided comments regarding potential trip hazards.

Mayor Martinez closed public oral communication.

Council consensus was to for staff to prepare a response to the public speaker requesting that the City adopt a Native Plant Ordinance to share information on what the City is already doing to encourage and require the use of native plants and for staff to provide a future presentation on this topic to the Sustainability Advisory Committee.

Regarding bike and e-bike safety concerns, Council consensus was for staff to request a presentation from Sheriff Captain Shane Watts at a future City Council meeting before summer and to look into bringing back “Coffee with the Sherriff” events.

City Manager Ashley Jones suggested that staff evaluate the potential hazard report provided by Mr. Lasensky, take action as appropriate, and provide a response to Mr. Lasensky.

CITY COUNCIL BUSINESS

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

Items Completed in FY 2025-2026
City Manager Ashley Jones provided an introduction to the Workshop and highlighted key Work Plan items that have been or will be completed in Fiscal Year (FY) 2025-2026.

Council questions focused on the status of the Citywide Curbside Management Inventory work plan item including timing for bringing the item to the Traffic and Parking Advisory Committee (TPAC) and the City Council.

FY 2026-2027 Tier 1 Work Plan Items

City Manager Jones introduced the Tier 1 FY 2026-2027 Work Plan and key initiatives for the Administrative Services Department, City Manager's Office; Planning and Community Development; and Public Works Department were highlighted by staff.

Council questions focused on the upcoming transition of fire management services and scope of future long-term service deliver analysis and timing for completion; Camino del Mar Bridge replacement process construction timing and coordination with CalTrans, whether the City Council will review the project's bid documents prior to the bid posting, and construction oversight options for the project; status of funding sources for the Riverpath Del Mar Phase 3 Project and timing for construction; and timing for the additional Measure Q financial modeling directed by Council to be presented to the Undergrounding Program Advisory Committee (UPAC) and the Finance Committee at a joint meeting and then to the City Council.

Council consensus was for staff to provide Council with a copy of the most recent Standards of Coverage Report and Fire Department annual reports.

FY 2026-2027 Tier 2 Work Plan Items

City Manager Jones provided an introduction on the Tier 2 FY 2026-2027 Work Plan, and key initiatives for the City Manager's Office; Planning and Community Development; and Public Works Department were highlighted by staff.

Council questions focused on timing for development of the hedge ordinance and next steps regarding seeking City Council direction; San Dieguito Lagoon Shoreline Protection Planning Project (Levee/Trails) and Implementation of State Parks Grant Funding opportunities; timing and approach for the Coast Boulevard Stormwater Analysis and Infrastructure Alternatives Study and whether the City Attorney's memorandum on this topic is considered confidential.

FY 2026-2027 Tier 3 Work Plan Items

City Manager Jones provided an introduction on the Tier 3 FY 2026-2027 Work Plan items, and key initiatives for the City Manager's Office; Planning and Community Development; and Public Works Department were highlighted by staff.

Council questions focused on the scope of updating the City's leaf blower prohibition ordinance; median improvements; and turning the Design Review Board guidelines into an ordinance.

Council consensus was to remove turning the Design Review Board guidelines into an ordinance from the City's workplan and they directed staff to research outreach and incentive opportunities to promote the use of electric power tools, lawn mowers, and weedwhackers, and to include these opportunities in the Climate Action Plan update currently underway.

FY 2026-2027 Significant Annual Public Works Maintenance and Repair Projects

City Manager Jones provided an introduction on the Significant Annual Public Works Maintenance and Repair Projects and Public Works Director Bride presented staff's paving proposal for FY2026-2027. Council questions focused on the roadway condition ratings; what would be involved for staff to provide information about expanding the scope of paving in million dollar increments up to an

additional $3M for the upcoming fiscal year; and clarification on the scope of the small area paving project.

There was Council consensus for staff to bring an agenda report to Council in April 2026 outlining additional pavement work that could be completed in the coming fiscal year in million dollar increments up to an additional $3M, along with colored maps that identify future paving areas. Council also directed staff to include information about where to access the Pavement Condition Assessment that was completed in 2024 in the Del Mar Weekly. Regarding small area paving, Council consensus was for staff to return to City Council for approval of a small area paving contract based on the City's needs and available budget.

FY 2026-2027 Proposed Council Initiated Items

Council Health Insurance. Council discussed providing City-sponsored health insurance coverage for Councilmembers on a go-forward basis. Council consensus was for staff to evaluate the process and options for providing Councilmember health insurance benefits including looking regionally at what and how these benefits are provided to Councilmembers by other municipalities.

Additional Maintenance Projects. Staff presented photos of the metal railing on Camino del Mar near dog beach which were replaced prior to the meeting and the City Manager explained that the Public Works Department has been tasked with identifying all of the City's facility and field assets and developing a detailed schedule of maintenance to ensure timely repair and maintenance activities.

Standardization of Encroachment Permit Review. Council discussed a proposal for a standardized review of encroachments that would be based on a holistic approach. There was not majority Council support to move forward with this Work Plan item as this time. The Council discussed potentially reconsidering this proposal following completion of the Citywide Curbside Management Inventory and the Hedge Ordinance scheduled to come to Council in FY 2026-2027.

ADJOURNMENT
Mayor Martinez adjourned the meeting at 5:10 P.M.

_____
Sarah Krietor, Administrative Services Manager/
City Clerk

CITY OF DEL MAR
CITY COUNCIL REGULAR MEETING MINUTES
MARCH 17, 2026
City of Del Mar Town Hall
1050 Camino del Mar, Del Mar California 92014

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

CALL TO ORDER
Mayor Tracy Martinez called the Regular Meeting to order at 4:45 p.m.

ROLL CALL
Present: Mayor Tracy Martinez; Deputy Mayor John Spelich; and Councilmember Terry Gaasterland

Absent: Councilmember Dan Quirk

CITY ATTORNEY CLOSED SESSION REPORT
City Attorney Christina Cameron reported that were no reportable actions for the March 17, 2026, Closed Session.

PLEDGE OF ALLEGIANCE
Mayor Martinez led the Pledge of Allegiance.

PUBLIC ORAL COMMUNICATIONS
Mayor Martinez opened public oral communications and Diana Kutlow representing Senator Catherine Blakespear's office spoke. Mayor Martinez closed public oral communications.

CITY COUNCIL COMMUNITY ANNOUNCEMENTS
Mayor Martinez reported that the tickets are currently on sale for the Del Mar Village Association (DMVA) Summer Solstice event on June 18, 2026, and registration is open online at delmarclimate.org for the Del Mar Climate event on April 23, 2026, at 6:00 p.m. in the Del Mar Town Hall.

CITY MANAGER'S REPORT
City Manager Ashley Jones reported on the Short-Term Rental (STR) Permit Application period now open through May 1, 2026, and staff permit application assistance available via an in-person Workshop on March 18, 2026, from 1:00-2:00 p.m. in the Town Hall, a Zoom Workshop on March 25, 2026, from 3:00-4:00 p.m. which will recorded and posted to the City's website, and drop-in counter hours at City Hall on Tuesdays and Thursdays from 1:00-4:00 p.m. City Manager Jones also reported on the Del Mar Recycles event hosted by EDCO on Saturday, March 21, 2026, from 9:00 a.m. to 12:00 p.m. in the lower parking lot of Shores Park where residents can drop off electronic waste, fluorescent bulbs, household batteries, and sharps; papers for shredding; and donate reusable items to Goodwill.

PRESENTATIONS

ITEM 1: MEASURE Q CITIZEN OVERSIGHT COMMITTEE ANNUAL REPORT FOR FY 2024-2025 (CLERK'S FILE NO. 401-5)

Mayor Martinez introduced the item. A presentation was provided by Measure Q Citizen Oversight Committee Chair Alan Lonbom.

City Council discussion focused on appreciation to Chair Lonbom and the Measure Q Citizen Oversight Committee Members for their work on the committee and their presentation.

There were no public speakers for the item.

ITEM 2: DEL MAR BLUFFS STABILIZATION PHASE 5 AND DEL MAR BLUFFS ACCESS IMPROVEMENTS PROJECTS UPDATE (CLERK'S FILE NO. 1506-1)

Mayor Martinez introduced the item. A presentation was provided by Clint Peace, Senior Director of Capital Delivery and David Cortez Director of Construction and Engineering with the San Diego Association of Government (SANDAG). SANDAG Chief Executive Officer Mario Orso and Senior Capital Project Manager Dinara Ussenova were available to answer questions.

City Council questions on the LOSSAN Rail Realignment Project focused on the status of the geotechnical reports and whether the results of those reports will inform the selected rail alignment.

Council questions on the Del Mar Bluff 5 project focused on the purpose of the access roads included in the Del Mar Bluff 5 Project and the type of material that will be used for the road; access road material specified in the California Coastal Commission (CCC) approval of the Del Mar Bluff 5 Project; whether the concrete used for project drainage ditches can be tinted to match the color of the bluff; color of City drainage ditches and clarification that the City does not have drainage ditches on the bluff; whether plants will be included in locations where burlap has been placed on the bluff at a later stage in the project; cause of the erosion found at Seacliff Way; and Americans with Disability Act (ADA) access requirements for the DMB5 related mitigation projects and whether SANDAG may pursue an exemption.

Mayor Martinez opened the item to public comment and the following people spoke:
1) Ista Cardelae
2) Camilla Rang
3) Shirli Weiss with two donations of time from Lawrence Lare and Lori Ritman
4) Greg Rothnem
5) Mark Handzel with a donation of time from Janet Handzel
6) Dr. Cooper Baker
7) Erick Peterson
8) Myles Anderson representing the 11th Street Surf Club

Mayor Martinez closed the item to public comment.

Additional Council questions focused on the North and South access trail being considered as part of the Del Mar Bluff 5 Project; and clarification on the SANDAG Del Mar Bluff 4 Project mitigation work referenced by a public speaker.

Council discussion focused on desire for SANDAG staff to reaffirm their commitment to Del Mar Bluff 5 Project mitigation related to bluff access.

SANDAG CEO Mario Orso provided comments and reaffirmed SANDAG's commitment to working collaboratively to implement the required DMB5 mitigation projects.

CONSENT CALENDAR

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

IT WAS MOVED BY COUNCILMEMBER GAASTERLAND, SECONDED BY MAYOR MARTINEZ TO APPROVE THE CONSENT CALENDAR ITEMS 3 THROUGH 6. (VOTE 3-0-1)

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

ITEM 3: APPROVAL OF MINUTES: MARCH 3, 2026 REGULAR AND SPECIAL MEETING (CLERK'S MINUTES BOOK)

Council approved the minutes, on consent.

ITEM 4: RATIFICATION OF LIST OF DEMANDS, DATED MARCH 17, 2026 (CLERK'S FILE NO. 201-3)

Council approved the list of demands, on consent.

ITEM 5: WAIVER OF READING OF ORDINANCES ON AGENDA (CLERK'S FILE NO. 401-4)

Council waived the reading of ordinances, on consent.

ITEM 6: APPROVAL OF A DONATION AND GRANT ACCEPTANCE POLICY (CLERK'S FILE NO. 201-16, 201-13)

Councilmember questions focused on whether members of the public can make donations to cover the cost of city operations or initiate a public works or infrastructure project.

Council adopted Resolution 2026-17 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA APPROVING A DONATION AND GRANT ACCEPTANCE POLICY", and authorized the City Manager to make administrative updates to the Policy as may be occasionally needed, on consent.

CITY COUNCIL OTHER BUSINESS

ITEM 7: INFORMATIONAL SUMMARY OF DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE SAN DIEGUITO LAGOON LEVEE, HABITAT ENHANCEMENT, AND TRAIL PROJECT (CLERK'S FILE NO. 1403-5)

An introduction to the item was provided by City Manager Jones. A presentation was provided by Principal Planner Amanda Lee. Planning and Community Development Director Karen Brindley and Principal Engineer Karen Falk were available to answer questions.

Council questions focused on whether this project could be undertaken solely by the City or whether coordination with the San Dieguito River Park Joint Powers Authority (JPA) is needed; clarification

DRAFT

on the public access easement and related California Coastal Commission (CCC) code enforcement issues; flooding risks related to the river; project history; location of the Alvarado House on the Fairgrounds property; and whether the San Dieguito River Park Joint Powers Authority JPA Board has recently received an update on this project.

There were no public speakers for the item.

ITEM 8: INITIAL CONSIDERATION OF AN APPEAL OF ENCROACHMENT PERMIT (EP) 25-049 EP APPELLANT AND APPLICANT: PAUL RAEL, APPELLANT'S ADDRESS: 1612 STRATFORD WAY (APN: 299-280-47-00) (CLERK'S FILE NO. 802-1)

The appellant's representative Bob Scott of RSG Consulting formally requested a continuance of the initial consideration due to only three Councilmembers being present for the meeting. Council consensus was to grant the continuance.

REGIONAL ORGANIZATION AND COUNCIL COMMITTEES/SUBCOMMITTEES/COMMUNITY ORGANIZATION REPORTS

City Council representatives reported on the SANDAG Board of Directors, SANDAG Regional Planning Committee, and Legislative Subcommittee.

ADJOURNMENT

Mayor Martinez adjourned the meeting at 6:45 p.m.

_____

Sarah Krietor, Administrative Services Manager/
City Clerk

DRAFT

DEL MAR CITY COUNCIL
SPECIAL MEETING MINUTES
CLOSED SESSION
MARCH 17, 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 4:22 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 - Significant Exposure to Litigation
Number of Cases: One
Authority: Government Code Section 54956.9(d)(2)
Reportable Action: None.

ADJOURNMENT
Mayor Martinez adjourned the meeting at 4:45 p.m.

_____
Sarah Krietor, Administrative Services Manager/
City Clerk

LIST OF DEMANDS

CITY OF DEL MAR
for
City Council Meeting
April 7, 2026

Vendor Payment Checks		$ 494,303.99
Voids		-
Electronic Fund Transfers (EFT)		1,015,276.54
Electronic Wires		114,848.28
	Total	$ 1,624,428.81

Approved by:

Marco Camacho
Finance Manager/Treasurer

Date: 3/27/26

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
7606	3/11/2026	her26	HERSHEY LAW, P.C.	03062026	3/6/2026	CLAIM PYMT	22,000.00	22,000.00
	Voucher:	7606						
7607	3/11/2026	her26	HERSHEY LAW, P.C.	03062026	3/6/2026	LEGAL REIMB	1,350.00	1,350.00
	Voucher:	7607						
						Sub total for EFT GENERAL ACCOUNT US BANK:		23,350.00

2 checks in this report.

Grand Total All Checks: 23,350.00

APPROVED
By lcarrillo at 10:10 am, 3/10/26

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7608	3/13/2026	ace02	ACE UNIFORMS LLC	VS0135423	3/6/2026	UNIFORMS FIRE	43.30	43.30
	Voucher:	7608						
7609	3/13/2026	kay01	ADAM KAYE	FEB-25	2/27/2026	COMM SRVCS FEB	3,825.00	3,825.00
	Voucher:	7609						
7610	3/13/2026	cha71	CHARTER COMM HOLDINGS	189123701	2/14/2026	FIBER CONNECTION PW FEB	572.67	572.67
	Voucher:	7610						
7611	3/13/2026	cor07	CORODATA RECORDS MGT	RS7154765	2/28/2026	STORAGE SRVCS FEB	161.75	161.75
	Voucher:	7611						
7612	3/13/2026	dix01	DIXIELINE LUMBER CO	06-0633302	2/25/2026	OPERATING SUPP PW	99.40	
	Voucher:	7612		06-0632757	2/20/2026	OPERATING SUPP PW	32.29	
				06-0633517	2/27/2026	OPERATING SUPP PW	22.98	
				06-0632993	2/23/2026	OPERATING SUPP PW	18.48	173.15
7613	3/13/2026	fer07	FERGUSON ENTERPRISES I	0900393	2/19/2026	WATER METER PARTS	1,122.55	
	Voucher:	7613		0901556	2/20/2026	WATER METER PARTS	586.16	
				0901939	2/24/2026	WATER METER PARTS	2,906.89	4,615.60
7614	3/13/2026	hel04	HELIX ENVIRONMENTAL PLA	132387	2/25/2026	CREST CNYN UG DIST UUD X1A	7,813.68	7,813.68
	Voucher:	7614						
7615	3/13/2026	adt01	JOHNSON CONTROLS SEC S	42181923	2/28/2026	ALARM LIBRARY	588.50	588.50
	Voucher:	7615						
7616	3/13/2026	kle01	KLEINFELDER	1573899	2/20/2026	CDM BRIDGE JAN	66,200.03	66,200.03
	Voucher:	7616						
7617	3/13/2026	lif01	LIFE-ASSIST	2081207	3/10/2026	AMBULANCE SUPP FIRE	152.25	152.25
	Voucher:	7617						
7618	3/13/2026	mik03	MIKHAIL OGAWA ENGINEER	12419	2/10/2026	SEWER PROG SUPP JAN	8,472.85	
	Voucher:	7618		12358	1/4/2026	SEWER PROG SUPP DEC	2,878.86	
				12357	1/4/2026	FOG SRVCS DEC	1,005.66	
				12407	2/2/2026	FOG SRVCS	457.10	12,814.47
7619	3/13/2026	nce01	NORTH COUNTY EVS INC	9121	1/13/2026	FIRE ENGINE MAINT #E238	270.00	270.00
	Voucher:	7619						
7620	3/13/2026	opt03	OPTIMIZED INVESTMENT PA	1629	3/11/2026	INVSTMT SRVCS FEB	2,947.36	2,947.36
	Voucher:	7620						

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7621	3/13/2026	pru01	PRUDENTIAL OVERALL SUP	132371057	2/27/2026	UNIFORMS PW - 2/27	90.22	
	Voucher:	7621		132369009	2/20/2026	UNIFORMS PW - 2/20	74.57	
				132369007	2/20/2026	MATS PW - 2/20	8.94	
				132369008	2/20/2026	SHOP TOWELS PW - 2/20	4.41	178.14
7622	3/13/2026	red04	REDFLEX TRAFFIC SYSTEM	INV0117721	2/28/2026	RED LIGHT CAMERA FEB	5,441.49	5,441.49
	Voucher:	7622						
7623	3/13/2026	san12	SAN DIEGO COUNTY SHERI	03102026	3/10/2026	LAW ENF JAN	235,209.47	235,209.47
	Voucher:	7623						
7624	3/13/2026	tyl02	TYLER TECHNOLOGIES INC	C|100-00252334	1/31/2026	SOFTWARE MAINT	4,653.37	4,653.37
	Voucher:	7624						
7625	3/13/2026	uti01	UTILITY SPECIALISTS INC	31830	2/28/2026	UP - X1A CREST CNYN JAN	43,908.75	
	Voucher:	7625		31828	2/28/2026	UP - 1B STRATFORD N JAN	18,956.25	
				31829	2/28/2026	UP - 1A STRATFORD S JAN	1,420.00	
				31831	2/28/2026	UP - X1A CREST CNYN JAN	456.35	64,741.35
						Sub total for EFT GENERAL ACCOUNT US BANK:		410,401.58

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140851	3/13/2026	ard01	ARDURRA GROUP, INC	180639	2/23/2026	JDB BLUFF JAN	11,932.50	11,932.50
	Voucher:	140851						
140852	3/13/2026	bab03	BABCOCK LABORATORIES,	CB61618-10666	2/26/2026	WATER TESTING	604.06	
	Voucher:	140852		CC60120-10666	3/3/2026	WATER TESTING	575.00	1,179.06
140853	3/13/2026	bar29	BARNETT QUALITY CONTRC	26440	2/7/2026	UTILITY UG DIST X1A	3,701.79	3,701.79
	Voucher:	140853						
140854	3/13/2026	cal91	CALIFORNIA BANK & TRUST	02252026	2/25/2026	TC CONST RETENTION #4	5,766.25	5,766.25
	Voucher:	140854						
140855	3/13/2026	cit07	CITY OF SAN DIEGO	1000443562	2/26/2026	WATER TREATMENT JAN	15,426.29	15,426.29
	Voucher:	140855						
140856	3/13/2026	sol01	CITY OF SOLANA BEACH	221136	2/19/2026	PUMP STATION LEASE Q3	32,587.00	
	Voucher:	140856		221142	2/19/2026	FY25 PUMP LEASE TRUEUP	1,097.51	33,684.51
140857	3/13/2026	hds01	CORE & MAIN LP	Y583786	2/25/2026	WATER METER PARTS	4,801.98	
	Voucher:	140857		Y594880	2/27/2026	WATER METER PARTS	241.43	5,043.41
140858	3/13/2026	dav24	DAVIS FARR LLP	4374	3/5/2026	AUDIT SRVCS FEB	3,900.00	3,900.00
	Voucher:	140858						
140859	3/13/2026	lee01	DCL ENTERPRISES INC DBA	0000097527	3/9/2026	HARDWARE REPAIR 1700 COAS	235.00	235.00
	Voucher:	140859						
140860	3/13/2026	del06	DEL MAR AUTOMOTIVE SER	051904	3/3/2026	VEH MAINT PW #73	1,088.17	
	Voucher:	140860		051925	2/23/2026	VEH MAINT PW #83	402.55	
				051884	2/17/2026	VEH MAINT PW #71	128.32	1,619.04
140861	3/13/2026	dun02	DUNN-EDWARDS PAINTS	2082A39816	3/3/2026	PAINT SUPP PW	402.20	402.20
	Voucher:	140861						
140862	3/13/2026	fis12	FISHER INTEGRATED INC	2347	3/1/2026	VIDEO STREAMING FEB	1,100.00	1,100.00
	Voucher:	140862						
140863	3/13/2026	gra02	GRAINGER	9818597271	2/24/2026	WATER METER PARTS	1,414.83	
	Voucher:	140863		9822074481	2/25/2026	WATER METER PARTS	579.48	
				9818220544	2/23/2026	WATER METER PARTS	161.30	
				9828625138	3/3/2026	WATER METER PARTS	79.06	2,234.67
140864	3/13/2026	int09	GREGORY CONLEY, DBA INT	507	2/12/2026	SCADA MAINT JAN	1,531.30	1,531.30
	Voucher:	140864						
140865	3/13/2026	mis14	MISHEK PROPERTY SERVIC	1302	2/25/2026	RESERVOIR CLEANUP	3,500.00	3,500.00
	Voucher:	140865						
140866	3/13/2026	nap01	NAPA AUTO PARTS	753231	2/13/2026	VEH MAINT SUPP PW	421.08	421.08
	Voucher:	140866						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140867	3/13/2026	nea02	NEAL ELECTRIC CORP	90776	2/19/2026	ELECTRICAL SRVCS PHCC	1,630.00	1,630.00
	Voucher:	140867						
140868	3/13/2026	new13	NEW CENTURY CONSTRUC	02232026	2/23/2026	JDB BLUFF PROJ #1	56,810.00	56,810.00
	Voucher:	140868						
140869	3/13/2026	nor21	NORTH COUNTY CONCRETE	3632	2/27/2026	CONCRETE SRVCS PW	410.00	410.00
	Voucher:	140869						
140870	3/13/2026	pac05	PACIFIC PIPELINE SUPPLY	S100485951-001	3/2/2026	WATER METER PARTS	426.80	
	Voucher:	140870		S100486044.001	3/3/2026	WATER METER PARTS	305.20	732.00
140871	3/13/2026	par35	PARADIGM MECHANICAL CO	114759	2/24/2026	HVAC REPAIRS CH	1,400.00	1,400.00
	Voucher:	140871						
140872	3/13/2026	pro24	PROGRESSIVE TECHNOLOC	594763	2/12/2026	DMP SECURITY INSTALL CH	2,512.00	
	Voucher:	140872		594928	3/1/2026	ALARM MONITORING TH APR/JU	162.00	
				594927	3/1/2026	ALARM MONITORING CH APR/JU	162.00	2,836.00
140873	3/13/2026	san136	SAN DIEGO COUNTY SHERI	02172026	2/17/2026	CAL-ID PROG JAN/JUN	429.60	429.60
	Voucher:	140873						
140874	3/13/2026	san138	SAN DIEGO ELEVATOR & LIF	7102840	3/4/2026	ELEVATOR MAINT CH MAR	200.00	200.00
	Voucher:	140874						
140875	3/13/2026	sdg02	SAN DIEGO GAS & ELECTRI	0067 3735 0888 1	3/5/2026	UTILITIES FEB	353.35	
	Voucher:	140875		0012 6209 1548 9	3/3/2026	UTILITIES FEB	114.11	
				0099 5222 5392 9	3/5/2026	UTILITIES FEB	27.64	
				0066 5491 5032 1	3/5/2026	UTILITIES FEB	11.79	506.89
140876	3/13/2026	sou08	SOUTHWEST SIGNAL SERVI	84864	2/28/2026	SIGNAL MAINT FEB	490.42	
	Voucher:	140876		84865	2/28/2026	SIGNAL MAINT FEB	148.45	638.87
140877	3/13/2026	sta36	STANDARD PLUMBING SUPI	ABGK95	2/23/2026	WATER METER PARTS	56.64	56.64
	Voucher:	140877						
140878	3/13/2026	uni25	STAXUP - UNITS LLC	19322	3/5/2026	STORAGE CS MAR	289.85	289.85
	Voucher:	140878						
140879	3/13/2026	tcc01	TC CONSTRUCTION COMPA	02252026	2/25/2026	UUD - X1A CREST CNYN	109,558.75	109,558.75
	Voucher:	140879						
140880	3/13/2026	t-mo01	T-MOBILE USA INC	980755647	2/21/2026	TELEPHONE FEB	12.10	12.10
	Voucher:	140880						
140881	3/13/2026	und01	UNDERGROUND SERVICE A	220260242	3/1/2026	CONT SRVCS FEB	261.55	
	Voucher:	140881		25-262806	3/1/2026	CONT SRVCS FEB	67.58	329.13
140882	3/13/2026	ver12	VERIZON	SV848844	2/20/2026	TELEPHONE JAN	128.54	
	Voucher:	140882		Z2038478	2/8/2026	TELEPHONE JAN	2.64	131.18

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140883	3/13/2026	ver03	VERIZON WIRELESS	872374736-00003	2/18/2026	TELEPHONE FEB	230.11	
	Voucher:	140883		542070053-00002	2/20/2026	TELEPHONE FEB	169.38	399.49
140884	3/13/2026	wax02	WAXIE'S ENTERPRISES, LLC	83806768	3/2/2026	JANITORIAL SUPPLIES LFGD	1,365.45	1,365.45
	Voucher:	140884						

Sub total for GENERAL ACCOUNT US BANK: 269,413.05

52 checks in this report.

Grand Total All Checks: 679,814.63

APPROVED
By lcarrillo at 2:03 pm, 3/12/26

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7626	3/20/2026	ace02	ACE UNIFORMS LLC	VS0134932	2/17/2026	UNIFORMS FIRE	600.76	600.76
	Voucher:	7626						
7627	3/20/2026	act04	ACTIVE NETWORK LLC	1015893	3/6/2026	JR LFGRD PROG	637.50	637.50
	Voucher:	7627						
7628	3/20/2026	coa21	COAST NEWS GROUP	00160332	2/27/2026	AD - ORDIN 1027 ADOPT	54.25	54.25
	Voucher:	7628						
7629	3/20/2026	del02	DEL MAR BLUE PRINT CO, IN	639690	3/11/2026	HAZ HOLE SIGNS CS	867.39	867.39
	Voucher:	7629						
7630	3/20/2026	del31	DELL MARKETING L.P., C/O I	10865884522	3/11/2026	TOWN HALL LAPTOPS	4,682.39	4,682.39
	Voucher:	7630						
7631	3/20/2026	dev02	DEVANEY PATE MORRIS & C	11371	2/17/2026	CITY ATTORNEY JAN	34,201.60	34,201.60
	Voucher:	7631						
7632	3/20/2026	dix01	DIXIELINE LUMBER CO	06-0634270	3/5/2026	OPERATING SUPP CS	98.79	
	Voucher:	7632		06-0634426	3/6/2026	TOOLS PW	48.93	
				06-0634796	3/10/2026	OPERATING SUPP PW	44.66	192.38
7633	3/20/2026	hel04	HELIX ENVIRONMENTAL PLA	132653	2/27/2026	RIVER PATH EXT PHASE 3 FEB	1,680.00	1,680.00
	Voucher:	7633						
7634	3/20/2026	adt01	JOHNSON CONTROLS SEC S	42184165	3/4/2026	ALARM LIBRARY EQUIP	401.10	
	Voucher:	7634		42184164	3/4/2026	ALARM LIBRARY MAR/APR	4.43	405.53
7635	3/20/2026	nat21	NATIONWIDE MEDICAL/SUR	IN54163	3/11/2026	AMBULANCE SUPP FIRE	109.60	109.60
	Voucher:	7635						
7636	3/20/2026	par51	PARKWOOD LANDSCAPE M/	110837	2/28/2026	LANDSCAPE SRVCS FEB	13,285.46	
	Voucher:	7636		110838	2/28/2026	LANDSCAPE SRVCS SHORES FE	980.00	14,265.46
7637	3/20/2026	pit01	PITNEY BOWES GLOBAL FIN	3107719442	3/11/2026	EQUIP RENTAL 1/30 - 4/29	974.94	974.94
	Voucher:	7637						
7638	3/20/2026	pru01	PRUDENTIAL OVERALL SUP	132373138	3/6/2026	UNIFORMS PW - 3/6	125.36	
	Voucher:	7638		132373136	3/6/2026	MATS PW - 3/6	20.84	
				132373137	3/6/2026	SHOP TOWELS - 3/6	4.41	
				131018887	3/10/2026	UNIFORM RFND PW - 3/10	-53.94	96.67
7639	3/20/2026	san03	SAN DIEGO COUNTY WATEF	0226-2	3/9/2026	RAW WATER FEB	140,587.60	
	Voucher:	7639		03172026	3/17/2026	METER UPGRADE CREST RD	3,901.00	
				03172026	3/17/2026	METER UPGRADE SANDY LN	3,901.00	148,389.60
7640	3/20/2026	sca12	SCA OF CA LLC	CA25006599	2/28/2026	SWEEPING SRVCS FEB	3,425.80	3,425.80
	Voucher:	7640						

Bank : eusbnk EFT GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7641	3/20/2026	tow05	TOWNSEND PUBLIC AFFAIR	24915	3/1/2026	LEGISLATIVE SRVCS MAR	4,500.00	4,500.00
	Voucher:	7641						
7642	3/20/2026	wex01	WEX BANK	0496-00-496530-7	3/6/2026	GAS & OIL PW FEB	3,567.18	3,567.18
	Voucher:	7642						
7643	3/20/2026	gan04	WILLIAM GANDER, DBA RES	DM-RT20260305	3/5/2026	SOLAR MONITORING FEB	200.00	200.00
	Voucher:	7643						
7644	3/20/2026	zol02	ZOLL MEDICAL CORPORATI(	4448381	3/10/2026	AMBULANCE SUPP FIRE	528.53	
	Voucher:	7644		4449506	3/11/2026	AMBULANCE SUPP FIRE	224.57	753.10
						Sub total for EFT GENERAL ACCOUNT US BANK:		219,604.15

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140885	3/20/2026	aai01	AAIR PURIFICATION SYSTEM	24853	3/3/2026	HOSE REPAIR FIRE	952.80	952.80
	Voucher:	140885						
140886	3/20/2026	sbc03	AT&T	9391065056	2/27/2026	TELEPHONE FEB	30.34	
	Voucher:	140886		9391065055	2/27/2026	TELEPHONE FEB	30.26	
				9391059863	3/1/2026	TELEPHONE FEB	670.98	731.58
140887	3/20/2026	azt02	AZTEC LANDSCAPING INC, I	J2279	2/28/2026	LANDSCAPING SRVCS CH FEB	2,564.00	
	Voucher:	140887		J2280	2/28/2026	LANDSCAPING SRVCS PW FEB	501.00	3,065.00
140888	3/20/2026	bab03	BABCOCK LABORATORIES,	CC60435-10666	3/9/2026	WATER TESTING	635.00	635.00
	Voucher:	140888						
140889	3/20/2026	cal32	CALIFORNIA STATE LANDS (	B48637	11/20/2025	CDM SRVCS OCT	2,841.38	
	Voucher:	140889		B50125	2/19/2026	CDM SRVCS JAN	2,150.66	
				B49615	1/20/2026	CDM SRVCS DEC	2,041.17	
				B49074	12/18/2025	CDM SRVCS NOV	1,348.48	
				B48057	10/17/2025	CDM SRVCS SEP	1,056.17	9,437.86
140890	3/20/2026	cin02	CINTAS	5321774502	3/4/2026	FIRST AID KIT SUPP PW	199.57	
	Voucher:	140890		5322001112	3/5/2026	FIRST AID KIT SUPP CH	40.67	240.24
140891	3/20/2026	cou01	COUNTY OF SAN DIEGO	02092026	2/9/2026	PARKING BAIL JAN	22,683.50	22,683.50
	Voucher:	140891						
140892	3/20/2026	cou16	COUNTY OF SAN DIEGO - RI	26CTOFDMC08	3/1/2026	RCS PAGING SRVCS - FEB	70.00	70.00
	Voucher:	140892						
140893	3/20/2026	cou11	COUNTY OF SAN DIEGO AP(	02403-2017-RI-20	3/2/2026	DISTRICT FEES	753.00	753.00
	Voucher:	140893						
140894	3/20/2026	cul06	CRH CALIFORNIA WATER, IN	1511836	2/28/2026	WATER CH - MAR	89.46	89.46
	Voucher:	140894						
140895	3/20/2026	dun02	DUNN-EDWARDS PAINTS	2082A40062	3/7/2026	PAINT SUPPLIES CS	382.55	
	Voucher:	140895		2082A40317	3/12/2026	PAINT SUPPLIES CS	314.24	696.79
140896	3/20/2026	hom01	HOME DEPOT CREDIT SRVC	6035 3225 0103 7	2/28/2026	OPERATING SUPP PW	306.29	306.29
	Voucher:	140896						
140897	3/20/2026	mag05	MAGELLAN HEALTHCARE IN	0031272552	7/14/2025	EMP ASSIST PROG FY 26	5,999.76	5,999.76
	Voucher:	140897						
140898	3/20/2026	mar57	MARIANA, SARA	02262026	2/26/2026	PERMIT REFUND B2026-0069	160.00	160.00
	Voucher:	140898						
140899	3/20/2026	mar11	MARSHALLS INDUSTRIAL HA	798846/1	3/10/2026	TOOLS/EQUIP PW	193.63	
	Voucher:	140899		798940/1	3/12/2026	TOOLS PW	223.26	416.89

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140900	3/20/2026	boh02	NANCY K. BOHL INC. DBA:, T	INV108373	2/3/2026	EAP SERVICES FEB	390.00	
	Voucher:	140900		INV108848	3/5/2026	EAP SERVICES MAR	390.00	780.00
140901	3/20/2026	fir12	PAUL ROTTENBERG, DBA FI	2026-453	3/9/2026	FIRE STATS PROG MAR	125.00	125.00
	Voucher:	140901						
140902	3/20/2026	pwl01	PWLC I, LLC	67787	3/10/2026	LANDSCAPE/TRIMMING SRVCS	12,000.00	12,000.00
	Voucher:	140902						
140903	3/20/2026	qui15	QUINONES, ALFONSO	03182026	3/18/2026	VOLUNTEER RECEPTION MUSIC	300.00	300.00
	Voucher:	140903						
140904	3/20/2026	san138	SAN DIEGO ELEVATOR & LIF	7102819	2/27/2026	LIFT REPAIR CS	1,000.00	1,000.00
	Voucher:	140904						
140905	3/20/2026	sdg02	SAN DIEGO GAS & ELECTRI	0081 7377 2988 5	3/9/2026	UTILITIES FEB	8,672.32	
	Voucher:	140905		0066 5491 6833 1	3/9/2026	UTILITIES FEB	7,236.00	
				0066 5392 2766 7	3/9/2026	UTILITIES FEB	1,232.22	
				0069 0908 1676 1	3/9/2026	UTILITIES FEB	374.90	
				2100 0065 8024 7	3/9/2026	UTILITIES FEB	79.69	
				0096 3381 7034 7	3/9/2026	UTILITIES FEB	22.96	
				0097 5436 8967 5	3/9/2026	UTILITIES FEB	18.48	
				0097 5436 8967 5	2/5/2026	UTILITIES JAN	17.75	
				0097 5436 8967 5	12/5/2025	UTILITIES NOV	17.62	
				0097 5436 8967 5	1/7/2026	UTILITIES DEC	17.57	
				0097 5436 8967 5	11/5/2025	UTILITIES OCT	-62.15	17,627.36
140906	3/20/2026	sig12	SIGNA DIGITAL SOLUTIONS	42877961	3/12/2026	COPIER CH MAR	812.64	812.64
	Voucher:	140906						
140907	3/20/2026	ter11	TERMINIX COMMERCIAL	469676345	3/6/2026	PEST CONTROL CH - MAR	171.00	
	Voucher:	140907		469676385	3/6/2026	PEST CONTROL LIBRARY - MAR	125.00	296.00
140908	3/20/2026	uni31	UNITED SITE SRVCS OF, CA	114-14203937	3/10/2026	PORTABLE RESTROOM FEB	1,450.88	
	Voucher:	140908		114-14203942	3/10/2026	PORTABLE RESTROOM FEB	565.25	
				114-14203941	3/10/2026	PORTABLE RESTROOM FEB	265.25	2,281.38
140909	3/20/2026	was02	WASTE MANAGEMENT OF C	0011321-4653-9	3/2/2026	MULCH PW	1,193.76	1,193.76
	Voucher:	140909						

Sub total for GENERAL ACCOUNT US BANK: 82,654.31

44 checks in this report.

Grand Total All Checks: 302,258.46

APPROVED
By Robert Silva at 4:03 pm, 3/18/26

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4214	3/20/2026	irs01	IRS, UNITED STATES TREAS	Ben184112	3/20/2026	FEDERAL TAX: PAYMENT	42,427.26	42,427.26
	Voucher:	4214						
4215	3/20/2026	per01	PERS	Ben184114	3/20/2026	PERS CONTRIBUTIONS: PAYMEI	56,745.62	56,745.62
	Voucher:	4215						
4216	3/20/2026	per02	PERS 457	Ben184116	3/20/2026	CALPERS 457 DEFERRED COMF	3,238.26	3,238.26
	Voucher:	4216						
4217	3/20/2026	edd01	EMPLOYMENT DEVELOPME	Ben184118	3/20/2026	STATE TAX: PAYMENT	12,437.14	12,437.14
	Voucher:	4217						

Sub total for GENERAL ACCOUNT US BANK: 114,848.28

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7645	3/20/2026	mis07	107413 STATE ST BANK & TF	Ben184108	3/20/2026	401A PLAN: PAYMENT	555.16	555.16
	Voucher:	7645						
7646	3/20/2026	mis08	303845 STATE ST BANK & TF	Ben184100	3/20/2026	MISSION SQUARE 457B: PAYMEI	10,455.85	10,455.85
	Voucher:	7646						
7647	3/20/2026	mis09	803808 STATE ST BANK & TF	Ben184110	3/20/2026	RETIREMENT HEALTH SAVINGS	748.81	748.81
	Voucher:	7647						
7648	3/20/2026	uni21	DEL MAR CITY EMPLOYEES	Ben184102	3/20/2026	DMCEA DUES: PAYMENT	286.00	286.00
	Voucher:	7648						
7649	3/20/2026	nat15	NATIONAL BENEFIT SERVICI	Ben184106	3/20/2026	SEC. 125 FLEXIBLE SAVINGS AC	1,856.19	1,856.19
	Voucher:	7649						
7650	3/20/2026	par21	U.S. BANK PARS FFC 674602	Ben184104	3/20/2026	PUBLIC AGENCY RETIREMENT S	2,034.81	2,034.81
	Voucher:	7650						

Sub total for EFT GENERAL ACCOUNT US BANK: 15,936.82

10 checks in this report.

Grand Total All Checks: 130,785.10

APPROVED
By lcarrillo at 8:48 am, 3/19/26

Bank : eusbnk EFT GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
7651	3/27/2026	coa21	COAST NEWS GROUP	00160491	3/13/2026	AD - SD LAGOON	209.25	
	Voucher:	7651		00160557	3/13/2026	AD - PUBLIC HEARING DRB25-01	166.63	
				00160558	3/13/2026	AD - PUBLIC HEARING DRB25-01	166.63	
				00160560	3/13/2026	AD - PUBLIC HEARING DRB25-01	158.88	
				00160559	3/13/2026	AD - PUBLIC HEARING DRB25-0(	147.25	848.64
7652	3/27/2026	del02	DEL MAR BLUE PRINT CO, I	638134	2/12/2026	PRINTING SRVCS FIN	5.44	5.44
	Voucher:	7652						
7653	3/27/2026	dix01	DIXIELINE LUMBER CO	06-0633873	3/3/2026	OPERATING SUPP PW	42.77	
	Voucher:	7653		06-0635890	3/18/2026	MAINT/REPAIR SUPP PW	25.69	
				06-0635385	3/13/2026	MAINT/REPAIR SUPP PW	19.04	
				06-0633696	3/2/2026	WATER METER PARTS	12.59	100.09
7654	3/27/2026	fer07	FERGUSON ENTERPRISES I	0903321	3/16/2026	WATER METER PARTS	1,623.80	
	Voucher:	7654		0902349	3/11/2026	WATER METER PARTS	135.94	1,759.74
7655	3/27/2026	man12	MANERI TRAFFIC CONTROL	25311	3/18/2026	STREET SIGNS PW	2,283.75	
	Voucher:	7655		25312	3/18/2026	STREET SIGNS PW	429.56	2,713.31
7656	3/27/2026	mik03	MIKHAIL OGAWA ENGINEER	12448	3/3/2026	CLEAN WATER SRVCS FEB	26,701.20	26,701.20
	Voucher:	7656						
7657	3/27/2026	pac28	PACIFIC MOBILE STRUCTUF	INV-00520864	4/1/2026	MOBILE OFFICE PW APR	299.07	299.07
	Voucher:	7657						
7658	3/27/2026	pru01	PRUDENTIAL OVERALL SUP	132375236	3/13/2026	UNIFORMS PW - 3/13	97.65	97.65
	Voucher:	7658						
7659	3/27/2026	san56	SAN ELIJO JOINT POWERS,	03132026	3/13/2026	OPERATIONS/MAINT 4Q	311,425.00	311,425.00
	Voucher:	7659						
7660	3/27/2026	wex01	WEX BANK	0496-00-495760-1	3/6/2026	GAS & OIL FIRE FEB	1,382.85	1,382.85
	Voucher:	7660						
7661	3/27/2026	zol02	ZOLL MEDICAL CORPORATI(	91003224	1/15/2026	EKG SOFTWARE SRVCS	651.00	651.00
	Voucher:	7661						

Sub total for EFT GENERAL ACCOUNT US BANK: 345,983.99

Bank : gusbnk GENERAL ACCOUNT US BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140910	3/27/2026	ard01	ARDURRA GROUP, INC	182083	3/9/2026	JDB BLUFF FEB	22,335.00	22,335.00
	Voucher:	140910						
140911	3/27/2026	asc03	ASCENT ENVIRONMENTAL II	20250258.01 - 3	3/3/2026	CONSULTING SRVCS JAN	17,967.28	17,967.28
	Voucher:	140911						
140912	3/27/2026	bar29	BARNETT QUALITY CONTRC	26655	3/7/2026	JDB BLUFF - FEB/MAR	3,826.99	3,826.99
	Voucher:	140912						
140913	3/27/2026	bok01	BOKAL & SNEED	03112026	3/11/2026	DRB23-020 PERMIT REFUND	2,822.00	
	Voucher:	140913		03112026	3/11/2026	PERMIT REFUND AMOD25-015	81.00	2,903.00
140914	3/27/2026	cit07	CITY OF SAN DIEGO	1000445278	3/12/2026	WATER TREATMENT FEB	17,588.92	17,588.92
	Voucher:	140914						
140915	3/27/2026	cle12	CLEMENTINO, NANCY	20260311	3/24/2026	METER UPGRADE DEP REF	2,205.81	2,205.81
	Voucher:	140915						
140916	3/27/2026	con26	CONDON-JOHNSON	2026012201	3/18/2026	METER UPGRADE DM BLUFF	2,483.97	
	Voucher:	140916		2026012202	3/18/2026	METER UPGRADE DM BLUF	2,178.37	4,662.34
140917	3/27/2026	dat05	DATEL SYSTEMS INCORPOF	SI500863	3/23/2026	BARRACUDA RENEWAL	11,880.00	11,880.00
	Voucher:	140917						
140918	3/27/2026	dun02	DUNN-EDWARDS PAINTS	2082A40552	3/16/2026	PAINT SUPPLIES PW	71.31	
	Voucher:	140918		2082A40715	3/19/2026	PAINT SUPPLIES PW	331.03	402.34
140919	3/27/2026	dyn02	DYNAMITE ELECTRIC BIKES	407	3/16/2026	ELECTRIC BIKE CS	2,466.31	
	Voucher:	140919		3244	3/16/2026	ELEC BIKE MAINT CS	106.27	2,572.58
140920	3/27/2026	ats01	GARDA CL WEST LOCKBOX	10841295	3/1/2026	ARMORED SRVCS MAR	749.46	749.46
	Voucher:	140920						
140921	3/27/2026	glo06	GLOBAL POWER GROUP INC	110497	3/12/2026	PM GENERATOR MAINT CH	986.25	986.25
	Voucher:	140921						
140922	3/27/2026	gol16	GOLDFARB & LIPMAN LLP	491354	2/20/2026	LEGAL FEES JAN	6,664.00	6,664.00
	Voucher:	140922						
140923	3/27/2026	gra02	GRAINGER	9837217182	3/11/2026	WATER METER PARTS	272.70	
	Voucher:	140923		9828981168	3/4/2026	MAINT SUPPLIES CS	94.81	
				9809627574	2/16/2026	MAINT/REPAIR SUPP PW	564.22	931.73
140924	3/27/2026	hin06	HINDERLITER DE LLAMAS A	SIN060403	2/27/2026	SALES TAX SRVCS - JAN/MAR	1,991.73	
	Voucher:	140924		SIN057096	11/29/2025	SALES TAX SRVCS - OCT/DEC	1,292.45	
				SIN060473	2/27/2026	MQ TAX SRVCS - JAN/MAR	1,145.00	
				SIN057312	12/8/2025	MQ TAX SRVCS - OCT/DEC	319.82	4,749.00
140925	3/27/2026	key04	KEYSER MARSTON ASSOCI/	0040577	3/10/2026	HOUSING FEE STUDY	9,590.00	9,590.00
	Voucher:	140925						

Bank : gusbnk GENERAL ACCOUNT US BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
140926	3/27/2026	man15	MANIFESTA, PAUL	20260224	3/18/2026	METER UPGRADE SANDY LN	2,014.65	2,014.65
	Voucher:	140926						
140927	3/27/2026	mar11	MARSHALLS INDUSTRIAL H/	799115/1	3/18/2026	MAINT/REPAIR SUPP PW	511.14	511.14
	Voucher:	140927						
140928	3/27/2026	mma01	MMASC	02242026	2/24/2026	MBRSHP RWL NORGROVE	125.00	125.00
	Voucher:	140928						
140929	3/27/2026	pac01	NICHOLAS DE GRAAF	105175	3/3/2026	FLAGPOLE SERVICE REPAIR	4,250.00	4,250.00
	Voucher:	140929						
140930	3/27/2026	nor21	NORTH COUNTY CONCRETE	3658	3/13/2026	TOOL SUPPLIES PW	410.00	410.00
	Voucher:	140930						
140931	3/27/2026	pac05	PACIFIC PIPELINE SUPPLY	S100485951-002	3/11/2026	WATER METER SUPPLIES	188.05	188.05
	Voucher:	140931						
140932	3/27/2026	pit02	PITNEY BOWES	8000-9000-1054-2	3/12/2026	POSTAGE REFILL	541.99	541.99
	Voucher:	140932						
140933	3/27/2026	por10	PORTABLE STORAGE CORP	172061	3/20/2026	STORAGE CS APR	176.00	176.00
	Voucher:	140933						
140934	3/27/2026	sai01	SAINT PETER'S EPISCOPAL	03252026	8/6/2025	METER REV SHARE JUL/DEC	19,862.47	19,862.47
	Voucher:	140934						
140935	3/27/2026	sig12	SIGNA DIGITAL SOLUTIONS	AR-S343748	3/12/2026	COPIER MTC - FINANCE	490.77	490.77
	Voucher:	140935						
140936	3/27/2026	sig12	SIGNA DIGITAL SOLUTIONS	42828783	3/12/2026	COPIER PW MAR	138.74	138.74
	Voucher:	140936						
140937	3/27/2026	sta36	STANDARD PLUMBING SUPI	ADQ903	3/17/2026	WATER METER PARTS	163.69	163.69
	Voucher:	140937						
140938	3/27/2026	t-mo01	T-MOBILE USA INC	216066393	3/21/2026	IPAD FIRE MOBILE SVC - MAR	1,120.05	
	Voucher:	140938		216066393	2/21/2026	DEMO ROUTER	18.66	1,138.71
140939	3/27/2026	act03	WILLIAMS SCOTSMAN INC	9025783987	3/15/2026	MOBILE OFFICE PW APR	156.12	156.12
	Voucher:	140939						
140940	3/27/2026	zon02	ZONE TRAFFIC ENGINEERIN	25033-03	3/12/2026	TRAFFIC ENGR SRVCS FEB	2,054.60	2,054.60
	Voucher:	140940						

Sub total for GENERAL ACCOUNT US BANK: 142,236.63

42 checks in this report.

Grand Total All Checks: 488,220.62

REVIEWED
By Adele Crawford at 2:10 pm, 3/26/26

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: April 7, 2026

SUBJECT: Citywide Landscape Maintenance Services Contract Award

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve an agreement with BrightView Landscape Services, Inc. (Attachment A) to provide citywide landscape maintenance services for an initial three-year period effective May 1, 2026, through May 1, 2029; and 2) Authorize the City Manager to execute the agreement, and any subsequent term extension amendments provided for under the Agreement contingent upon satisfactory performance by the vendor.

BACKGROUND:
The City of Del Mar (City) is committed to maintaining its urban landscaping, which has historically been achieved by hiring an outside contractor to provide landscape maintenance services. The scope of work generally includes scheduled maintenance of public turf, shrubs, and walkways, in addition to providing weed control throughout the City's parks, medians, street ends, and other public areas. The work also includes supplemental, as-needed landscape maintenance and trimming services.

On February 3, 2026, the City issued a Request for Proposals (RFP), soliciting proposals from qualified contractors to provide citywide landscape maintenance services. The term for the requested services included in the RFP is an initial three-year period beginning May 1, 2026, through May 1, 2029, with an option to extend the agreement for an additional two-year period. Three (3) proposals were received and are listed below with the corresponding proposed annual amounts:

Table A: Bid Results

Contractor	Proposed Annual Amount
BrightView Landscape Services, Inc.	$209,677.96
Mariposa Landscapes, Inc.	$219,952.90

City Council Action:

Aztec Landscaping, Inc.	$515,395.04

Staff evaluated the lowest bid of $209,677.96 that was submitted by BrightView Landscape Services, Inc. (BrightView) and found it to be responsive. Staff met with Brightview's managers and supervisors to review the scope of work, bid pricing, and maintenance expectations. During the meeting, BrightView confirmed their understanding of the contract requirements and their ability to perform the work outlined in the RFP. BrightView is a nationwide company with a local office based in San Diego and a dedicated team of workers in the area. BrightView possesses the staffing and operational capacity to provide consistent service and meet the City's landscape maintenance needs.

FISCAL IMPACT:
If approved, the cost of the contractual services to be provided by BrightView annually will be $209,678. There are sufficient funds available to cover the cost of these services in the current Fiscal Year 2025-2026 Operating and Capital Budget. Funds for these services will also be included in future fiscal year operating and capital budgets for Council consideration.

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

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

ATTACHMENTS:

Attachment A – Agreement with BrightView Landscape Services, Inc.
Attachment B – BrightView Landscape, Inc. Proposal

AGREEMENT BETWEEN THE CITY OF DEL MAR AND BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR CITYWIDE LANDSCAPING SERVICES

This Agreement ("Agreement") is made and entered into this 1st day of May 2026 by and between the City of Del Mar, a Charter City and a municipal corporation ("City"), and Brightview Landscape Services, Inc. dba Emerald Landscape ("Contractor") (collectively "Parties").

WHEREAS, the City desires to employ a qualified firm to provide citywide landscaping services at, on a scheduled and as-needed basis ("Services"). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the City has initially determined that Contractor is qualified based on their experience and ability and willingness to perform the services desired by City; and

WHEREAS, Contractor will conduct all the work as described and detailed in this Agreement to be provided to the City.

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

1. SERVICES.

1.1 Scope of Services. The Contractor shall perform the Services as set forth in the written Scope of Services, attached hereto as **Exhibit "A"** and incorporated herein. Such services shall be provided at the direction of the City.

1.2. City Modification of Scope of Services. City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Contractor's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Contractor's compensation and/or contract time shall be made, subject to the City's approval. All such changes shall be authorized in writing, executed by Contractor and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

1.3. Prevailing Wage Obligation. Contractor is hereby notified that this project is a public work and is subject to State prevailing wages. 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 Contract, from Director of the Department of Industrial Relations. Current prevailing wage rates and information is available on the Internet at http://www.dir.ca.gov. Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. 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.

Pursuant to the provisions of section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, a sum to be determined by the Labor Commissioner 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 Agreement, by it or by any subcontractor under it, in

violation of the provisions of the Agreement.

All Contractors and subcontractors must be registered with the Department of Industrial Relations, State of California (DIR) prior to submitting a bid on any public works project, pursuant to Labor Code section 1725.5. Quotes from Contractors or subcontractors that are not currently registered as required will be deemed nonresponsive and will not be considered. This project is subject to compliance monitoring and enforcement by the DIR.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a period of three (3) years beginning on May 1, 2026, and ending on May 1, 2029. The agreement may be extended for an additional two (2) year period, upon written approval of both parties.

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

2.2 Delay. Any delay occasioned by causes beyond the control of Contractor may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Contractor shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should Contractor be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Contractor fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of Contractor's default, City may terminate this Agreement, without cause, by giving written notice to Contractor. Such termination shall be effective upon receipt of the written notice. Contractor shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

3. PERFORMANCE AFTER TERMINATION. Upon termination of this Agreement as provided herein, Contractor shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Contractor to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Contractor shall be delivered to the City Manager, upon his request, as property of City.

4. COMPENSATION.

4.1 Total Amount. Compensation to Contractor shall be provided in accordance with the rates described in the Fee Schedule contained in **Exhibit "B"** and incorporated herein. Contractor shall bill the City for work provided and shall present a written

request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Contractor in advance. Contractor acknowledges that it is not guaranteed any particular amount of work.

4.2 Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Contractor. Should such additional services be required, Compensation therefore shall be paid to the Contractor in accordance with Fee Schedule contained in **Exhibit "B."** City and Contractor shall agree to the costs prior to commencement of such work. Total costs for J-1, Supplemental As-Needed Landscape Maintenance and Trimming Services, and K-1, Irrigation Repairs or Replacement, shall not exceed $15,000 per year, or $45,000 for the initial three-year term of the agreement.

5. INDEPENDENT CONTRACTOR. Contractor is, for all purposes arising out of this Agreement, an independent Contractor. The Contractor has and shall retain the right to exercise full control and supervision of all persons assisting the Contractor in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Contractor nor Contractor's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Contractor being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

6. STATEMENT OF EXPERIENCE. Contractor agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Contractor using the degree of care and skill ordinarily exercised by reputable Contractors practicing in the same field of service in the State of California. By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Contractor and all of Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

7. AUDIT OF RECORDS.

7.1 At any time during normal business hours and as often as may be deemed necessary, the Contractor shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Contractor shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2 The Contractor shall include the City's right to audit under this section in any and all of their subcontracts and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY. All services performed by Contractor, including, but not limited to, all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Contractor, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Contractor, at the time that it was disclosed to

Contractor by the City, (b) subsequently becomes publicly known through no act or omission of Contractor or (c) otherwise becomes known to Contractor other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Contractor or subcontractors.

9. CONFLICTS OF INTEREST.

9.1 Contractor shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Contractor has a financial interest as defined in Government Code § 87103. Contractor represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

9.2 Contractor shall comply with all of the reporting requirements of the Political Reform Act. The Contractor shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Contractor is subject to a conflict of interest code, if applicable. The Contractor shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Contractor was subject to a conflict of interest code.

9.3 If, in performing the Services set forth in this Agreement, the Contractor makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Contractor's relevant financial interests.

10. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Contractor under this Agreement shall be considered the property of City. Contractor shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

11. INSURANCE

11.1 Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

11.2 Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance

coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

11.3 Types and Amounts Required. Contractor shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

11.3.1 Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **$1,000,000** per occurrence and subject to an annual aggregate of **$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2 Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **$1,000,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3 Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **$1,000,000** employers' liability coverage. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

11.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Contractor and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5 Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1 The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

11.5.2 The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

11.6 Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City’s forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. DEFENSE AND INDEMNIFICATION.

12.1 Contractor agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Contractor, its employees, agents, and subcontractors performance of services under this Agreement. Contractor's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Contractor's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

12.2 This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Contractor provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

12.3 Contractor agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Contractor, its officers, agents, representatives, employees, sub-Contractors, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend.

13. SUBCONTRACTORS.

13.1 The Contractor's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

13.2 All contracts entered into between the Contractor and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Contractor shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Contractor.

13.3 In any dispute between the Contractor and its subcontractors, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

14. NON-DISCRIMINATION. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

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

If to City:	If to Contractor
City of Del Mar	BrightView Landscape Services, Inc.
City Clerk	David Moo, Business Development Executive
1050 Camino del Mar	8500 Miramar Place
Del Mar, CA 92014	San Diego, CA 92121
cityclerk@delmar.ca.us	david.moo@brightview.com

16 ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated or sub-contracted, without the express written consent of the City.

17. RESPONSIBILITY FOR EQUIPMENT. City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Contractor by City. The acceptance or use of any such equipment by Contractor, Contractor's employees, or subcontractors shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

19. COMPLIANCE WITH LAWS. The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Contractor shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Contractor to comply with any applicable Laws.

To the extent Contractor is required to comply with prevailing wage requirements, Contractor does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Contractor and any subcontractors ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected Contractors and Contractors to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any Contractor or Contractor, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

20. CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and Contractors that are included in this Agreement.

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

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

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

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

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

26. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

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

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

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

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

CITY OF DEL MAR,
a municipal corporation

By: _____
Ashley Jones, City Manager

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Enrico Marogna, Senior Vice President

ATTEST:

_____
Sarah Krietor, Administrative Services Manager/City Clerk

APPROVED AS TO FORM:

_____
Christina Cameron, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

I. SCOPE OF SERVICES

A. *Detailed Scope of Services*

- The scope of services includes turf management; shrub/flower bed maintenance; fertilization; sweeping of artificial grass surfaces and cleaning of hardscape; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Scope of Services. The City is responsible for water usage costs.

- It is the responsibility of the Contractor to visit the site and become familiar with the project location and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this Scope of Services will be addressed.

- Contractor must have a certified Recycled Water Site Supervisor.

B. *Locations/Facilities to Be Serviced*

Locations/Facilities to Be Serviced are listed within this Agreement. The locations are also demonstrated on **Exhibit "C"** – Map with Service Locations. The documents listed below are intended to be complementary so that work called for in one and not mentioned in another shall be executed as if mentioned in all documents

C. *Project Administration and Coordination*

- Kick-off Meeting. Upon contract award, Contractor shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, staffing plans and frequencies.

- Coordination. Facilities to be serviced are owned by the City of Del Mar. It is the responsibility of the Contractor to coordinate any interactions that may need to occur with various City departments or outside agencies throughout the provided services.

D. *Additional Site Conditions*

- Tie off, with the appropriate safety harnesses by qualified employees must be complied with at each time outside where the fall height is greater than five (5) feet. No exceptions.

E. *Shrubs, Plants and Vines*

1. Pruning

- All personnel will be trained in fall protection procedures when working in elevated planters. These individuals must have the proper and certified equipment when working in said planters.

- Shrubs shall be pruned to allow air to pass through shrubs. All dead material shall be removed. "Hedge Pruning" is prohibited.

- Shrubs and vines shall be pruned to maintain growth within space limitations, to maintain/ enhance the natural growth habit, or eliminate diseased/damaged growth. Some species shall be trimmed appropriately to influence flowering and fruiting, or to improve vigor.

- Shrubs and vines must be trimmed as needed to permit unobstructed passage to residents or vehicles. Trimming near vehicular entry or exits shall be carried out to prevent sight restrictions.

- Shrubs shall be pruned to conform with the design concept of the landscape. Individual shrubs shall not be clipped into balled or boxed forms, except where specifically instructed.

- Vines shall be pruned to control growth and direction, and shall not be allowed to grow over windows, doors or other structural features, unless directed by the City. Vines shall not be allowed to grow over the crowns of shrubs or trees.

- Pruning shall be accomplished to promote structural strength and accentuate the plant.

- Flowering plants will be trimmed to remove dead blooms (dead head).

2. Fertilization

- Most shrubs and vines should be fertilized annually. Plants that have reached maturity may not require annual fertilization.

- All actively growing plants, not yet at maturity, shall be fertilized yearly during the months of February through March. Apply an appropriate organic slow-release, long lasting complete fertilizer, controlled release fertilizer, or plant tablets at the manufacturer's recommended application rate.

- All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. Nutrient deficiency shall be brought to the attention of the Landscape Specialist and properly identified prior to treatment.

- Must be an approved organic fertilizer.

F. *Turf Care*

- Mowing: Warm season grass: Shall be mowed (maintained) with at a height of ¾" to 1". All turf areas shall be cut at regular weekly intervals to maintain a neat appearance at all times. Cool season grass: Turf shall be mowed with mowers at a height of three inches (3") during the spring, summer and fall. In the winter, turf areas shall be mowed at a height of 2". Excess clippings which present an undesirable appearance shall be removed from the turf.

- Edging and Trimming: Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, buildings, shrub areas and other physical obstructions shall be trimmed weekly. "Weed eaters" or similar equipment shall not be used around trees or shrubs.

- Aeration/Renovation: All turf areas to be aerated during the months of March and

October by removing half inch (1/2") diameter by three inches (3") deep cores with an aerator machine at not more than six inch (6") spacing. CONTRACTOR shall flag all irrigation sprinklers prior to commencement of work. Cores shall be dragged or removed (by mowing) after completion of aeration.

- Aerification Mowing shall be performed twice a year, April and October.
- Renovation shall be performed once a year, in the fall months (October-December) or off-peak season.

- Overseeding: To be completed twice annually and scheduled in conjunction with aeration schedule during April and October months. Overseeing to be included in contractors bid under Fertilization line item pricing for all natural grass areas as listed in bid schedule.

- Fertilization: Apply a complete controlled release fertilizer (e.g. Nature Safe Organic fertilizer 27-2-2 with Uflexx™) at appropriate intervals, after aeration operations, so as to maintain a healthy, actively growing turf.

- Disease, insect and rodent Control: The Contractor shall regularly inspect all turfed areas for presence of disease, insect or rodent infestation. The Contractor shall advise the Project Coordinator within four (4) days if disease, insect or rodent infestation is found; Contractor shall identify the disease, insect or rodent, and specify control measures to be taken. Upon approval by the Project Coordinator, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Project Coordinator. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Dept. of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired, and the billing will be deducted from contractor's monthly payment.

  All individuals who supervise the mixing and application of herbicides, pesticides and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Dept. of Food and Agriculture.

G. *Ground Covers*

1. Trimming

   - Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
   - Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.
   - Some ground covers may require cutting back to remove woody growth and promote vigor. This shall be performed at the direction of the Landscape Specialist.

2. Fertilization

   - Fertilization shall coincide with the growing season of each specific ground cover.

One application of a complete fertilizer in the spring, per manufacturer's recommended rate, adequate for established ground covers.

- April 1 to April 15: apply granular fertilizer 12-12-12 at a rate of 1-pound actual nitrogen per 1000 square feet. This rate is 8.5 lbs. per 1000 sq. ft. or 365 lbs. per acre.
- May 15 to May 31: apply granular fertilizer 21-0-0 ammonium sulphate at a rate of one-half pound of nitrogen per 1000 square feet. This rate is 2.4 lbs. per 1000 sq. ft. or 1051 lbs. per acre.
- July 1 to July 15: apply granular fertilizer 32-0-0 ammonium nitrate at a rate of one-half pound actual nitrogen per 1000 square feet. The rate is 1.6 lbs. per 1000 sq. ft. or 68 lbs. per acre.
- September 1 to September 15: apply granular fertilizer 16-16-16 at a rate of one pound of nitrogen per 1000 square feet. The rate is 6.2 lbs. per 1000 sq. ft. 0. or 275 lbs. per acre.
- Plant materials shall be fertilized where there are signs of nutritional deficiencies or a desire for additional growth-this should be scheduled four (4) times per year.
- Must be an approved organic fertilizer (Nature Safe Brand – Organic Fertilizers).

H. *Disease and Rodent Control*

- All chemical controls must be applied under the supervision of a licensed and qualified applicator who possesses a valid California Qualified Pesticide Applicator License.
- A qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law.
- Healthy plants should be able to withstand minor disease and insect damage without controls. Routine application of pesticides shall not be practiced, as this destroys natural predator-prey relationships in the environment.
- Where usually high infestations or infections occur, an accurate identification of the disease or insect shall be made, and the control selected with care, prior to application.
- The Landscape Specialist shall be provided with the labeling for each pesticide used before the product is applied.
- Rodents shall be trapped or controlled with approved baits.
- Disease control to be included in the Fertilization line item on the bid schedule.

I. *Weed Control*

Contractor will at all times be in compliance with requirements for hazardous communications programs. Pest control specialists are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations. Use of Round-Up, Ranger-Pro, or any other product with Glyphosate is prohibited. Violations of any of these requirements may lead to a civil penalty of up to $5,000 per day, per violation. Cheetah Pro, manufactured by Nufarm or equal herbicide shall be used for weed control. All products shall be identified and approved by the Landscape Specialist prior to use.

J. *Weed Removal*

Weeds shall be removed from all turf grass areas, shrubs and ground cover areas, planters, tree wells, slopes, cracks in paved areas, including sidewalks, areas covered with ornamental rocks and bark mulch, and in curbs and gutters. The weeds shall be pulled on a weekly basis.

For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods, but NO chemicals are to be used in City's Parks, on the turf, or at the Winston School, only in planters and medians throughout the City. The Project Coordinator may restrict the use of chemical weed control in certain areas.

Center island maintenance shall include the removal of weeds growing in all paved or unpaved surfaces of the center island.

K. *Pre-Emergent Control*

- All areas dressed in decomposed granite and artificial grass or natural ground shall be treated with pre-emergent herbicide twice yearly: in spring between February 15 and March 15, and in fall between October 15 and November 15. The pre-emergent must receive 0.511 of rain or be watered in within 10 days of application.
- Areas seeded with wildflowers shall be identified by the Landscape Specialist and shall not be treated with pre-emergent herbicide.
- Weed control will also be addressed in the cracks of concrete paving and or adjacent cracks where weeds can germinate.
- Pre-Emergent Control will be included in Fertilization line item on the bid schedule.

L. *Post-Emergent Control*

- All areas shall be kept free of weeds. Organic Chemical and/or mechanical means may be used as appropriate. If any weeding is not performed, maintenance will be considered unsatisfactory.
- Before applying herbicides, the type of weed shall be identified, and the control selected accordingly, using the most effective control for the species, the location and the season.
- Weeds shall not be allowed to grow in paved areas such as driveways, walks, curbs, gutters, etc. Weeds may be removed manually or sprayed with herbicide. Dead weeds shall be removed from the paved areas.
- The Landscape Specialist shall be provided with the labeling (MSDS) for each herbicide proposed before the product is applied.
- Post emergent shall be sprayed at the manufacturer's recommended rates.
- Weeds shall be controlled in turf areas. Mowing is not an acceptable method for weed control.
- All ground cover areas shall be maintained essentially free of weeds.
- Certain weeds may not be susceptible to selective chemical or manual control. The Contractor shall provide a remedy should this situation arise.
- Post-Emergent Control will be included in Fertilization line item on the bid schedule

M. *Debris Removal*

- Litter and trash including leaves, dog waste, rubbish, paper, bottles, cans, rocks, gravel, and other debris shall be removed from all areas on a weekly basis.
- All refuse resulting from the maintenance operation of properties shall be disposed of at locations designated by the City designee.
- Hardscape (i.e. sidewalks, patios, driveways) shall be swept or vacuumed free of debris weekly.
- Clearing of Walks. At the conclusion of each visit, walks adjacent to work areas will be

swept clean. No blowers are allowed in the City of Del Mar.

- Leaf Blowers: Leaf Blowers are NOT allowed to be used within the City of Del Mar. Consider using a yard vacuum to pick up materials.

N. *Turf "Artificial Grass" Management*

- Artificial Grass Area. For all turf areas, Contractor will inspect and police the grounds for litter, dog waste, and debris prior to each sweeping and dispose of it. Turf will be maintained per manufacturers' recommendations and swept once a week, and as often as required to maintain a neat and manicured appearance, weather permitting. Vacuuming is prohibited.
- Clearing of Walks. At the conclusion of each visit, walks adjacent to work areas will be swept clean. No blowers are allowed in the City of Del Mar.

O. *Decomposed Granite (DG)*

- All areas dressed in decomposed granite shall be raked and cleaned as needed, but not less than once every four (4) weeks. Re-compaction will be on an as needed basis, and at 90% compaction.

P. *Edging*

- Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, buildings, shrub areas and other physical obstructions shall be trimmed weekly.

Q. *Mulch*

- Mulch and bark areas to flush out with all tree boxes, planter, tree wells, planter wells, and adjacent sidewalks/pathways.
- City will provide mulch. Transportation of mulch needs to be included as a part of this contract. Mulch is stored at Public Works Headquarters.
- Mulch levels to be raked, turned, or replenished as needed, but not less than once every four (4) weeks.

R. *Irrigation*

- The irrigation shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health, and vigor of all landscape plant materials.
- Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
- Irrigation controllers shall be re-programmed at a minimum of once monthly in order to match plant material water needs to the irrigation applied.
- The Contractor shall maintain a log of current sprinkler station times. A copy of the log shall be given to the Landscape Specialist after routine inspection. The log shall include, but is not limited to:
    - Controller location
    - Scheduled days to run
    - Start times
    - Station location
    - Each station's run time
    - End time

- Contractor's employee initial and date

- The Contractor is required to employ the necessary qualified irrigation technician(s) to maintain and repair all irrigation systems on the property. The Contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle in order to facilitate prompt irrigation system repairs. Every effort will be made to ensure that the parts and accessories match what were installed initially via Submittal.
- Irrigation repairs shall be made with the same brand, make, and model of component where the use of a different part will adversely affect the system efficiency (i.e. sprinkler heads and emitters).
- When a sufficient amount of rainfall has occurred, the Contractor will turn off the irrigation system until it is necessary to water again. A properly adjusted automatic rain shut off device may be used for this purpose.
- Irrigation and sprinkling will be performed by Contractor, as well as all maintenance of irrigation systems.
- Repairs to sprinkler equipment damaged by the Contractor shall be the responsibility of the Contractor, at no cost to the owner. If repair work is not accomplished in a timely manner, Landscape Specialist shall have work completed and deduct loss from monthly payment.
- Perform sprinkler check/inspection after each visit.
- Report and flag all water leaks and/or system malfunctions to the City designee.

S. *Replanting and Extra Work*

- Plant material that is dead or diseased beyond treatment shall be removed and replaced within 14 days with a specimen of the same species and equal to or similar size as the plant lost.
- Plant material which dies through the fault or neglect of the Contractor, or due to preventable circumstances, shall be replaced at no cost to the owner.
- This work must be coordinated with the City's Landscape Specialist.

T. *Supplemental As-Needed Landscape Maintenance and Trimming Services*

- Provide supplemental citywide as-needed landscape maintenance and trimming services as determined by City staff in City maintained areas such as open space, pathways, parks, and medians.
- Supplemental services are to be performed by a crew of four workers with one truck between the hours of 7:00AM-4:00PM.
- All traffic control for supplemental services will be set up, monitored, and taken down by the City of Del Mar.

II. GENERAL PROVISIONS

A. General Requirements

Contractor shall provide and/or purchase all equipment, labor and materials required to perform the following services in a satisfactory manner:

1. Contractor shall perform a baseline maintenance and service of the facilities listed. This baseline will establish a model for all landscaping during the term of this contract.

2. Contractor shall provide landscaping services for the City of Del Mar facilities listed in this document.

3. Contractor shall provide and/or purchase all services, products, equipment, vehicles, and employees as defined in this document.

4. Contractor shall adhere to all scheduling as defined in this document unless a schedule change has been approved by the City in writing.

5. Contractor shall provide additional landscaping services, as-needed, and as defined by change order(s) or proposal(s) for events and/or special considerations for the City of Del Mar.

6. Contractor shall maintain a current City of Del Mar business license, and his/her subcontractors shall do so as well.

7. Contractor shall maintain compliance with the City of Del Mar Municipal Code, regarding storm water runoff system discharge regulations and requirements, and San Diego Regional Water Quality Control Board (SDRWQCB) National Pollutant Discharge Elimination System (NPDES) Order No. 2013-0001. Compliance includes the implementation of practical methods, known as Best Management Practices (BMPs), which shall be used to protect the environment and to comply with regulatory requirements. Power washing and other wash water runoff shall be recovered and disposed of properly. Violations of any of these requirements may lead to a civil penalty of up to $5,000 per day, per violation.

8. Contractor shall present a professional image and maintain a high standard of quality and technical competence. Total responsibility for this is placed upon the Contractor. If conflict occurs between “Best Management Practice” and the specification, “Best Management Practice” shall prevail and the City shall be notified of any necessary changes to the specified operations/materials.

B. Best Management Practices

This work must be in compliance with all current and future water quality requirements as set out in Del Mar’s Municipal Code ‘Storm Water and Urban Run-Off Management and Discharge Control’ and State and Federal requirements. Do not allow contaminated water or landscaping solution(s) to enter the storm water system.

C. Company Employees and Vehicles

1. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available. The lead person on site must be proficient in the English language and can make decisions at the location regarding safety and or general concerns

2. Contractor will supply a pool of employees sufficient to meet the agency’s needs.

3. Contractor will provide or pay for their employees to wear clean, neat-appearing uniforms that will be worn while working on City premises. Uniforms will consist of a polo shirt or other collared shirt with name tag and Contractor’s identification and full-length work pants.

4. Vehicles used will have the Contractor's name or logo permanently affixed to the front doors of both passenger and driver's side.

5. Contractor's vehicles will be clean, orderly and in good working order.

6. Contractor and its employees will be courteous and show respect to the public, City employees and other Contractor employees at all times. Use a friendly voice tone and offer assistance when necessary.

7. Contractor must perform appropriate background and reference checks on their employees.

8. Contractor is responsible for their employees' actions on these sites.

9. Contractor will ensure that his employees do not have other "unapproved" personnel including children in the facilities or in the Contractor's vehicles outside the facility.

10. Contractor will ensure that its employees do not store personal property of any kind in or on City facilities.

11. Contractor will not issue, loan or otherwise allow the procurement of keys, access information, or codes to anyone, including employees, without first receiving authorization from the City and without first successfully completing the background check and Live Scan and submitting said documentation to the City.

12. Contracted employees will refrain from making or receiving personal calls during working hours. Non-emergency calls should be made during breaks or lunch. At no time, other than emergency, should the telephone be used by this Contractor.

D. City Holiday Schedule

The City of Del Mar public offices will be closed in observation of the following holidays:

- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

The Contractor shall not perform work on holidays listed above. If scheduled maintenance falls on a holiday it shall move to the next business day.

E. Tasks

1. The Contractor will purchase, supply and replenish all products including, but not limited to: plants, piping, sprinklers, drains, filters and anything related to the designed system should this become necessary.

2. The Contractor will supply all equipment in good working order including, but not limited to: landscaping vehicles, landscaping supplies, vacuum cleaners, fertilizers and weed abatement chemicals and all other landscaping appurtenances.

3. Contractor will separate all recyclable material from other refuse and deposit in appropriate receptacle.

4. Contractor will leave facility visually clean having vacuumed, swept or otherwise cleaned in each area per this document to the standards defined within this document, industry standards and City‘s expectation.

F. Landscaping Log

1. The City shall have the City-provided landscaping log. This log will be filled out by the Contractor’s supervisor on all locations within the bid schedule monthly.

2. The landscaping log must have an area for notes and comments. All alarm soundings, graffiti, pest control needs, security issues, leaks or non-working plumbing devices, damage to property, and areas left not serviced will be noted in this comments area.

3. All notations in the area for notes and comments will be relayed within 24 hours to the City by e-mail.

4. Landscaping log to be included in Supervisory Inspection line item of bid schedule.

G. Department of Industrial Relations and Prevailing Wage

All bidders are required to register with the California Department of Industrial Relations (DIR) in accordance with Labor Code sections 1771.1 and 1725.5 and are subject to compliance monitoring and enforcement by DIR in accordance with Labor Code section 1771.4. Prevailing wage rate for the locality in which the services is to be performed and the construction activity applies to this contract. Not less than these rates shall be paid to all workers employed on the project.

III. SERVICE ADJUSTMENTS

The City reserves the right to increase or decrease the services as needed. Services and fees for new facilities shall be added at the average rate per square foot for a comparable facility at the time of the addition. Such changes will be according to the terms and conditions of said bid specification and will be done through a duly authorized change notice to the master agreement for regular service and by City-approved proposal for event or special landscaping.

IV. SITE INSPECTION AND REPORTING

Report immediately by telephone (during regular working hours (858) 755-3294, after hours issues call Del Mar Public Works dispatch at (858) 756-1126 issues that may require immediate action (for emergencies call 911):

- Incidents of injury, damage or potential hazards to the public, end users or employees.
- Running water or leaks
- Sewer backups

Report immediately by e-mail issues such as, but not limited to:

- Public nuisances
- Work performance delays
- Repairs needed
- Dripping water
- Non-emergency electrical issues such as, but not limited to, outlets without power or entire buildings without power.
- Lost and found articles
- Deliver any lost and found article to Del Mar Public Works, 2240 Jimmy Durante Boulevard, Del Mar CA 92014.

V. PAYMENTS

Invoices will be submitted to: City of Del Mar, Public Works 2240 Jimmy Durante Boulevard Del Mar, California 92014 Attn: Public Works Manager or apanduro@delmar.ca.us and pwinvoices@delmar.ca.us Contractor will submit a monthly payment invoice listing the areas serviced and each individual invoice amount.

If the City determines that there are deficiencies in the performance of the contract, the Contractor will be notified both verbally and in writing each time service requirements are found to be unsatisfactory and corrective action is necessary. Should the Contractor fail to correct any deficiencies within 2 hours, the City may exercise the following measures:

- Deduct from the Contractor's payment the amount necessary to correct the deficiency.
- Withhold the entire or partial payment.
- Utilize City forces or alternate source to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

VI. PRODUCTS

- No items other than those listed above will be stored in the City facility.
- All products must meet or exceed the City's specifications.
- The City will not pay any additional costs for Contractor requested substitutions when the City listed approved products are still available. The City reserves the right to approve or disapprove any product.
- Contractor will provide the City with MSDS information on all product submittals.
- Contractor is responsible for providing MSDS information to their employees.

VII. EQUIPMENT

- Contractor will supply and maintain all tools and equipment in good and proper working condition, vacuum cleaners, landscaping vehicles, landscaping supplies and chemicals, and secure an adequate inventory of all landscaping supplies and products.

- All equipment provided by the Contractor will be of commercial grade.

- The use of portable leaf blowers is prohibited within the City of Del Mar. NO EXCEPTIONS shall be granted. For every incident where the Contractor or Subcontractors are observed using leaf blowers, the CONTRACTOR shall pay the AGENCY, or have monies due withheld, the sum of five hundred ($500) dollars.

VIII. MATERIAL SUBMITTALS

- All materials and consumable products are subject to prior approval by the City. Contractor will provide submittals for the following items to the City for approval. All materials and consumable products used at the facilities will be subject to prior approval through this submittal application process. No materials will be accepted for use on this project without prior approval, in writing. All Submittals will have the appropriate MSDS attached for City review.

- Any Contractor-requested replacements for the items listed in “PRE-APPROVED PRODUCTS” are subject to this approval process.

IX. CITY CONTACTS

Location	Contact	Telephone and e-mail
City of Del Mar, Public Works 2240 Jimmy Durante Blvd. California 92014	Primary - Robert Simpson Utility Worker	(858) 375-9536 rsimpson@delmar.ca.us
City of Del Mar, Public Works 2240 Jimmy Durante Blvd. California 92014	Secondary - Alex Panduro, Public Works Operations Manager	(858) 375-9535 apanduro@delmar.ca.us

X. STANDARDS OF PERFORMANCE / DEFINITIONS

- Contractor is responsible for training, supervising, equipping, checking work quality, ensuring adherence to schedule, and all other management issues involved with his employees. Quality control is the responsibility of the Contractor.

- Performance standards are an outline of general expectations of landscaping but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturers’ recommendations.

- Each of the Contractor’s Employee’s shall be equipped with the necessary equipment to carry out the proper performance of the landscaping as specified. This equipment shall be available and in possession of the Contractor’s Employee’s at all times while carrying out their duties.

- Applicable performance definitions:

A. Service Level (Acceptable Quality): The level of services as outlined in this Contract shall consistently be maintained. During the Contract period, the Contract Administrator will conduct monthly inspections of the facilities under this Contract. The inspections are based on standards for commercial facilities within the maintenance industry.

B. Policing: Policing is picking up leaves, branches, paper, trash, empty bottles, containers, and other discarded materials that are not part of the habitat and planted areas. Remove all trash and debris in planter(s), plaza, parking lots, garage, from 11th Street to 10th Street curb to curb, and from Camino Del Mar to sound wall at the West.

C. Standard: Area(s) being policed shall be free of debris. Area(s) shall present an overall clean and maintained appearance.

D. Vacuuming: Vacuuming requires the mechanical removal of loose leaves, dirt, soil, debris, and other foreign material from surfaces and planters which will require this method of cleaning as no blowers are allowed in the City of Del Mar.

E. Supply/Provide: Provide necessary fertilizers and plant food as necessary to maintain the integrity of what was originally placed. All supplies necessary for the implementation of said work. This will include brooms, shovels, hoes, tree trimmers, ladders, safety vests, shoes, cell phone, safety barricades, fertilizers, tie offs to trees, without marring, discolorations of finishes.

F. Haul Off: Any and all discards from the Landscaping activities will be borne by this Contractor, including dump fees. At no time should the City's trash receptacles be utilized for disposing of this Contractor's debris.

G. Wash: Remove all dirt, stains, and marks with an approved cleaner; rinse and dry.

H. Rubber tires: No vehicle will be able to contact the concrete/flagstone surfaces without protection of tire markings.

EXHIBIT "B" - FEE SCHEDULE

A. PLANTED AND IRRIGATED MEDIANS/ ROAD PARKWAY TREATMENTS

A-1 All currently developed planting in the center medians on Camino del Mar between Via De la Valle and Carmel Valley Road, encompassing about 2.5 miles of median strip of varying width containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-1			
Supervisory Inspection	$51.21	12	$614.52
Irrigation - Inspection	$590.91	12	$7,090.92
Debris Removal	$29.55	52	$1,536.60
Weed Removal	$236.37	52	$12,291.24
Mulch	$76.82	12	$ 921.84
Pruning - Shrubs / Groundcover	$768.19	6	$ 4,609.14
Fertilization - Shrubs / Groundcover	$307.28	4	$ 1,229.12
Edging	$25.60	12	$ 307.20
Rake up Pine Needles	$128.00	12	$1,536.00
Sweep curb lines	$26.59	52	$ 1,382.68
		TOTAL PROPERTY A-1	$ 31,519.26

A-2 Plantings in the triangle at Coast Boulevard and Camino del Mar and three nearby rectangular planters beginning south of 24th Street to 22nd Street between the west curb of Camino del Mar/Coast Boulevard and the sidewalk encompassing approximately 10,600 square feet (SF) of planted area containing shrubs, flowers, ground cover; sidewalk, access ramps and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-2			
Supervisory Inspection	$5.51	12	$ 66.12
Irrigation - Inspection (M)	$63.66	12	$ 763.92
Debris Removal	$3.18	52	$ 165.36
Weed Removal	$22.88	52	$ 1,189.76
Mulch	$8.27	12	$ 99.24
Pruning - Shrubs / Groundcover	$41.36	12	$ 496.32
Fertilization - Shrubs / Groundcover	$33.09	4	$ 132.36
Edging	$0.63	52	$ 32.76
Sweep curb lines	$3.18	52	$ 165.36
		TOTAL PROPERTY A-2	$ 3,111.20

A-3 The triangular median strip approximately 9,000 SF between Jimmy Durante Boulevard and Camino del Mar bounded on the North by the eastern bridge abutment for the railroad overpass and median ice-plant and other vegetation north of Camino del Mar RR overpass containing shrubs and ground cover.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-3			
Supervisory Inspection	$4.42	12	$ 53.04
Irrigation - Inspection (M)	$50.93	12	$ 611.16
Debris Removal	$2.55	52	$ 132.60
Weed Removal	$20.37	52	$ 1,059.24
Mulch	$6.62	12	$ 79.44
Pruning - Shrubs / Groundcover	$33.11	12	$ 397.32
Fertilization - Shrubs / Groundcover	$26.49	4	$ 105.96
Edging	$2.20	12	$ 26.40
Rake up Pine Needles	$11.04	12	$ 132.48
Sweep curb lines	$1.15	52	$ 59.80
		TOTAL PROPERTY A-3	$ 2,657.44

A-4 Planted median approximately 12,500 SF on Jimmy Durante Boulevard between San Dieguito Drive and Camino del Mar + Parkway medians on West side, containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-4			
Supervisory Inspection	$8.06	12	$ 96.72
Irrigation - Inspection (A)	$100.72	12	$ 1,208.64
Debris Removal	$4.65	52	$ 241.80
Weed Removal	$37.19	52	$ 1,933.88
Mulch	$12.09	12	$ 145.08
Pruning - Shrubs / Groundcover	$60.43	12	$ 725.16
Fertilization - Shrubs / Groundcover	$120.86	4	$ 483.44
Sweep curb lines	$2.09	52	$ 108.68
		TOTAL PROPERTY A-4	$ 4,943.40

A-5 The southeast triangle island at the intersection of Jimmy Durante Blvd. and Via De La Valle approximately 8,900 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-5			
Supervisory Inspection	$3.55	12	$ 42.60
Irrigation - Inspection (A)	$46.89	12	$ 562.68
Debris Removal	$2.05	52	$ 106.60
Weed Removal	$16.36	52	$ 850.72
Mulch	$5.32	12	$ 63.84
Pruning - Shrubs / Groundcover	$26.59	12	$ 319.08
Fertilization - Shrubs / Groundcover	$53.18	4	$ 212.72
Sweep curb lines	$0.92	52	$ 47.84
		TOTAL PROPERTY A-5	$ 2,206.08

A-6 Landscaping on East and West sides of Camino del Mar located north and south of 12th and 14th Street pedestrian crossings encompassing 424 and 390 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-6			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (A)	$1.11	12	$ 13.32
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Edging	$0.09	12	$ 1.08
Sweep curb lines	$0.20	52	$ 10.40
		TOTAL PROPERTY A-6	$ 368.32

A-7 Camino del Mar parkway (road edge) between 25th and 27th Street, east and west side approximately 2,300 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-7			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$34.73	4	$ 138.92
Edging	$0.27	12	$ 3.24
Sweep curb lines	$0.60	52	$ 31.20
		TOTAL PROPERTY A-7	$ 1,412.68

A-8 Two medians by Chamber of Commerce on 11th ST encompassing about 500 and 350 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-8			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (A)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Edging	$0.09	12	$ 1.08
Sweep curb lines	$0.20	52	$ 10.40
		TOTAL PROPERTY A-8	$ 471.04

B. PUBLIC PARKS

B-1 The public park known as "Seagrove Park" located at the west end of 15th Street and east of the Atchison, Topeka and Santa Fe Railway encompassing 1.52 acres of ground cover, turf, shrubs, benches, paved areas, gutters, walkways, and sidewalks. Southern boundary includes the area bordering the Wavecrest timeshares.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-1			
Supervisory Inspection	$10.95	12	$ 131.40
Irrigation - Inspection (A)	$54.75	52	$ 2,847.00
Debris Removal	$2.53	260	$ 657.80
Weed Removal	$63.18	52	$ 3,285.36
Mulch	$32.85	12	$ 394.20
Pruning - Shrubs / Groundcover	$109.50	12	$ 1,314.00
Fertilization - Shrubs / Groundcover	$65.70	4	$ 262.80
Mowing - turf	$2.53	52	$ 131.56
Aerification - Turf	$656.99	2	$ 1,313.98
Renovation - Turf	$394.20	1	$ 394.20
Fertilization - Turf	$98.55	4	$ 394.20
Overseed - Turf	$985.49	2	$ 1,970.98
Edging	$2.53	52	$ 131.56
Rodent Control by trapping (as Required)	$131.40		$ 131.40
		TOTAL PROPERTY B-1	$ 13,360.44

B-2 The public park known as "Powerhouse Park", located at 16301/2 Coast Boulevard, encompassing 3.18 acres of ground cover, turf, shrubs, benches, tables, Tot-Lot play area (sand maintenance included), paved areas, gutters, and sidewalks. This area includes the extensive landscaping areas surrounding the Powerhouse building. The area is bounded on the west by the top of the bluff, the south by a chain-link fence, the east by the west curb of Coast Blvd. and the north by the pathway that runs along the south side of the Powerhouse Building.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-2			
Supervisory Inspection	$21.38	12	$ 256.56
Irrigation - Inspection (A)	$133.62	52	$ 6,948.24
Debris Removal	$4.93	260	$ 1,281.80
Weed Removal	$148.01	52	$ 7,696.52
Mulch	$21.38	12	$ 256.56
Pruning - Shrubs / Groundcover	$213.80	12	$ 2,565.60
Fertilization - Shrubs / Groundcover	$128.28	4	$ 513.12
Mowing - turf	$4.93	52	$ 256.36
Aerification - Turf	$1,282.78	2	$ 2,565.56
Renovation - Turf	$513.12	1	$ 513.12
Fertilization - Turf	$64.14	4	$ 256.56
Overseed - Turf	$1,282.78	2	$ 2,565.56
Edging	$2.47	52	$ 128.44
DG Sidewalk	$1.23	52	$ 63.96
Tot Lot Maintenance	$0.50	260	$ 130.00
Rodent Control (as Required)	$128.28		$ 128.28
		TOTAL PROPERTY B-2	$ 26,126.24

B-3 Stuart Green (Caminito) Park, approximately 2,100 SF mini-park adjacent to 1424 Camino Del Mar in the alley right-of-way west of Camino del Mar and south of 15th Street, including brick walkway, benches, and planters of shrubs, and bushes.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property B-3			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$8.92	12	$ 107.04
Debris Removal	$0.09	260	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Sidewalk	$0.09	52	$ 4.68
		TOTAL PROPERTY B-3	$ 455.24

B-4 The mini park within the 13th Street right of way at Maiden Lane, between 325 and 328 13th St., approximately 1,200 SF of trees (< 12 feet), shrubs, brick walkway, gutter, and sidewalk.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-4			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$8.92	12	$ 107.04
Debris Removal	$0.18	260	$ 46.80
Weed Removal	$7.73	24	$ 185.52
Mulch	$1.16	12	$ 13.92
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Rake Planters	$0.04	52	$ 2.08
Sweep curb lines	$0.24	52	$ 12.48
	TOTAL PROPERTY B-4		$ 446.68

B-5 Triangular-shaped Park known as Sea Cliff Park, south of Powerhouse Park Tot Lot, 1600 Block Coast Boulevard, consisting of about 12,500 SF of shrubs, plantings, and decomposed granite walkways. Area west of tracks, south of Powerhouse Park south fence, and to the bluffs.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-5			
Supervisory Inspection	$5.38	12	$ 64.56
Debris Removal	$9.29	52	$ 483.08
Weed Removal	$107.44	12	$ 1,289.28
Mulch	$16.12	6	$ 96.72
Pruning - Shrubs / Groundcover	$40.29	12	$ 483.48
DG Sidewalk	$6.20	52	$ 322.40
Rodent Control (as Required)	$322.31		$ 322.31
		TOTAL PROPERTY B-5	$ 3,061.83

B-6 The public park known as "Shores Park", located on Stratford Ct. at 9th Street, encompassing an area with ground cover, turf, shrubs, benches, paved areas, gutters, and sidewalks. Includes trimming road edge from S/E corner of 9th and Stratford South to the entrance to Shores Park entrance approximately 400 linear feet, trimming plant material growing on fencing to keep parking stalls accessible approx. 400 linear feet, sidewalk sweeping on Camino del Mar East of Shores Park approx. 500 ft, and open area between community connections building 225 9th St. and Winston School 215 9th St. approximately 1200 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-6			
Supervisory Inspection	$5.32	12	$ 63.84
Irrigation - Inspection (M/A)	$30.70	52	$ 1,596.40
Debris Removal	$1.23	260	$ 319.80
Weed Removal	$36.85	52	$ 1,916.20
Sidewalk sweeping	$3.81	52	$ 198.12
Mulch	$5.32	12	$ 63.84
Pruning - Shrubs / Groundcover	$53.23	12	$ 638.76
Fertilization - Shrubs / Groundcover	$31.94	4	$ 127.76
Mowing -Turf	$1.23	52	$ 63.96
Aerification - Turf	$319.36	2	$ 638.72
Renovation - Turf	$127.74	1	$ 127.74
Fertilization - Turf	$15.97	4	$ 63.88
Overseed - Turf	$319.36	2	$ 638.72
Edging	$1.84	52	$ 95.68
Rodent Control	$7.98	4	$ 31.92
		TOTAL PROPERTY B-6	$ 6,585.34

C. PUBLIC BUILDING LANDSCAPING

C-1 Civic Center located at 1050 Camino Del Mar to include general grounds and landscape maintenance pertaining to shrubs and plantings adjacent to and surrounding the building, hardscaped areas of flagstone, concrete, and decomposed granite, planter boxes, and along City sidewalks and streets. Approximately 30,000 SF.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property C-1			
Supervisory Inspection	$40.22	12	$ 482.64
Irrigation - Inspection	$150.84	24	$ 3,620.16
Debris Removal	$46.41	260	$ 12,066.60
Weed Removal	$185.65	104	$ 19,307.60
Mulch	$60.34	12	$ 724.08
Pruning – Shrubs/ Groundcover	$301.68	12	$ 3,620.16
Fertilization – Shrubs/ Groundcover	$211.18	4	$ 844.72
Decomposed Granite	$6.96	52	$ 361.92
Edging	$46.41	52	$ 2,413.32
Sweep outer lower Parking Lot	$14.29	52	$ 743.08
		TOTAL PROPERTY C-1	$ 44,184.28

C-2 City of Del Mar Public Library located at 1309 Camino del Mar, which is bordered on eastside by Camino del Mar, north side by 13th Street, Westside by Maiden Lane, Southside by commercial parking lot of 1327 Camino del Mar. Approximately 2,865 SF of shrubs, flowers, groundcover, native vegetation, paved areas, access ramps, sidewalks, and gutters.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property C-2			
Supervisory Inspection	$6.96	12	$83.52
Irrigation - Inspection	$52.22	12	$626.64
Debris Removal	$8.03	52	$417.56
Weed Removal	$32.13	52	$1,670.76
Mulch	$10.44	12	$ 125.28
Pruning - Shrubs / Groundcover	$52.22	12	$ 626.64
Fertilization - Shrubs / Groundcover	$36.55	4	$ 146.20
Edging	$8.03	52	$ 417.56
Sidewalk	$1.21	52	$ 62.92
		TOTAL PROPERTY C-2	$ 4,177.08

C-3 Post Office building 122 15th St. (Parkway – sidewalk to street only): sidewalk and tree planter areas from the north sidewalk edge to the gutters and to the outside limits of the east and west driveways to include trees (<12 feet), driveways, stone paved areas, access ramps, sidewalks and gutters, approximately 3,800 SF. Del Mar Garden Club maintains west area from sidewalk to building.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-3			
Supervisory Inspection	$4.64	12	$ 55.68
Debris Removal	$5.36	52	$ 278.72
Pine Needle Removal	$21.42	52	$ 1,113.84
Mulch	$6.96	12	$ 83.52
Sidewalk	$0.32	52	$ 16.64
		TOTAL PROPERTY C-3	$ 1,548.40

C-4 Public Works building located at 2240 Jimmy Durante Boulevard to include the shrubs, and plantings adjacent to building approximately 500 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-4			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (M)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$46.41	12	$ 556.92
Mulch	$3.48	12	$ 41.76
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
		TOTAL PROPERTY C-4	$ 1,253.24

C-5 21st Street Pump Station located at 201 21st St. to include the landscape of shrubs and plantings adjacent to building, surrounding tennis court, drainage ditch, and sidewalk approximately 4,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-5			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation Inspection	$26.79	12	$ 321.48
Debris Removal	$0.27	260	$ 70.20
Weed Removal	$8.03	52	$ 417.56
Mulch	$1.16	12	$ 13.92
Pruning – shrubs/groundcover	$34.81	4	$ 139.24
Fertilization – shrubs/groundcover	$27.85	1	$ 27.85
Mowing - Turf	$0.27	52	$ 14.04
Aerification - Turf	$13.92	2	$ 27.84
Renovation - Turf	$146.20	1	$ 146.20
Fertilization - Turf	$3.47	4	$ 13.88
Overseed - Turf	$69.62	2	$ 139.24
Edging	$0.40	52	$ 20.80
		TOTAL PROPERTY C-5	$ 1,366.17

C-6 Beach Safety Center located at 17th St. to include the landscape of shrubs, plantings, and sidewalks adjacent to building and parking lot approximately 5,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-6			
Supervisory Inspection	$3.05	12	$ 36.60
Irrigation - Inspection	$38.18	12	$ 458.16
Debris Removal	$0.35	52	$ 18.20
Weed Removal	$14.10	52	$ 733.20
Mulch	$4.58	12	$ 54.96
Pruning - Shrubs / Groundcover	$22.91	12	$ 274.92
Fertilization - Shrubs / Groundcover	$36.66	4	$ 146.64
TOTAL PROPERTY C-6			$ 1,722.68

D. CITY PATHWAYS:

D-1 Alley between Crest Road and Hoska Lane known as the "Gunther's Walkway" containing approximately 3,700 SF of shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-1			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$18.56	12	$ 222.72
TOTAL PROPERTY D-1			$ 897.20

D-2 Carmel Valley Walkway located between Ocean View and Torrey Point Road to include sidewalk and adjacent ground cover, stairway to include sweeping and DG pathway, approximately 3,700 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-2			
Supervisory Inspection	$0.61	12	$ 7.32
Debris Removal	$1.34	12	$ 16.08
Weed Removal	$10.71	12	$ 128.52
Pruning - Shrubs / Groundcover	$23.20	12	$ 278.40
Edging	$8.03	12	$ 96.36
TOTAL PROPERTY D-2			$ 526.68

D-3 Hidden Gulch pathway 912 Crest to 837 Klish Way –approximately 4000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-3			
Supervisory Inspection	$2.37	6	$ 14.22
Debris Removal	$5.21	6	$ 31.26
Weed Removal	$41.68	6	$ 250.08
Pruning - Shrubs / Groundcover	$121.56	6	$ 729.36
TOTAL PROPERTY D-3			$ 1,024.92

D-4 Short cut pathway 11th St.- 10th St. 1000 SF between 343 and 411 11th St.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-4			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-4			$ 648.80

D-5 Del Mar Canyon Preserve path, DG path West of Camino Del Mar from Canyon to Carmel Valley Rd. approximately 8,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-5			
Supervisory Inspection	$6.58	4	$ 26.32
Debris Removal	$14.45	4	$ 57.80
Weed Removal	$115.71	4	$ 462.84
Pruning - Shrubs / Groundcover	$250.69	4	$ 1,002.76
DG Sidewalk	$86.81	4	$ 347.24
TOTAL PROPERTY D-5			$ 1,896.96

D-6 Canyon Steps pathway 500 block 15th St. to Forest Way approximately 1,000 SF between 550 and 590 15th St.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-6			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-6			$ 648.80

D-7 Slim Lane pathway- 1266 Cuchara to 1172 Cuchara approximately 1,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-7			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-7			$ 648.80

D-8 Friendship Way – upper Rimini 650 to Lower Rimini 690 pathway approximately 1,000 SF

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-8			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-8			$ 648.80

E. PLANTED AND IRRIGATED ROAD EDGE TRAFFIC CONTROL DEVICES OR SMALL MEDIANS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, SIDEWALKS, AND GUTTERS

E-1 Median 4th Street, west of Camino Del Mar containing approximately 240 SF W/S of Camino del Mar northbound to 460 Camino del Mar.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-1			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
TOTAL PROPERTY E-1			$ 413.16

E-2 Southeast and Southwest corners, intersection of 9th Street and Stratford Court containing approximately 1,229 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-2			
Supervisory Inspection	$1.10	12	$ 13.20
Irrigation - Inspection (M)	$13.74	12	$ 164.88
Debris Removal	$0.63	52	$ 32.76
Weed Removal	$5.08	52	$ 264.16
Mulch	$1.65	12	$ 19.80
Pruning - Shrubs / Groundcover	$8.24	12	$ 98.88
Fertilization - Shrubs / Groundcover	$13.19	4	$ 52.76
Edging	$0.19	52	$ 9.88
TOTAL PROPERTY E-2			$ 656.32

E-3 Medians on 12th Street near Stratford Court containing approximately 220 SF.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-3			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
TOTAL PROPERTY E-3			$ 413.16

E-4 Southwest corner Via Alta at Crest containing approximately 960 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-4			
Supervisory Inspection	$0.86	12	$ 10.32
Irrigation - Inspection (M)	$12.86	12	$ 154.32
		TOTAL PROPERTY E-4	$ 164.64

E-5 Median on Via Alta between Van Dyke and Umatilla containing approximately 100 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-5			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-5	$ 626.88

E-6 South road edge on 15th just west of Carolina containing approximately 600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-6			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
		TOTAL PROPERTY E-6	$ 413.16

E-7 Planter circle at east end of 15th Street (top of hill), a 10-foot diameter planter of ground cover, and other small plantings containing approximately 80 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-7			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	12	$ 5.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
		TOTAL PROPERTY E-7	$ 395.16

E-8 The median strip on 15th Street east of Camino Del Mar and up to Luneta Drive containing approximately 2,600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-8			
Supervisory Inspection	$0.30	12	$ 3.60
Irrigation - Inspection	$14.51	12	$ 174.12
Debris Removal	$34.81	52	$ 1,810.12
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-8	$ 2,391.84

E-9 Two small side medians, area approximately 2,000 SF on the southeast and northeast corner of the intersection of 15th Street and Coast Blvd./ Ocean Ave.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-9			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$2.90	52	$ 150.80
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-9	$ 742.84

E-10 Two planters and the tree planter on the southeast corner of 15th Street and Stratford Court containing approximately 420 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-10			
Supervisory Inspection	$1.23	12	$ 14.76
Irrigation - Inspection (M)	$15.31	12	$ 183.72
Debris Removal	$0.70	52	$ 36.40
Weed Removal	$5.65	52	$ 293.80
Mulch	$1.83	12	$ 21.96
Pruning - Shrubs / Groundcover	$9.18	12	$ 110.16
		TOTAL PROPERTY E-10	$ 660.80

E-11 Approximately 1,070 SF in two medians on Coast Boulevard at railroad tracks near Powerhouse Park, 1600 Block Coast Boulevard.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-11			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-11	$ 472.80

E-12 Two (2) medians on Coast Boulevard by 2120 Coast Blvd, totaling approximately 614 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-12			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-12	$ 472.80

E-13 Parkway near Camino Del Mar at Court Street, approximately 3,635 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-13			
Supervisory Inspection	$1.54	12	$ 18.48
Irrigation - Inspection (M)	$19.34	12	$ 232.08
Debris Removal	$0.89	52	$ 46.28
Weed Removal	$7.14	52	$ 371.28
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$11.60	12	$ 139.20
Edging	$0.27	52	$ 14.04
		TOTAL PROPERTY E-13	$ 849.20

E-14 Bulb out on Camino Del Mar at 29th Street (east side), approximately 162 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-14			
Supervisory Inspection	$1.54	12	$ 18.48
Irrigation - Inspection (M)	$19.34	12	$ 232.08
Debris Removal	$0.89	52	$ 46.28
Weed Removal	$7.14	52	$ 371.28
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$11.60	12	$ 139.20
		TOTAL PROPERTY E-14	$ 835.16

E-15 Four (4) Chicanes near 1429, 1345, 1042, 1016 Crest Road, approximately 162 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-15			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
Hand water	$4.76	26	$ 123.76
		TOTAL PROPERTY E-15	$ 750.64

F. PLANTED AND IRRIGATED STREET ENDS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, DECOMPOSED GRANITE WALKWAYS, SIDEWALKS, AND GUTTERS

F-1 Planted street-end at the west end of 19th Street between Ocean Front and the Seawall including about 5,500 SF.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-1			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (A)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY F-1	$ 472.80

F-2 Approximately 2,000 SF at 20th Street between Ocean Front and the lifeguard station, bounded on the south by a private wooden fence and the north by a private residence. Include the sidewalk access to the beach.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-2			
Supervisory Inspection	$3.16	12	$ 37.92
Irrigation - Inspection (A)	$39.48	12	$ 473.76
Debris Removal	$1.83	52	$ 95.16
Weed Removal	$14.58	52	$ 758.16
Pruning - Shrubs / Groundcover	$23.69	12	$ 284.28
Edging	$0.55	52	$ 28.60
		TOTAL PROPERTY F-2	$ 1,677.88

F-3 Planted street-end at the west end of 21st Street between Ocean Front and the beach seawall containing approximately 3,500 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-3			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$27.85	4	$ 111.40
Edging	$0.40	52	$ 20.80
		TOTAL PROPERTY F-3	$ 1,343.68

F-4 Planted street-end at the west end of 22nd Street between Ocean Front and the beach seawall containing approximately 3,500SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-4			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$27.85	4	$ 111.40
Edging	$0.40	52	$ 20.80
		TOTAL PROPERTY F-4	$ 1,343.68

F-5 Street-end located at 25th Street between Ocean Front and the east side of the lifeguard tower including parking areas containing approximately 2,800 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-5			
Supervisory Inspection	$1.60	12	$ 19.20
Irrigation - Inspection (A)	$19.17	12	$ 230.04
Debris Removal	$0.91	52	$ 47.32
Weed Removal	$7.40	52	$ 384.80
Mulch	$2.01	12	$ 24.12
Pruning - Shrubs / Groundcover	$12.02	12	$ 144.24
Fertilization - Shrubs / Groundcover	$19.23	4	$ 76.92
Edging	$0.19	52	$ 9.88
		TOTAL PROPERTY F-5	$ 936.52

G. <u>RIVERPATH AREAS INCLUDING NATIVE PLANTINGS WITHOUT IRRIGATION, DG PATHWAYS, BORDER MATERIALS, AND SHRUBS.</u>

G-1 West Riverpath Del Mar to include DG path, shrubs, plants, and benches. Area West from Jimmy Durante Roundabout and South of San Dieguito River, west to within 50' of Railroad, containing approximately 1.4 acres. Maintain 1–2-foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property G-1			
Supervisory Inspection	$5.82	12	$ 69.84
Debris Removal	$2.95	52	$ 153.40
Weed Removal	$23.64	52	$ 1,229.28
Pruning - Shrubs / Groundcover	$221.93	12	$ 2,663.16
DG Sidewalk	$76.85	12	$ 922.20
TOTAL PROPERTY G-1			$ 5,037.88

G-2. East Riverpath and Parking Lot to include DG path, border material, shrubs, plants, and benches. Area East of Jimmy Durante from gravel parking lot, East to Grand Ave Bridge. Maintain 1-2 foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property G-2			
Supervisory Inspection	$8.97	12	$ 107.64
Debris Removal	$4.55	52	$ 236.60
Weed Removal	$36.42	52	$ 1,893.84
Pruning - Shrubs / Groundcover	$341.94	12	$ 4,103.28
DG Sidewalk	$118.40	12	$ 1,420.80
TOTAL PROPERTY G-2			$ 7,762.16

H. ROAD EDGES TO BE MAINTAINED 3 FEET BEHIND CURB AND/OR SIDEWALK.

H-1 West side of Camino Del Mar from 4th street heading south approximately 600' until Del Mar Canyon Preserve Path. Maintain 3' clear behind curb.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-1			
Supervisory Inspection	$2.36	4	$ 9.44
Debris Removal	$5.20	4	$ 20.80
Weed Removal	$41.60	4	$ 166.40
Pruning - Shrubs / Groundcover	$121.34	4	$ 485.36
		TOTAL PROPERTY H-1	$ 682.00

H-2 East side of Camino Del Mar from Carmel Valley Road to Del Mar Heights. Maintain 3' clear behind curb. Approximately 2800 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-2			
Supervisory Inspection	$10.14	4	$ 40.56
Debris Removal	$22.27	4	$ 89.08
Weed Removal	$178.30	4	$ 713.20
Pruning - Shrubs / Groundcover	$520.05	4	$ 2,080.20
		TOTAL PROPERTY H-2	$ 2,923.04

H-3 East side of Camino Del Mar from Del Mar Heights Rd. to Wesley Way. Maintain 3' clear behind curb. Approximately 1800 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-3			
Supervisory Inspection	$6.60	4	$ 26.40
Debris Removal	$14.49	4	$ 57.96
Weed Removal	$116.05	4	$ 464.20
Pruning - Shrubs / Groundcover	$338.49	4	$ 1,353.96
		TOTAL PROPERTY H-3	$ 1,902.52

H-4 East side of Camino Del Mar from Plaza to Jimmy Durante Blvd Roundabout. Maintain 3' behind sidewalk. Approximately 3400 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-4			
Supervisory Inspection	$12.25	4	$ 49.00
Debris Removal	$26.92	4	$ 107.68
Weed Removal	$215.54	4	$ 862.16
Pruning - Shrubs / Groundcover	$628.67	4	$ 2,514.68
		TOTAL PROPERTY H-4	$ 3,533.52

H-5 North side of San Dieguito Dr from racetrack view to Grand Ave bridge. Maintain 3' behind edge of road and/or guard rail. Approximately 2,000 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-5			
Supervisory Inspection	$7.29	4	$ 29.16
Debris Removal	$16.02	4	$ 64.08
Weed Removal	$128.26	4	$ 513.04
Pruning - Shrubs / Groundcover	$374.09	4	$ 1,496.36
TOTAL PROPERTY H-5			$ 2,102.64

H-6 West side of Jimmy Durante Blvd heading South from David Way until 1648 Camino Del Mar. Maintain 3 feet behind curb. Approximately 2200 linear feet.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-6			
Supervisory Inspection	$8.02	4	$ 32.08
Debris Removal	$17.62	4	$ 70.48
Weed Removal	$141.09	4	$ 564.36
Pruning - Shrubs / Groundcover	$411.51	4	$ 1,646.04
TOTAL PROPERTY H-6			$ 2,312.96

I. RESERVOIR PROPERTY MAINTENANCE

I-1 Torrey Pines Reservoir adjacent to 491 Pine Needles, maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-1			
Supervisory Inspection	$1.39	4	$ 5.56
Debris Removal	$3.04	4	$ 12.16
Weed Removal	$24.37	4	$ 97.48
Pruning - Shrubs / Groundcover	$71.08	4	$ 284.32
		TOTAL PROPERTY I-1	$ 399.52

I-2 Crest Reservoir adjacent to 700 Crest Rd., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1200 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-2			
Supervisory Inspection	$2.24	4	$ 8.96
Debris Removal	$4.92	4	$ 19.68
Weed Removal	$39.42	4	$ 157.68
Pruning - Shrubs / Groundcover	$114.97	4	$ 459.88
		TOTAL PROPERTY I-2	$ 646.20

I-3 11th St Reservoir, across from 545 11th St., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing approx. 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-3			
Supervisory Inspection	$2.94	4	$ 11.76
Debris Removal	$6.46	4	$ 25.84
Weed Removal	$51.70	4	$ 206.80
Pruning - Shrubs / Groundcover	$150.80	4	$ 603.20
		TOTAL PROPERTY I-3	$ 847.60

I-4 Zuni Reservoir, adjacent 626 Zuni Dr., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-4			
Supervisory Inspection	$2.94	4	$ 11.76
Debris Removal	$6.46	4	$ 25.84
Weed Removal	$51.70	4	$ 206.80
Pruning - Shrubs / Groundcover	$150.80	4	$ 603.20
		TOTAL PROPERTY I-4	$ 847.60

J. SUPPLEMENTAL AS-NEEDED LANDSCAPE MAINTENANCE AND TRIMMING SERVICES

J-1 Provide supplemental citywide as-needed landscape maintenance and trimming services as determined by City staff in City maintained areas such as open space, pathways parks, and medians. Services to be performed by a crew of four workers with one truck between the hours of 7:00AM-4:00PM. All traffic control for supplemental services will be set up, monitored, and taken down by the City of Del Mar. Hourly rate shall include all necessary tools and equipment required for the supplemental services. Extra work items required for the supplemental services shall be provided in accordance with Section VIII, IX, and X of the Scope of Work.

TASK	HOURLY RATE	ESTIMATED* ANNUAL FREQUENCY	ESTIMATED* ANNUAL COST
J-1			
Crew of Four Workers with One Truck	$35 x 4 = $140	40 hours	$5,600
		TOTAL J-1	$5,600

**The hours are estimated. The actual hours for supplemental services will be based on the needs of the City and will be billed based on the actual hours worked.*

K. As-Needed Irrigation Repairs or Replacement

K-1 Provide as-needed irrigation repairs and replacement. Includes repair or replacement of damaged, malfunctioning or failed components. Repair work does not include routine adjustments or controllers reprogramming, which are included separately as Irrigation Inspection. The Contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle in order to facilitate prompt irrigation system repairs.

TASK	HOURLY RATE	ESTIMATED* ANNUAL FREQUENCY	ESTIMATED* ANNUAL COST
K-1			
As-Needed Irrigation Repair Labor	$56.46	20 hours	$1,129.20
		TOTAL J-1	$1,129.20

**The hours are estimated. The actual hours for as-needed irrigation repairs or replacement will be based on the needs of the City and will be billed based on the actual hours worked.*

Total Amounts

Property	Total Cost per Year	Property	Total Cost per Year
A-1	$ 31,519.26	E-4	$ 164.64
A-2	$ 3,111.20	E-5	$ 626.88
A-3	$ 2,657.44	E-6	$ 413.16
A-4	$ 4,943.40	E-7	$ 395.16
A-5	$ 2,206.08	E-8	$ 2,391.84
A-6	$ 368.32	E-9	$ 742.84
A-7	$ 1,412.68	E-10	$ 660.80
A-8	$ 471.04	E-11	$ 472.80
B-1	$ 13,360.44	E-12	$ 472.80
B-2	$ 26,126.24	E-13	$ 849.20
B-3	$ 455.24	E-14	$ 835.16
B-4	$ 446.68	E-15	$ 750.64
B-5	$ 3,061.83	F-1	$ 472.80
B-6	$ 6,585.34	F-2	$ 1,677.88
C-1	$ 44,184.28	F-3	$ 1,343.68
C-2	$ 4,177.08	F-4	$ 1,343.68
C-3	$ 1,548.40	F-5	$ 936.52
C-4	$ 1,253.24	G-1	$ 5,037.88
C-5	$ 1,366.17	G-2	$ 7,762.16
C-6	$ 1,722.68	H-1	$ 682.00
D-1	$ 897.20	H-2	$ 2,923.04
D-2	$ 526.68	H-3	$ 1,902.52
D-3	$ 1,024.92	H-4	$ 3,533.52
D-4	$ 648.80	H-5	$ 2,102.64
D-5	$ 1,896.96	H-6	$ 2,312.96
D-6	$ 648.80	I-1	$ 399.52
D-7	$ 648.80	I-2	$ 646.20
D-8	$ 648.80	I-3	$ 847.60
E-1	$ 413.16	I-4	$ 847.60
E-2	$ 656.32	J-1	$ 5,600.00
E-3	$ 413.16	K-1	$ 1,129.20

Total Annual Cost for All Locations: **$** 209,677.96

EXHIBIT "C"
MAP WITH SERVICE LOCATIONS

A. PLANTED AND IRRIGATED MEDIANS/ ROAD PARKWAY TREATMENTS

A-1 All currently developed planting in the center medians on Camino del Mar between Via De la Valle and Carmel Valley Road, encompassing about 2.5 miles of median strip of varying width containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.



Example of one of the medians located on Camino del Mar between 4th and Carmel Valley Road.

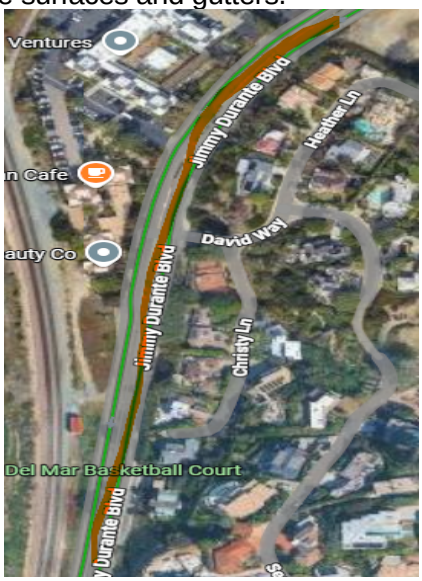
A-2 Plantings in the triangle at Coast Boulevard and Camino del Mar and three nearby rectangular planters beginning south of 24th Street to 22nd Street between the west curb of Camino del Mar/Coast Boulevard and the sidewalk encompassing approximately 10,600 square feet (SF) of planted area containing shrubs, flowers, ground cover; sidewalk, access ramps and gutters.



A-3 The triangular median strip approximately 9,000 SF between Jimmy Durante Boulevard and Camino del Mar bounded on the North by the eastern bridge abutment for the railroad overpass and median ice-plant and other vegetation north of Camino del Mar RR overpass containing shrubs and ground cover.



A-4 Planted median approximately 12,500 SF on Jimmy Durante Boulevard between San Dieguito Drive and Camino del Mar + Parkway medians on West side, containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.



A-5 The southeast triangle island at the intersection of Jimmy Durante Blvd. and Via De La Valle approximately 8,900 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.



A-6 Landscaping on East and West sides of Camino del Mar located north and south of 12th and 14th Street pedestrian crossings encompassing 424 and 390 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.



A-7 Camino del Mar parkway (road edge) between 25th and 27th Street, east and west side approximately 2,300 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.



A-8 Two medians by Chamber of Commerce on 11th ST encompassing about 500 and 350 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.



B. PUBLIC PARKS

B-1 The public park known as "Seagrove Park" located at the west end of 15th Street and east of the Atchison, Topeka and Santa Fe Railway encompassing 1.52 acres of ground cover, turf, shrubs, benches, paved areas, gutters, walkways, and sidewalks. Southern boundary includes the area bordering the Wavecrest timeshares.



B-2 The public park known as "Powerhouse Park", located at 16301/2 Coast Boulevard, encompassing 3.18 acres of ground cover, turf, shrubs, benches, tables, Tot-Lot play area (sand maintenance included), paved areas, gutters, and sidewalks. This area includes the extensive landscaping areas surrounding the Powerhouse building. The area is bounded on the west by the top of the bluff, the south by a chain-link fence, the east by the west curb of Coast Blvd. and the north by the pathway that runs along the south side of the Powerhouse Building.



B-3 Stuart Green (Caminito) Park, approximately 2,100 SF mini-park adjacent to 1424 Camino Del Mar in the alley right-of-way west of Camino del Mar and south of 15th Street, including brick walkway, benches, and planters of shrubs, and bushes.



B-4 The mini park within the 13th Street right of way at Maiden Lane, between 325 and 328 13th St., approximately 1,200 SF of trees (< 12 feet), shrubs, brick walkway, gutter, and sidewalk.



B-5 Triangular-shaped Park known as Sea Cliff Park, south of Powerhouse Park Tot Lot, 1600 Block Coast Boulevard, consisting of about 12,500 SF of shrubs, plantings, and decomposed granite walkways. Area west of tracks, south of Powerhouse Park south fence, and to the bluffs.



B-6 The public park known as "Shores Park", located on Stratford Ct. at 9th Street, encompassing an area with ground cover, turf, shrubs, benches, paved areas, gutters, and sidewalks. Includes trimming road edge from S/E corner of 9th and Stratford South to the entrance to Shores Park entrance approximately 400 linear feet, trimming plant material growing on fencing to keep parking stalls accessible approx. 400 linear feet, sidewalk sweeping on Camino del Mar East of Shores Park approx. 500 ft, and open area between community connections building 225 9th St. and Winston School 215 9th St. approximately 1200 SF.



C. PUBLIC BUILDING LANDSCAPING

C-1 Civic Center located at 1050 Camino Del Mar to include general grounds and landscape maintenance pertaining to shrubs and plantings adjacent to and surrounding the building, hardscaped areas of flagstone, concrete, and decomposed granite, planter boxes, and along City sidewalks and streets. Approximately 30,000 SF.



C-2 City of Del Mar Public Library located at 1309 Camino del Mar, which is bordered on eastside by Camino del Mar, north side by 13th Street, Westside by Maiden Lane, Southside by commercial parking lot of 1327 Camino del Mar. Approximately 2,865 SF of shrubs, flowers, groundcover, native vegetation, paved areas, access ramps, sidewalks, and gutters.



C-3 Post Office building 122 15th St. (Parkway – sidewalk to street only): sidewalk and tree planter areas from the north sidewalk edge to the gutters and to the outside limits of the east and west driveways to include trees (<12 feet), driveways, stone paved areas, access ramps, sidewalks and gutters, approximately 3,800 SF. Del Mar Garden Club maintains west area from sidewalk to building.



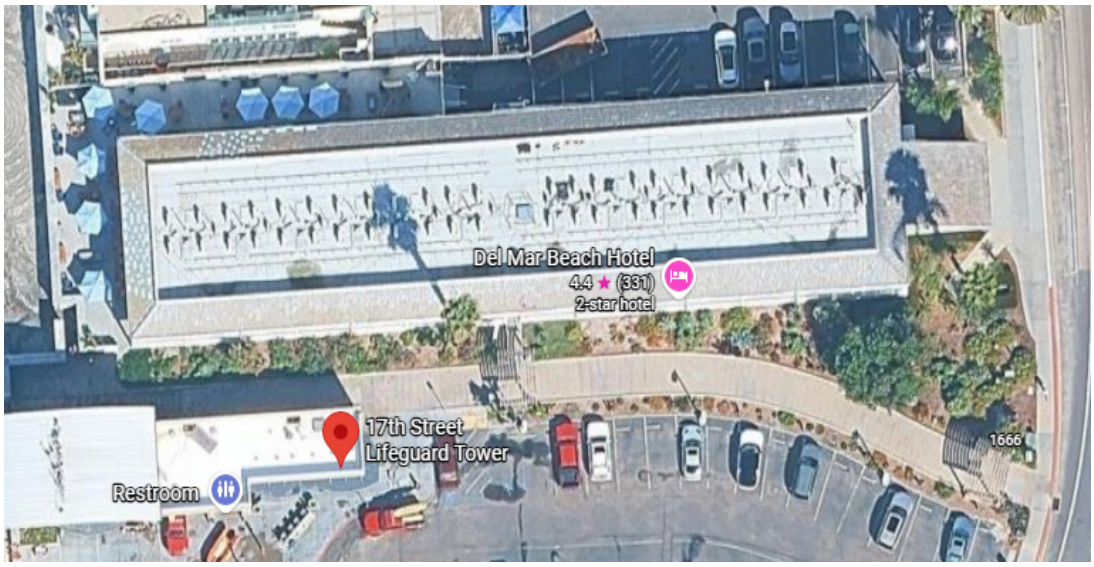
C-4 Public Works building located at 2240 Jimmy Durante Boulevard to include the shrubs, and plantings adjacent to building approximately 500 SF.



C-5 21st Street Pump Station located at 201 21st St. to include the landscape of shrubs and plantings adjacent to building, surrounding tennis court, drainage ditch, and sidewalk approximately 4,000 SF.

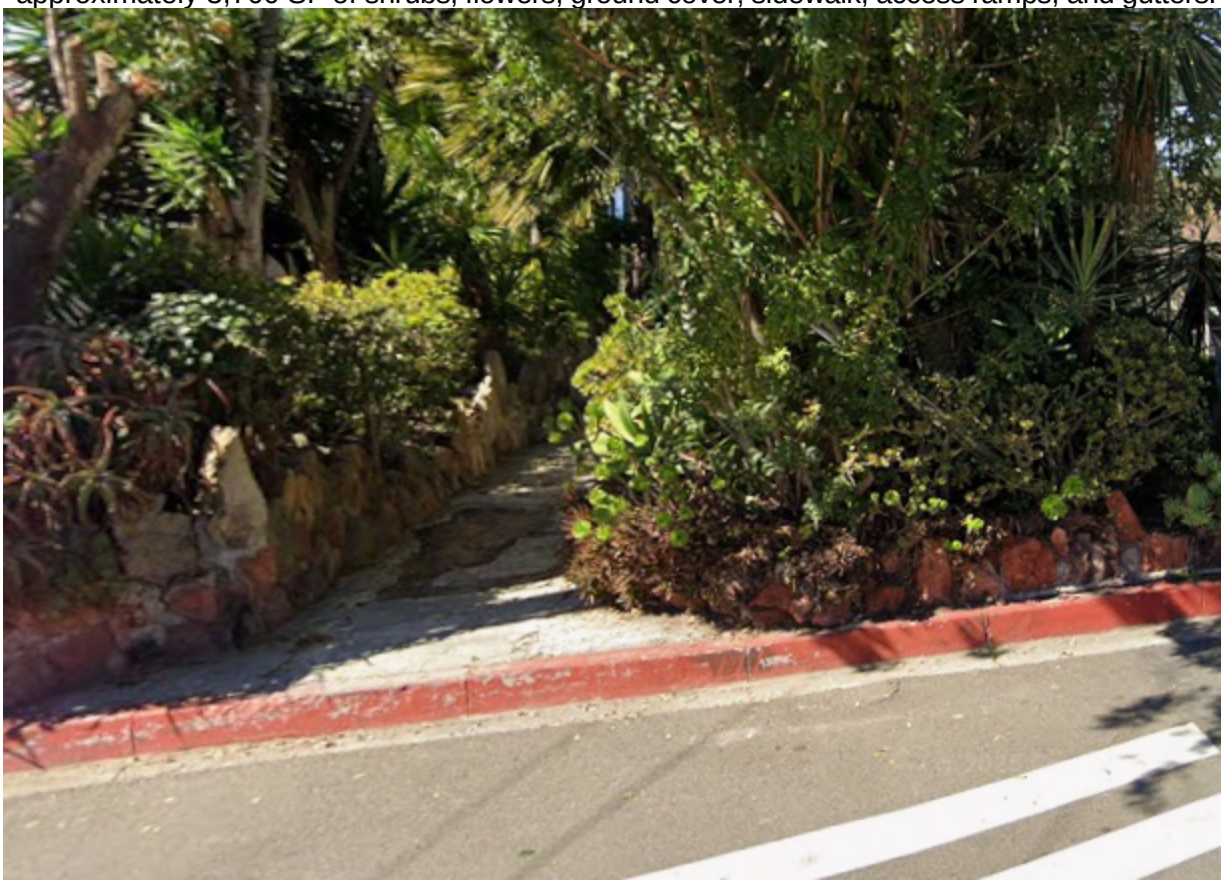


C-6 Beach Safety Center located at 17th St. to include the landscape of shrubs, plantings, and sidewalks adjacent to building and parking lot approximately 5,000 SF.



D. CITY PATHWAYS:

D-1 Alley between Crest Road and Hoska Lane known as the "Gunther's Walkway" containing approximately 3,700 SF of shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.





D-2 Carmel Valley Walkway located between Ocean View and Torrey Point Road to include sidewalk and adjacent ground cover, stairway to include sweeping and DG pathway, approximately 3,700 SF.



D-3 Hidden Gulch pathway 912 Crest to 837 Klish Way –approximately 4000 SF.



D-4 Short cut pathway 11th St.- 10th St. 1000 SF between 343 and 411 11th St.


11th St
11th St
11th St
343
411

D-5 Del Mar Canyon Preserve path, DG path West of Camino Del Mar from Canyon to Carmel Valley Rd. approximately 8,000 SF.



D-6 Canyon Steps pathway 500 block 15th St. to Forest Way approximately 1,000 SF between 550 and 590 15th St.



D-7 Slim Lane pathway- 1266 Cuchara to 1172 Cuchara approximately 1,000 SF.



D-8 Friendship Way – upper Rimini 650 to Lower Rimini 690 pathway approximately 1,000 SF



E. PLANTED AND IRRIGATED ROAD EDGE TRAFFIC CONTROL DEVICES OR SMALL MEDIANS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, SIDEWALKS, AND GUTTERS

E-1 Median 4th Street, west of Camino Del Mar containing approximately 240 SF W/S of Camino del Mar northbound to 460 Camino del Mar.



E-2 Southeast and Southwest corners, intersection of 9th Street and Stratford Court containing approximately 1,229 SF.



E-3 Medians on 12th Street near Stratford Court containing approximately 220 SF.



E-4 Southwest corner Via Alta at Crest containing approximately 960 SF.



E-5 Median on Via Alta between Van Dyke and Umatilla containing approximately 100 SF.



E-6 South road edge on 15th just west of Carolina containing approximately 600 SF.



E-7 Planter circle at east end of 15th Street (top of hill), a 10-foot diameter planter of ground cover, and other small plantings containing approximately 80 SF.



E-8 The median strip on 15th Street east of Camino Del Mar and up to Luneta Drive containing approximately 2,600 SF.



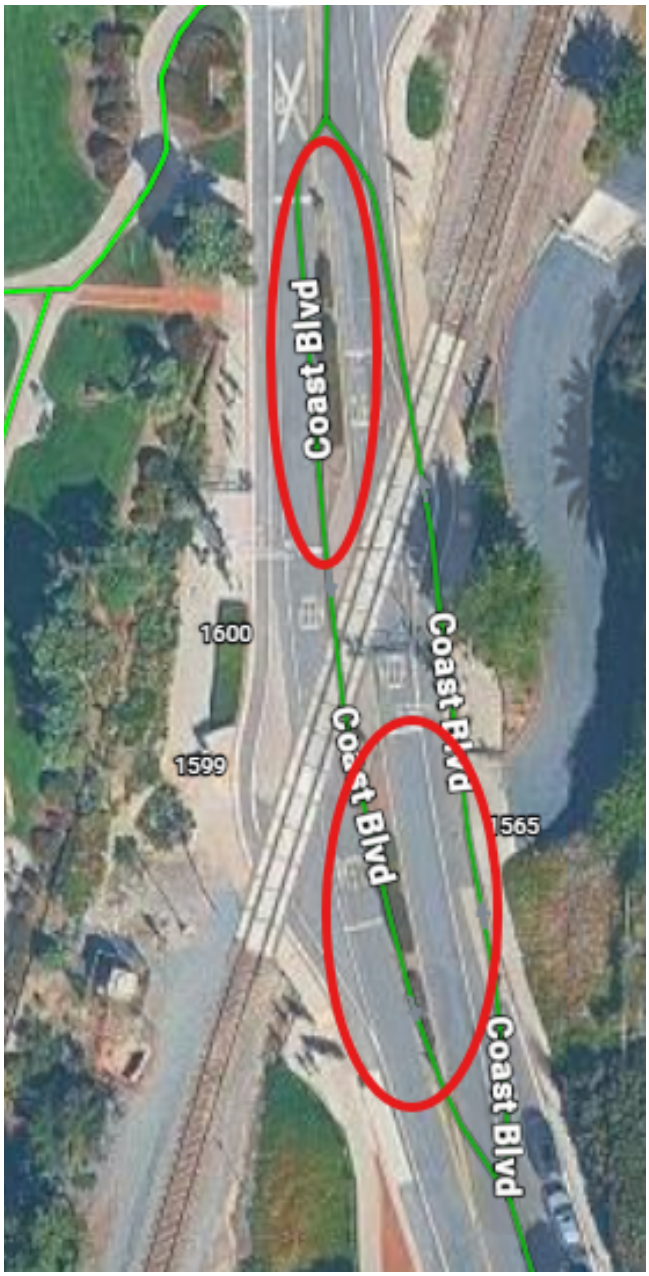
E-9 Two small side medians, area approximately 2,000 SF on the southeast and northeast corner of the intersection of 15th Street and Coast Blvd./ Ocean Ave.



E-10 Two planters and the tree planter on the southeast corner of 15th Street and Stratford Court containing approximately 420 SF.



E-11 Approximately 1,070 SF in two medians on Coast Boulevard at railroad tracks near Powerhouse Park, 1600 Block Coast Boulevard.



E-12 Two (2) medians on Coast Boulevard by 2120 Coast Blvd, totaling approximately 614 SF.



E-13 Parkway near Camino Del Mar at Court Street, approximately 3,635 SF.



E-14 Bulb out on Camino Del Mar at 29th Street (east side), approximately 162 SF.



E-15 Four (4) Chicanes near 1429, 1345, 1042, 1016 Crest Road, approximately 162 SF.



F. PLANTED AND IRRIGATED STREET ENDS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, DECOMPOSED GRANITE WALKWAYS, SIDEWALKS, AND GUTTERS

F-1 Planted street-end at the west end of 19th Street between Ocean Front and the Seawall including about 5,500 SF.



F-2 Approximately 2,000 SF at 20th Street between Ocean Front and the lifeguard station, bounded on the south by a private wooden fence and the north by a private residence. Include the sidewalk access to the beach.



F-3 Planted street-end at the west end of 21st Street between Ocean Front and the beach seawall containing approximately 3,500 SF.



F-4 Planted street-end at the west end of 22nd Street between Ocean Front and the beach seawall containing approximately 3,500SF.



F-5 Street-end located at 25th Street between Ocean Front and the east side of the lifeguard tower including parking areas containing approximately 2,800 SF.

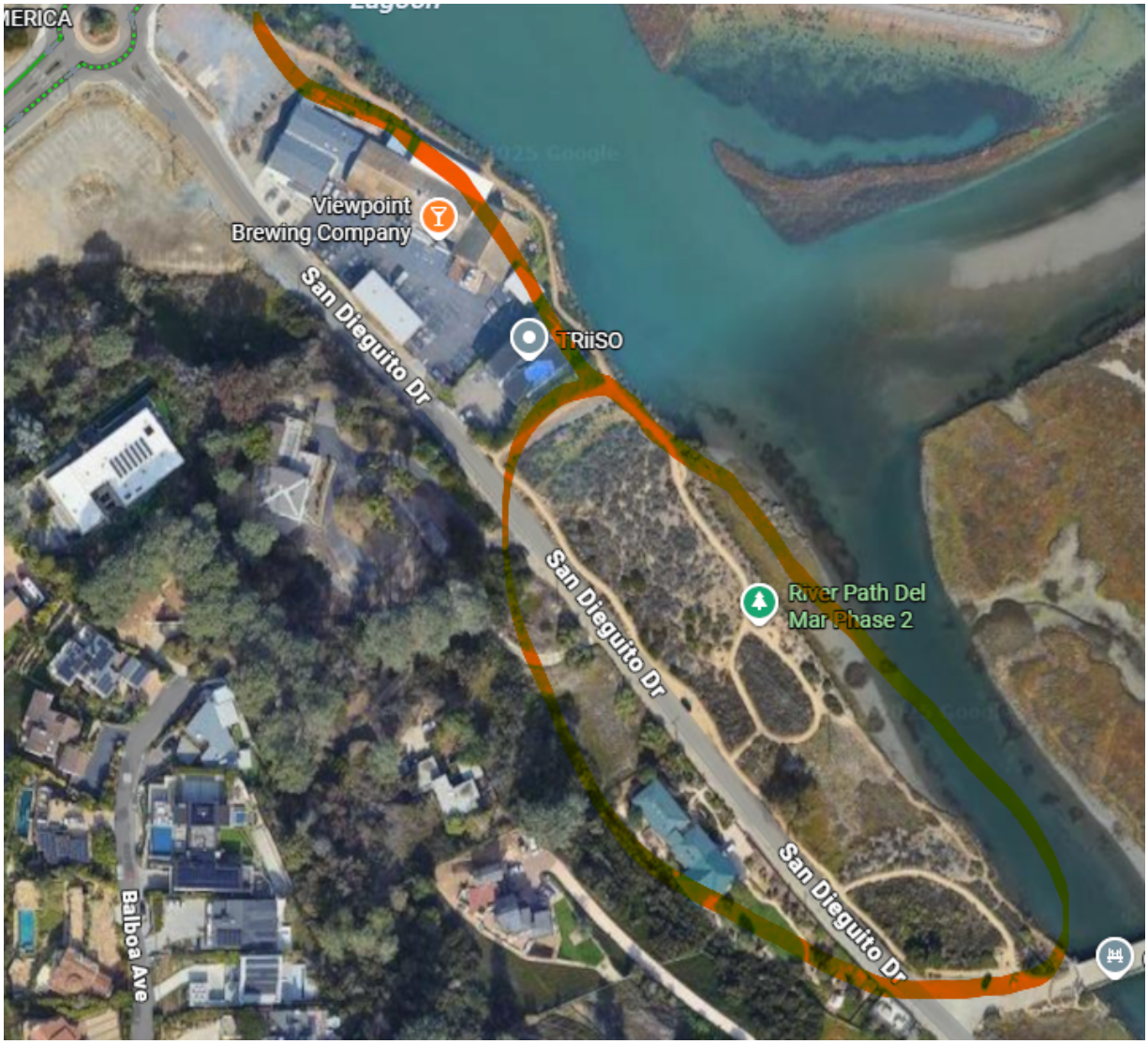


G. <u>RIVERPATH AREAS INCLUDING NATIVE PLANTINGS WITHOUT IRRIGATION, DG PATHWAYS, BORDER MATERIALS, AND SHRUBS.</u>

G-1 West Riverpath Del Mar to include DG path, shrubs, plants, and benches. Area West from Jimmy Durante Roundabout and South of San Dieguito River, west to within 50’ of Railroad, containing approximately 1.4 acres. Maintain 1–2-foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

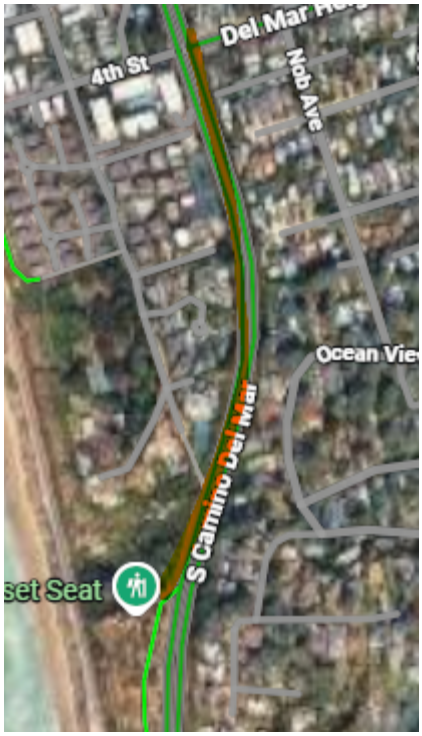


G-2. East Riverpath and Parking Lot to include DG path, border material, shrubs, plants, and benches. Area East of Jimmy Durante from gravel parking lot, East to Grand Ave Bridge. Maintain 1-2 foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

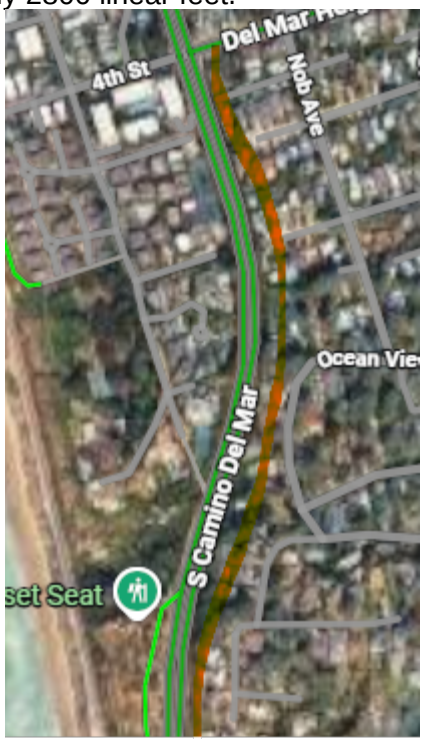


H. <u>ROAD EDGES TO BE MAINTAINED 2-3 FEET BEHIND CURB AND/OR SIDEWALK:</u>

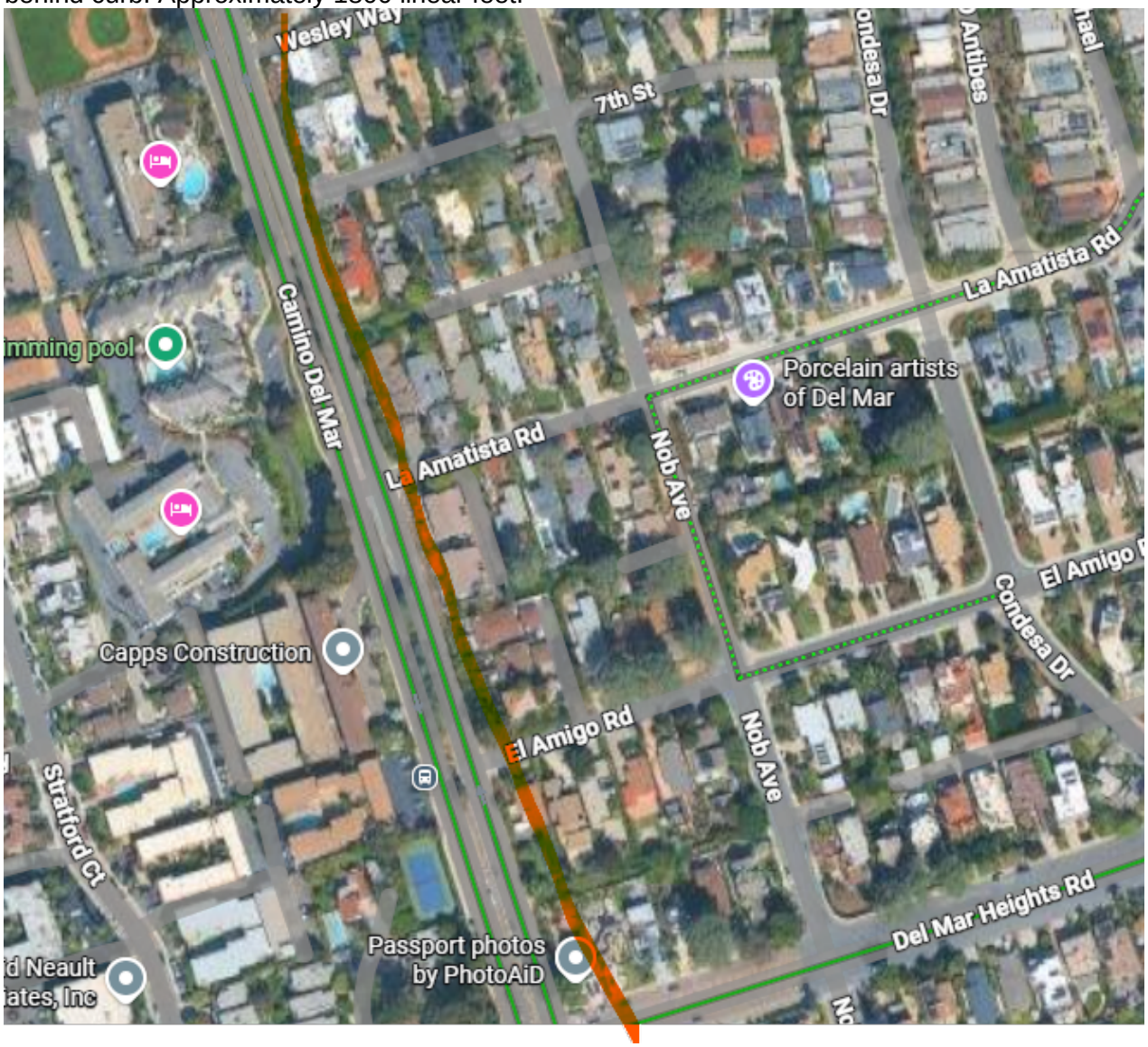
H-1 West side of Camino Del Mar from 4th street heading south approximately 600’ until Del Mar Canyon Preserve Path. Maintain 2-3’ clear behind curb.



H-2 East side of Camino Del Mar from Carmel Valley Road to Del Mar Heights. Maintain 2-3’ clear behind curb. Approximately 2800 linear feet.



H-3 East side of Camino Del Mar from Del Mar Heights Rd. to Wesley Way. Maintain 2-3' clear behind curb. Approximately 1800 linear feet.



H-4 East side of Camino Del Mar from Plaza to Jimmy Durante Blvd Roundabout. Maintain 2-3' behind sidewalk. Approximately 3400 linear feet.



H-5 North side of San Dieguito Dr from racetrack view to Grand Ave bridge. Maintain 2-3’ behind edge of road and/or guard rail. Approximately 2,000 linear feet.

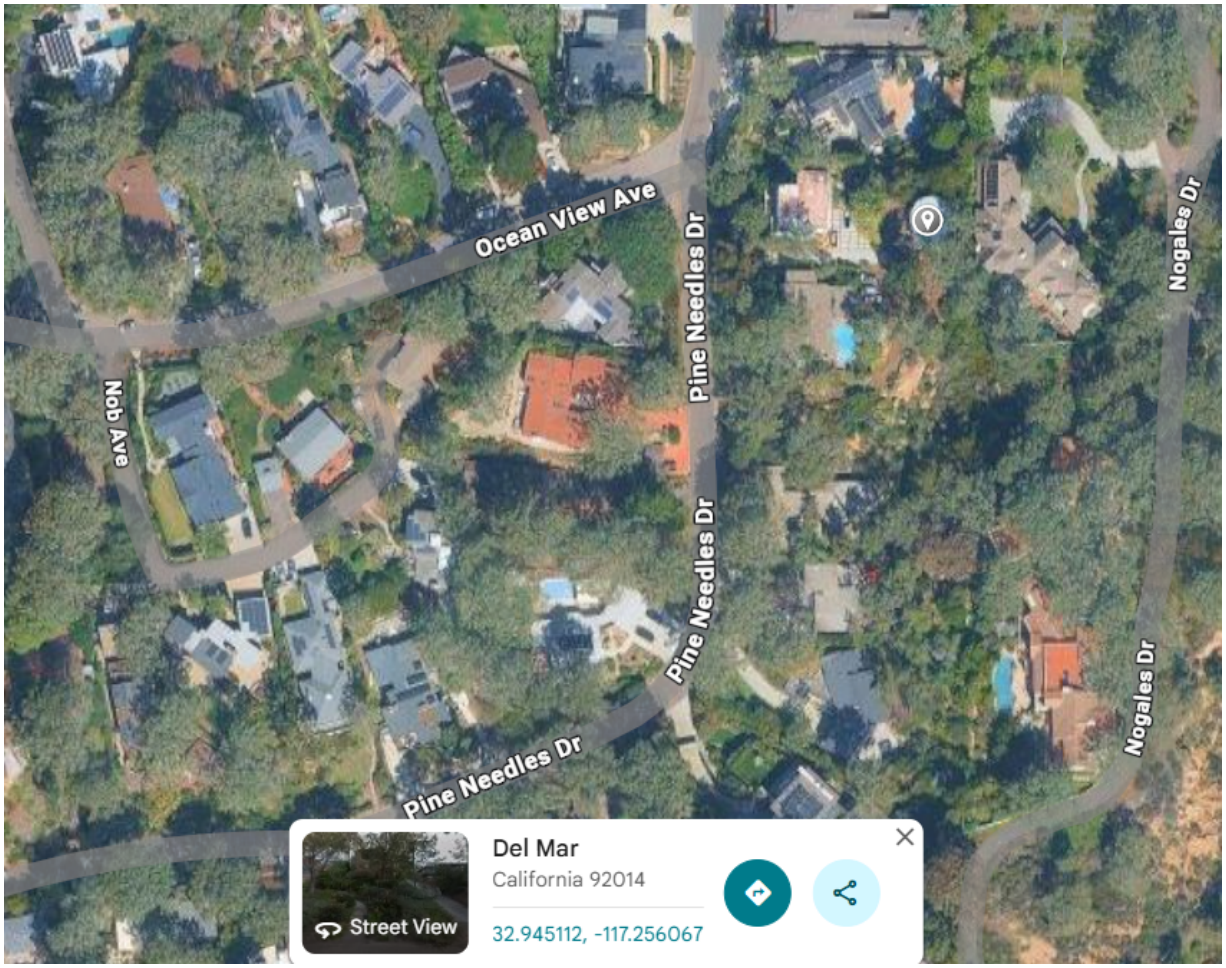


H-6 West side of Jimmy Durante Blvd heading South from David Way until 1648 Camino Del Mar. Maintain 2-3 feet behind curb. Approximately 2200 linear feet.



I. RESERVOIR PROPERTY MAINTENANCE

I-1 Torrey Pines Reservoir adjacent to 491 Pine Needles, maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.



I-2 Crest Reservoir adjacent to 700 Crest Rd., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1200 SF.



I-3 11th St Reservoir, across from 545 11th St., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing approx. 1600 SF.



I-4 Zuni Reservoir, adjacent 626 Zuni Dr., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.





BrightView

Proposal for City of Del Mar Citywide Landscaping Services RFP No. 2026-01

Proposal Submitted by:

Name of Firm: **BrightView Landscape Services, Inc.**
Address: 8500 Miramar Pl, San Diego, CA 92121
BrightView Contact: David Moo
Title: Business Development Executive/Assistant Secretary
Phone: (951) 406-5904
Email: david.moo@brightview.com
Date of Proposal Submission: February 24, 2026

February 24, 2026

Polly Robertson, Management Analyst
City of Del Mar
2240 Jimmy Durante Boulevard
Del Mar, California 92014

RE: Proposal for Citywide Landscaping Services for the City of Del Mar

Dear Polly Robertson,

BrightView Landscape Services, Inc. is pleased to submit this proposal to provide Citywide Landscaping Services for the City of Del Mar. BrightView appreciates the opportunity to be considered and respectfully presents this proposal for the City's review and evaluation.

BrightView understands that the maintenance of the City's landscaped assets plays a vital role in preserving community appearance, protecting public investment, and meeting the expectations of residents, visitors, City Council, and City staff. BrightView further recognizes that Del Mar encompasses a diverse range of asset types including parkways, medians, facilities, and DG paths, each requiring consistent attention, technical expertise, and responsive management. BrightView is confident that its experience, operational systems, and personnel are well suited to meet these expectations.

As a non-incumbent proposer, BrightView brings a fresh perspective supported by proven municipal maintenance practices and disciplined operational controls. BrightView has extensive experience assuming responsibility for existing landscape systems and assets while maintaining service continuity and minimizing disruption. BrightView's approach emphasizes early coordination with City staff, thorough site familiarization, and clear communication to ensure a smooth transition and alignment with City priorities from the first day of service.

BrightView is a licensed California C-27 Landscape Contractor in great standing and maintains all insurance, bonding, and financial resources required to successfully perform a multi-year municipal contract. BrightView's organizational structure combines national resources with localized management and allows BrightView to deliver consistent quality standards while remaining responsive to the unique needs of the City of Del Mar. This balance of scale and local accountability enables BrightView to support long-term performance, adapt to changing service needs, and respond effectively to unforeseen conditions.

The proposed project team will be led by a full-time Account Manager dedicated to City of Del Mar. This individual will serve as the City's primary point of contact and will be authorized to act on behalf of BrightView in all operational matters. Supporting staff will include trained landscape professionals, irrigation technicians, and licensed pest control personnel as required. BrightView places strong emphasis on staff training, safety compliance, and professionalism, ensuring that personnel assigned to the project represent the City positively in both appearance and conduct.

BrightView

BrightView's Quality Control Plan is designed to proactively identify and resolve issues before they impact service quality or public perception. Routine inspections, documented corrective actions, and supervisory oversight form the foundation of this plan. These practices are supported by management audits and performance reviews that reinforce accountability and continuous improvement throughout the contract term.

Customer service is a core component of BrightView's service philosophy. BrightView understands that responsiveness, clear communication, and timely resolution of concerns are critical to successful municipal partnerships. BrightView's Customer Service Program establishes clear procedures for handling service requests, public inquiries, and property damage incidents, with an emphasis on prompt response and transparent communication with City staff.

Safety is equally central to BrightView's operations. BrightView maintains a comprehensive Safety Manual which provides ongoing safety training to all employees. BrightView's safety culture prioritizes employee well-being, public safety, and regulatory compliance, supporting reliable service delivery and reduced risk exposure for the City.

Environmental stewardship is also a key element of BrightView's approach. BrightView is committed to responsible green waste management and recycling practices. All green waste generated through maintenance activities will be collected, tracked, and disposed of at approved recycling or composting facilities in accordance with City requirements. BrightView's approach supports sustainability goals while maintaining clean, orderly, and safe work sites.

BrightView recognizes that the City of Del Mar seeks a contractor who not only meets technical requirements but also demonstrates reliability, professionalism, and long-term commitment. BrightView is prepared to execute the City's standard contract without exception and affirms full compliance with all indemnity and insurance requirements outlined in the Request for Proposals. BrightView is committed to working collaboratively with City staff to ensure that Del Mar is maintained at a level consistent with community expectations and City standards.

Thank you for considering this proposal. BrightView appreciates the opportunity to compete for this contract and looks forward to the possibility of establishing a successful partnership with the City of Del Mar. Should the City require additional information or clarification during the evaluation process, BrightView stands ready to respond promptly. BrightView appreciates the opportunity to do this important work and remains committed to delivering safe, consistent, and high quality landscape maintenance for the residents and visitors of Del Mar. Feel free to contact me at (951) 406-5904 or by email at david.moo@brightview.com with any questions.

Sincerely,

David Moo
Business Development Executive
BrightView Landscape Services, Inc.
8500 Miramar Place, San Diego, CA 92121

Table of Contents

I.	Title Page	Page 1
II.	Cover Letter	Page 2-3
III.	Table of Contents	Page 4
IV.	Qualification and Experience	Page 5-18
V.	Project Delivery	Page 19-32
VI.	Conflict of Interest	Page 33
VII.	Client References	Page 34-36
VIII.	Cost and Fee Structure	Page 37-62
IX.	Acceptance of City's Standard Agreement	Page 63
X.	Acceptance of RFP Addendums	Page 64
XI.	Other Information	Page 65-68
XII.	Attachments B-E	See Attached

Qualification and Experience

With a proven record serving municipal agencies throughout San Diego, BrightView brings the experience, resources, and operational discipline required to maintain the City of Del Mar's landscape in a safe, healthy, and aesthetically consistent manner. Over many years of service to the community, BrightView local branch in San Diego has demonstrated the responsiveness, professionalism, and quality control practices that the City requires, and has continually adapted its staffing, equipment resources, and workflows to align with the City's expectations for excellence in public grounds maintenance.

In preparing this proposal, BrightView has taken care to fully understand the intent and detailed requirements of RFP No. 2026-01. The RFP places significant emphasis on daily maintenance reliability, irrigation system stewardship, communication practices, documentation, and a strong commitment to customer service. BrightView has firsthand familiarity with each of these expectations and incorporates them into its daily, weekly, and seasonal service plans. BrightView recognizes that Del Mar's landscapes are not merely functional landscape zones. They are civic assets and highly visible community gateways that reflect the pride of the City's residents, businesses, and visitors. BrightView seeks to maintain these spaces with a sense of ownership and stewardship consistent with that civic pride.

BrightView Landscape Services is uniquely positioned to deliver the high standard of care required for the City of Del Mar. As the nation's largest commercial landscape service provider, BrightView brings unmatched depth of resources, proven experience throughout San Diego County, and a team of fully qualified supervisors, irrigation specialists, and maintenance staff.

BrightView understands the complexity of the contract areas, the horticultural diversity of the plant palette, and the performance expectations outlined in the RFP. BrightView commits to delivering consistent landscape presentation, industry leading horticultural practices, responsive communication, and a proactive approach to irrigation and water conservation.

BrightView's proposal demonstrates the staffing, equipment, technical capability, financial strength, and local experience required to successfully perform the work. With strong internal quality assurance processes and decades of experience serving within San Deigo County, BrightView provides Del Mar with a trusted partner capable of meeting all service frequencies while protecting City assets and enhancing the visual appearance of the landscape.

BrightView's proposed approach reflects a structured and accountable service model. This model uses team-based routing, trained and certified specialists in irrigation and horticulture, consistent supervisory oversight, and a communication process that ensures City staff are informed, supported, and able to request or verify service in real time. Central to this process is BrightView's working partnership with City representatives, built on immediate response to concerns, proactive communication of issues before they escalate, and a transparent workflow supported by digital work tracking. BrightView has refined and strengthened these processes over time, resulting in a dependable, predictable, and detailed maintenance program that aligns with the City's expectations for safety, turf health, weed control, irrigation efficiency, and public access needs.

BrightView Profile

- BrightView Landscape Services has over 140 years of industry experience between both legacy organizations (Brickman Group & Valley Crest). Enhancing the American landscape since 1939, BrightView Landscape Services maintains long-term relationships with its clients by offering the highest quality landscape management services at competitive rates. This formula has enabled BrightView to grow from small family-owned businesses to a recognized national industry leader. Our services include landscape maintenance, landscape architecture and installation, irrigation and arborist services, forest management, sports turf care and snow management. BrightView's experienced, local teams ensure that your assets are more than simply maintained - they are enhanced to achieve maximum appeal and benefit. Whatever landscape challenges or opportunities you might have, BrightView's friendly staff will partner with you to accomplish your goals. With 270 branch offices in 43 states, and a Local Branch in San Diego, BrightView's structure ensures quality and service are delivered by a local, well-trained & professional staff.
- BrightView takes a unique approach to every project and our clients profit from a proven and systematic method that generates tangible results.
- BrightView serves many municipalities, Fortune 500 corporate headquarters, research & development centers, office parks, college campuses and other large prestigious properties. Chances are that when a problem arises, we have successfully solved it in the past. Through droughts and blizzards, prolonged rains, shrinking budgets, and emergencies of all descriptions, our tenured project management, supervisory staff and team have effectively and efficiently solved a similar problem.
- Local corporate office in Calabasas with a local branch office in San Diego which services all of the City of Del Mar and surrounding areas.
- Employee pool of 22,000 employees company-wide and over 600 local team members within 20 miles of Del Mar
- Largest landscape services company worldwide
- Financially stable
- Nationally acclaimed training organization
- Sister companies include BrightView Design Group, BrightView Landscape Development, BrightView Tree Care Services, and our BrightView Tree Company
- Tenured work force
- Outstanding Safety Record

BrightView Organization

BrightView Landscape Services is the largest commercial landscape provider in the United States, delivering comprehensive maintenance, arbor, irrigation, and enhancement services to municipalities, public agencies, and institutional clients throughout California. We combine national resources with local expertise to provide a seamless solution for the City of Del Mar's long-term landscape maintenance needs.

Corporate Structure and Leadership

BrightView Holdings operates two primary business segments, Maintenance Services and Development Services, supported by a national network of regional and branch operations. Each branch functions as a self-contained service center responsible for its customers' quality and performance. Our San Diego Branch managing this contract reports to the Southern California Senior Vice President, with corporate oversight from BrightView's executive team in Calabasas.

Key Company Officers:

- Dale Asplund, President, Chief Executive Officer
- Brett Urban – Treasurer
- Jonathan Gottsegen - Secretary
- Enrico Marogna – Senior Vice President
- David Moo – Business Development Executive/Assistant Secretary

Company Overview

BrightView Landscape Services provides routine landscape maintenance, weed abatement, arbor care, irrigation management, enhancement projects, seasonal color rotations, and emergency response services. We maintain over 1,500 public agency sites in California alone, including parks, streetscapes, civic centers, trail systems, sports fields, slopes, and medians. BrightView operates 24 hours a day, seven days a week to support our municipal partners through weather events and urgent service needs.

Company History and Growth

BrightView was formed through the merger of two of the nation's leading landscape firms, ValleyCrest Landscape Companies and The Brickman Group. Both organizations shared over eight decades of service excellence prior to the merger and continue to build on that legacy today. Our longstanding presence in San Diego County includes projects dating back to the early 1980s. BrightView's growth has been driven by our ability to retain experienced professionals and apply innovative management practices that enhance efficiency without compromising quality.

Company Size and Capacity

BrightView employs more than 20,000 landscape professionals nationwide, including over 3,000 team members dedicated to Southern California operations. Our San Diego Branch alone manages over 200 municipal and commercial properties spanning parks, freeway landscapes, and lighting maintenance districts. The branch operates a full fleet of late-model vehicles, mowers, trailers, and specialized equipment ensuring rapid deployment and consistent service delivery.

Office Location and Staff Allocation

The contract will be administered from BrightView's San Diego Branch. This facility houses operations management, fleet maintenance, and a large inventory of spare parts and irrigation components. Field crews are dispatched daily from this location to San Diego and nearby cities including Poway, Scripps Ranch, Escondido, and Rancho Santa Fe, which positions us to respond to San Diego immediately. A dedicated Account Manager and Crew Supervisor will be assigned to the City of Del Mar to ensure direct oversight and accountability.

BrightView Additional Information

- Name of Business: BrightView Landscape Services, Inc.
- Branch Address: 6318 Fairmont Ave, San Diego CA 92120
- Contact Person: David Moo, david.moo@brightview.com, (951) 406-5904
- Website: www.brightview.com
- Principal Type of Business: Corporation
- Number of Years in Experience: 86 years
- Federal Tax ID No: 95-2651541
- Contractors DIR Number: 1000005364
- BrightView Landscape Services Contractor's License Number – 266211 (C27)
- Contract Signatory: Enrico Marogna, Senior Vice President
- Contract Signatory: David Moo, Business Development Executive/Assistant Secretary

Organizational Chart

BrightView proposes a dedicated and clearly defined management structure designed to ensure consistent performance, accountability, and effective communication for City of Del Mar. BrightView's approach emphasizes strong on-site leadership supported by regional oversight and technical resources, ensuring that the City receives reliable service and responsive management throughout the contract term.

At the core of this structure is an Account Manager, who is assigned to City of Del Mar. The Account Manager will serve as the City's primary point of contact and will be authorized to act on behalf of BrightView in all operational matters. This individual will be available during normal working hours and additionally accessible after-hours as needed to address urgent concerns, service requests, or City directives. The Account Manager will have direct authority over field staff, scheduling, quality control, and corrective actions.

The Account Manager's primary responsibilities include planning and coordinating daily maintenance activities, assigning crews and resources, and ensuring that all work is performed in accordance with contract requirements, schedules, and City expectations. This role includes conducting routine inspections of all maintained areas, identifying areas that need additional work, and directing corrective actions in a timely manner. Inspection findings will be documented and used to track performance and support continuous improvement.

In addition to field oversight, the Account Manager will be responsible for direct communication with City representatives. This includes participating in coordination meetings, responding to service requests, providing status updates, and addressing concerns raised by City staff or the public. The Account Manager is fluent in English and capable of clearly understanding and executing instructions provided by authorized City personnel.

Supporting the Account Manager will be experienced crew leaders assigned to specific work areas or functions within the City. Crew leaders will supervise assigned landscape maintenance personnel and ensure that work activities are completed safely, efficiently, and in compliance with specifications. Crew leaders will assist with inspections, report issues to the Account Manager, and help implement corrective measures as directed.

Crew leaders will also play an important role in reinforcing safety standards and work quality expectations. They will conduct daily job briefings, monitor work practices, and ensure that personnel adhere to safety protocols and professional conduct standards while working in public spaces.

Beyond the on-site team, BrightView will provide additional support through its regional management structure. Regional operations managers will provide oversight, periodic site reviews, and management support to the Account Manager. These managers bring extensive municipal landscape maintenance experience and serve as an escalation point for complex issues, resource needs, or special City requests.

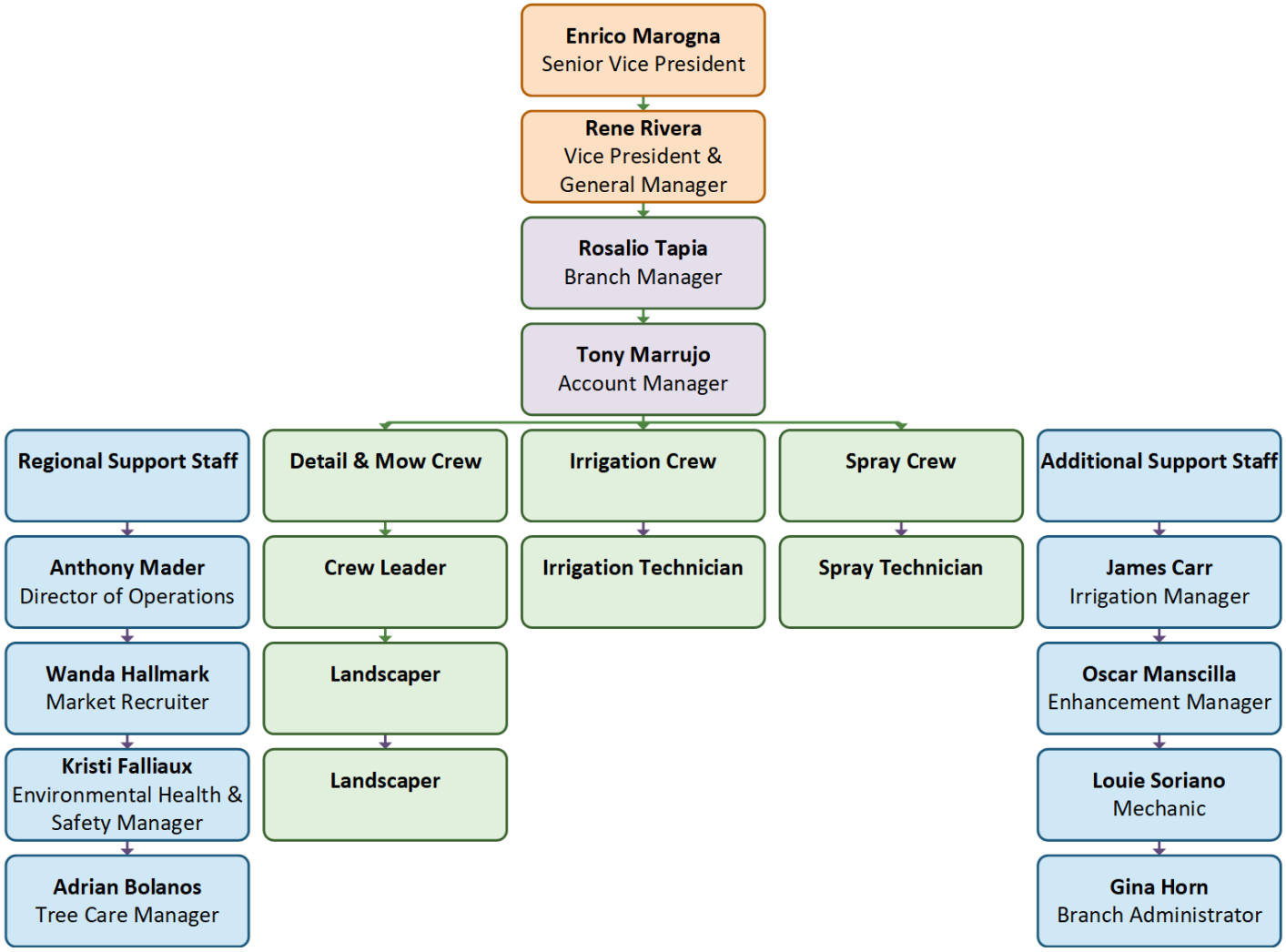
BrightView's organizational depth ensures continuity of service even during periods of staff absence or increased workload. Backup personnel familiar with municipal maintenance standards and BrightView procedures are available to support the Account Manager as needed, ensuring uninterrupted service delivery.

BrightView emphasizes stability and continuity in staffing assignments. We understand that consistent personnel improve efficiency, site familiarity, and working relationships with City staff. Whenever possible, key personnel assigned to City of Del Mar will remain dedicated to the project for the duration of the contract.

Through this structured and accountable management approach, BrightView ensures that the City of Del Mar will receive responsive leadership, clear communication, and reliable performance throughout the contract term.

The crew hand selected to maintain the City of Del Mar has the skills and experience necessary to meet your specific needs and expectations. Meet your team:

Job Title	Job Responsibility
 **Tony Marrujo** Account Manager 22 Years Experience	• Accountable for customer satisfaction • Primary customer contact • Ensures compliance to job specifications and quality • Manages and schedules crews • Ensure readiness of workers, tools, and materials • Maintains safe working conditions • Trains field personnel • Ensures delivery of job specifications and quality
 **Rosalio Tapia** Branch Manager 36 Years Experience	• Ensure quality and efficient landscape management for clients • Consistently improves best practices within the service branch • Lead and support all branch personnel • Lead a culture focused on safety, service, and quality • Provide vision and direction, ensuring all team members understand the branch's goals and objectives
 **Rene Rivera** Vice President 35 Years Experience	• Responsible for training, counseling,& developing growth plans and drives customer satisfaction through proactive, consistent quality service. • Works directly with local teams to leverage national resources and implement industry leading operating principles. • Responsible for supporting the entire market's successful operation • Oversees all facets of the business to ensure customer satisfaction


Enrico Marogna
Senior Vice President
Rene Rivera
Vice President & General Manager
Rosalio Tapia
Branch Manager
Tony Marrujo
Account Manager
Regional Support Staff
Anthony Mader
Director of Operations
Wanda Hallmark
Market Recruiter
Kristi Falliaux
Environmental Health & Safety Manager
Adrian Bolanos
Tree Care Manager
Detail & Mow Crew
Crew Leader
Landscaper
Landscaper
Irrigation Crew
Irrigation Technician
Spray Crew
Spray Technician
Additional Support Staff
James Carr
Irrigation Manager
Oscar Manscilla
Enhancement Manager
Louie Soriano
Mechanic
Gina Horn
Branch Administrator


844.620.9797
brightview.com
BrightView
Landscape Services

Resumes and Qualifications of Key Personnel



Tony Marrujo – Account Manager

Tony Marrujo is an experienced Account Manager with over 22 years in the landscape maintenance industry, specializing in municipal and commercial portfolio oversight. He currently manages a portion of the contract with San Diego County and properties throughout the City of Del Mar, where he is responsible for service delivery, crew performance, client communication, irrigation coordination, and quality assurance across high visibility public landscapes. Tony is recognized for his strong operational leadership, attention to detail, and commitment to delivering consistent, high quality results in accordance with City standards.

Tony brings a hands-on management style focused on accountability, proactive problem solving, and responsive customer service. His experience includes managing multi-site routes, supervising field teams, coordinating special projects, and ensuring compliance with safety, environmental, and contractual requirements. Tony is known for his calm, reliable leadership style and his ability to maintain consistent service quality across complex site portfolios. He emphasizes communication, accountability, and continuous improvement to ensure City landscapes remain safe, attractive, and well maintained. His experience overseeing properties throughout Del Mar sites provides direct, relevant knowledge for managing similar public landscapes, medians, and facilities with the City of Del Mar.



Rosalio Tapia – Branch Manager

Rosalio Tapia is a Branch Manager with thirty-six years of experience in the landscape maintenance industry, specializing in municipal operations, large team leadership, and contract performance. He currently oversees the BrightView branch responsible for landscape maintenance contracts including the County of San Diego, Olivenhain Municipal Water District, and the City of Poway.

In his role, Rosalio provides executive oversight of account teams, field supervisors, and production crews to ensure consistent service delivery, contract compliance, strong safety performance, and high quality landscape presentation. He manages staffing, budgets, equipment planning, and operational strategy to ensure each contract meets City expectations while maintaining efficiency and cost control.

Rosalio brings deep hands on knowledge of irrigation, pruning, pest management, and municipal maintenance standards. He is known for his disciplined leadership, proactive problem solving, and commitment to long term client partnerships. His experience managing multiple citywide contracts makes him well suited to support the City of Del Mar with reliable oversight, accountability, and high performance service delivery.



Rene Rivera – Vice President & General Manager

Rene Rivera is a Vice President General Manager with more than thirty five years of experience in the landscape maintenance industry, specializing in large scale municipal operations, executive leadership, and portfolio level contract oversight. He oversees all BrightView landscape maintenance operations across San Diego County including major public agency contracts such as the Cities of Poway, Oceanside, San Diego, Fallbrook, and Vista, the County of San Diego, and numerous additional municipal and institutional clients.

In his role, Rene provides strategic and operational leadership to multiple branch teams, ensuring consistent service quality, financial performance, safety compliance, and client satisfaction across diverse and high visibility public landscapes. He guides long-term planning, staffing strategy, budget oversight, contract performance, and service optimization initiatives to ensure BrightView delivers reliable, cost effective, and high quality results at scale.

Rene also leverages BrightView's regional footprint to provide additional operational support when needed. He has the ability to mobilize supplemental crews, equipment, irrigation specialists, and supervisory staff from neighboring branches to assist with contract transitions, emergency response, peak seasonal demand, special projects, or service recovery efforts. This cross branch support capability ensures continuity, resilience, and added capacity for the City of Del Mar when unexpected needs arise.

Rene is known for his steady executive leadership, deep operational expertise, and strong commitment to building long term public agency partnerships. His decades of experience managing complex municipal portfolios make him a valuable resource in supporting the City of Del Mar with dependable oversight, proven best practices, and a focus on sustained landscape excellence.

Why BrightView Is Best Qualified

BrightView is uniquely qualified to provide the City of Del Mar with comprehensive, high-performance citywide landscaping services that meet the technical, environmental, aesthetic, and operational standards outlined in this RFP. Our qualifications extend beyond basic maintenance capabilities. We bring proven municipal expertise, coastal horticultural knowledge, regulatory compliance systems, financial strength, and a disciplined quality control structure specifically designed for public agencies.

Proven Experience in Complex Municipal Environments

BrightView has decades of experience providing landscape maintenance services to municipalities throughout California, including coastal communities with high public visibility and strict environmental standards. Citywide contracts require not only horticultural skill but also operational discipline, documentation accuracy, regulatory compliance, and responsiveness to public works leadership.

The City of Del Mar's portfolio includes:

- High-visibility medians along Camino del Mar and Jimmy Durante Boulevard
- Coastal bluff parks and public gathering spaces such as Seagrove Park and Powerhouse Park
- Civic and public building campuses
- Pathways, pump stations, and specialized mini-parks
- Artificial turf and decomposed granite areas
- Irrigated turf requiring aerification, renovation, and overseeding

These varied asset types demand a contractor capable of managing multiple landscape typologies simultaneously while maintaining consistent quality standards. BrightView operates under standardized municipal maintenance protocols that ensure every property receives attention aligned with its specific scope and annual frequency requirements.

Coastal and Environmental Expertise

Del Mar presents unique horticultural challenges, including salt air exposure, sandy soils, coastal winds, and water conservation mandates. Our teams are trained in coastal plant management, salt-tolerant species care, irrigation efficiency strategies, and erosion-sensitive maintenance practices.

We fully understand and embrace the City's strict environmental requirements, including:

- Prohibition of glyphosate-based products
- Mandatory use of approved herbicides such as Cheetah Pro or equal
- Organic fertilizer requirements
- Pre-emergent timing windows
- Stormwater BMP compliance
- NPDES adherence
- No use of leaf blowers

Many contractors struggle operationally under no-blower environments. BrightView has extensive experience in jurisdictions that prohibit blowers and has invested in commercial-grade vacuum and mechanical debris removal equipment designed to maintain a polished appearance without violating municipal code. Our crews are trained in vacuum-based hardscape cleaning and manual policing techniques that maintain curb appeal without compromising compliance.

Licensed and Certified Technical Personnel

BrightView employs:

- Certified Recycled Water Site Supervisors
- Licensed Qualified Applicators (Category B)
- Trained irrigation technicians
- Supervisors proficient in English as required
- Safety-trained personnel equipped for elevated planter work and fall protection

We do not subcontract critical compliance functions. Irrigation inspections, pesticide supervision, fertilization scheduling, and system logging are managed internally to ensure accountability and consistency.

Our irrigation program specifically addresses the City's requirements for:

- Monthly controller reprogramming
- Irrigation log documentation
- Prompt leak reporting
- Repair with matching brand components
- Seasonal water-use adjustments
- Rain shut-off protocols
- These procedures are built into our standard operating systems, not added reactively.

Structured Quality Control System

BrightView's quality control framework is designed to directly address Evaluation Criteria C and F regarding quality of previous performance and completeness of response. Our three-tier system includes:

- Daily crew-level verification
- Monthly supervisory inspections documented in writing
- Account Manager audits with performance tracking

Each property is reviewed against scope frequency requirements such as:

- Weekly debris removal
- Weekly weed removal
- Monthly mulch raking
- Scheduled fertilization windows
- Turf aeration in March and October
- Overseeding coordination
- DG re-compaction standards

Deficiencies are addressed immediately, with corrective action documented and communicated within 24 hours when required. Our internal systems are structured to prevent such situations through proactive inspection and rapid response capability.

Financial Stability and Operational Depth

BrightView is a publicly traded company listed on the New York Stock Exchange. Our financial strength ensures:

- Adequate labor pool redundancy
- Equipment replacement capability
- Capacity to absorb emergency storm response
- Inventory availability for irrigation parts
- Long-term operational continuity

Evaluation Criterion E emphasizes financial resources and capacity to perform without delay. BrightView's national purchasing power, safety infrastructure, and financial reserves allow us to sustain uninterrupted service even during labor shortages, supply chain disruptions, or extreme weather events.

Public Agency Responsiveness and Integrity

Municipal clients require transparency, professionalism, and responsiveness. BrightView emphasizes:

- Professional uniforms and clean vehicles with permanent logos
- E-Verified and background-checked employees
- Respectful interaction with residents and City staff
- Clear chain of command
- Documented communication

Our Account Manager serves as a single point of contact and is empowered to make operational decisions in coordination with the City's Landscape Specialist and Public Works staff.

BrightView's character, integrity, and reputation directly address Evaluation Criterion B. We maintain long-term municipal partnerships because we operate with transparency, responsiveness, and accountability.

Ability to Scale and Adapt

The City reserves the right to adjust service levels. BrightView has the staffing depth and equipment capacity to:

- Add supplemental crews when requested
- Respond to special events
- Address storm debris
- Support emergency irrigation failures
- Provide as-needed trimming crews

Our operational flexibility ensures that service increases do not disrupt baseline maintenance performance.

Demonstrated Commitment to Best Value

Under the City's best value evaluation method, lowest cost may not determine award. BrightView delivers best value through:

- Reduced rework due to strong QA systems
- Efficient irrigation management reducing water waste
- Proactive plant health management reducing replacement costs
- Strict compliance avoiding penalties
- High public satisfaction reducing complaint volume

Our approach balances cost control with performance excellence, ensuring the City receives reliable service without hidden risk.

Conclusion

BrightView Landscape Services is not just capable of performing the scope described in this RFP. We are structured, certified, staffed, and financially positioned to deliver a level of consistency, compliance, and quality that aligns with the City of Del Mar's high expectations.

Our municipal experience, environmental discipline, licensed personnel, financial stability, and structured quality control system make BrightView the most qualified partner to provide citywide landscaping services for the City of Del Mar.

Project Delivery

BrightView possesses extensive technical ability and demonstrated experience providing municipal landscape maintenance services comparable in scope, complexity, and operational demands to City of Del Mar. BrightView's experience includes long-term maintenance of parks, landscaped medians, parkways, slopes, DG trail systems, and public rights-of-way for cities and public agencies throughout Southern California.

BrightView's technical capability is grounded in its ability to manage diverse landscape assets under consistent performance standards. Municipal environments require more than basic landscape maintenance skills. They demand disciplined scheduling, coordination with City staff, adherence to inspection protocols, and the ability to respond quickly to changing priorities and public concerns. BrightView has repeatedly demonstrated success operating within these environments while maintaining high aesthetic and functional standards.

Comparable municipal contracts have required BrightView to maintain high-visibility public spaces subject to frequent use and scrutiny. This includes coordination around community events, traffic patterns, weather impacts, and seasonal fluctuations. BrightView's experience managing these variables allows the firm to deliver reliable service without disruption to public access or City operations.

BrightView's technical approach emphasizes proactive maintenance rather than reactive response. Routine inspections, early identification of irrigation or plant health issues, and timely corrective action reduce long-term costs and protect City assets. This approach is particularly important in districts such as City of Del Mar, where diverse landscape elements require consistent attention to prevent deterioration.

As a non-incumbent contractor, BrightView brings proven experience transitioning into existing maintenance environments. The firm has established structured transition protocols designed to ensure continuity of service from the first day of contract commencement. These protocols include detailed site familiarization, asset condition assessment, schedule alignment, and early coordination with City staff to confirm expectations and priorities.

BrightView's experience includes working under City inspection programs and performance evaluation systems similar to those anticipated for Del Mar. The firm understands the importance of documentation, responsiveness, and accountability in municipal contracts. BrightView's technical staff are accustomed to operating under these frameworks and delivering consistent results.

Technical expertise is further supported by BrightView's internal training programs, supervisory oversight, and access to subject matter specialists. This depth of resources allows BrightView to address complex issues and maintain service quality even during periods of increased demand or unforeseen conditions. The references included with this proposal demonstrate BrightView's ability to successfully perform comparable municipal landscape maintenance services over extended contract terms. These projects reflect BrightView's technical competence, operational discipline, and commitment to meeting public agency expectations.

DETAILED WORK SCHEDULE

BrightView Landscape Services, Inc. will implement a structured, predictable, and performance driven maintenance schedule designed to ensure consistent service delivery across all City of Del Mar landscaped assets. Our work schedule is built around the service frequencies outlined in the RFP, seasonal horticultural best practices, and the operational realities of maintaining medians, corridors, civic facilities, planters, and specialty landscape areas in a high visibility municipal environment.

BrightView utilizes a route based scheduling model that assigns dedicated crews to defined geographic zones and site groupings. This structure promotes site familiarity, accountability, efficiency, and consistent presentation quality. Each maintenance route is supported by a Crew Supervisor who ensures daily task completion, monitors quality, and serves as the first point of contact for field adjustments.

Weekly Maintenance Schedule

Weekly maintenance activities form the foundation of the City's landscape appearance and public safety standards. These activities include turf mowing and edging, weed abatement, shrub and groundcover trimming, irrigation inspections, hardscape cleaning, litter removal, and general site policing. Crews will adhere to a rotating weekly schedule that ensures all locations receive consistent attention while allowing flexibility to respond to weather events, seasonal growth fluctuations, or City directed priorities.

Weekly irrigation inspections will include visual and operational checks of sprinkler heads, valves, controllers, and irrigation coverage. Technicians will identify leaks, overspray, runoff, clogged heads, and programming inefficiencies. Minor repairs will be addressed immediately, while larger repairs will be documented and communicated to the City in accordance with contract procedures.

Shrub and groundcover maintenance will be performed on a weekly cycle to maintain appropriate size, shape, and plant health. Trimming practices will prioritize natural plant form, avoid excessive pruning, and ensure clear visibility for traffic safety, signage, and pedestrian access.

Monthly and Periodic Maintenance

Monthly maintenance activities include herbicide and pesticide applications, vine pruning, detailed irrigation audits, and system performance optimization. Applications will be performed by licensed professionals in accordance with State and County regulations, integrated pest management principles, and City restrictions.

Fertilization cycles for turf and shrub areas will be scheduled based on seasonal growth patterns and soil health requirements. Applications will be coordinated with irrigation programming to ensure proper nutrient absorption and to prevent runoff or waste. Tree pruning and trimming will be performed at least twice per year or as needed for public safety, clearance, or storm preparation. Tree work will be performed in compliance with arboricultural best practices to maintain long term health and structural integrity.

Seasonal and Annual Work Planning

BrightView will develop a seasonal maintenance calendar that aligns with spring growth surges, summer irrigation demand, fall cleanup requirements, and winter plant dormancy. Seasonal planning will include overseeding, turf renovation, aeration, dethatching, soil conditioning, and replacement planting as needed.

Annual planning meetings will be conducted with City staff to review performance, evaluate landscape conditions, adjust maintenance priorities, and coordinate upcoming capital improvements or aesthetic upgrades.

Emergency Response and Schedule Adjustments

BrightView maintains the ability to adjust schedules in response to emergencies, weather events, vandalism, irrigation failures, or special City events. On-call supervisory staff will be available to respond to urgent maintenance needs outside of standard service windows.

This structured scheduling framework ensures predictable service delivery, consistent quality, and responsive operational flexibility to meet the City of Del Mar's evolving needs.

STAFFING

BrightView's technical approach for the City of Del Mar contract is grounded in practical experience with like-sized contracts with similar scope, combined with the company's standardized best practices for public sector landscape maintenance. The approach is designed to ensure that all landscaped areas remain safe, clean, healthy, and visually consistent at all times, and that services are delivered in strict accordance with the frequencies and performance expectations set forth in the RFP.

To meet these needs, BrightView will allocate a dedicated mowing & detail crew, spray crew, irrigation crew, and Supervision that will rotate through City landscape sites on a scheduled basis. By deploying these specialized teams, we ensure that core personnel are not overextended and can focus on site-specific quality and oversight.

- **Mow & Detail Crew**– The Landscape Crew will consist of 3 landscapers to handle all of the different frequencies and occurrences required in the scope of work. These laborers will be more than sufficient to handle all shrub care, hand-pruning, fertilization, ground cover control, hardscape maintenance, watering, weed abatement, and trash and debris pickup.
- **Spray Crew** – There will be one spray technician who will safely and effectively use herbicides, pesticides, and fertilizers to care for the landscape while supervised by a licensed QAL holder.
- **Irrigation Crew** – There will be one irrigation technician to handle all the irrigation needs of the contract. Aligned with the goal of actively pursuing water conservation, these irrigation technicians will manage all irrigation system checks and repairs as outlined in the scope of the RFP.
- **Dedicated Account Manager/Supervisor** - BrightView will provide one dedicated Account Manager as the liaison between the City of Del Mar and BrightView who is ultimately responsible for customer satisfaction. Your Account Manager will have the sole responsibility of caring for the landscape maintenance for the City of Del Mar. Your Account Manager will be responsible for ensuring that every facet of the scope of work is adhered to safely and in excellence.

This enhanced staffing model provides several advantages to the City:

- **Consistency:** Assigning personnel ensures that service frequencies (weekly mowing, monthly pruning, seasonal color rotations, etc.) are completed without backlog or delay.
- **Responsiveness:** Crew depth allows BrightView to address emergencies, storm response, and resident concerns immediately without diverting core staff from routine maintenance.
- **Quality:** High staffing levels translate directly into better turf conditions, healthier plant material, cleaner hardscapes, and reduced liability from hazards such as fallen branches or irrigation overspray.
- **Flexibility:** Our scalable approach enables us to adjust staffing levels seasonally or for special events, ensuring landscapes always reflect the City's pride and standards.

Crew sizes and total headcount are set to ensure that all required tasks can be completed within the available work hours while allowing flexibility to respond to special requests and seasonal demands. By investing in our labor resources, BrightView provides the City of Del Mar with a **level of service that exceeds baseline expectations and ensures true long-term value**. We view these staffing commitments as necessary to achieve the consistently high-quality results that residents, visitors, and City staff deserve.

EQUIPMENT

BrightView brings to the City of Del Mar a fully equipped fleet and tool inventory that exceeds the requirements outlined in the RFP. Our scale, regional resources, and modernized equipment program ensure uninterrupted service delivery across all facilities, parks, medians, and civic spaces.

Comprehensive Equipment Inventory

Qty	Del Mar Equipment	Qty	Del Mar Materials
1	F250 Truck w/ Trailer		Irrigation Supplies
1	72” Exmark Lazer Z Mower		Pre Emergent
1	48” Exmark Vertex Mower		Post Emergent – Cheetah Pro
2	21” Exmark Push Mower		Fertilizers – Nature Safe Organic
2	Billy Goat Leaf Vacuum		Pesticides - Organic
3	Stihl Weed Eater		Personal Protective Equipment - PPE
3	Stihl Edge Trimmer		Spill Kits
3	Stihl Pole Pruner		First Aid
3	Stihl Backpack sprayer		Multimeter
1	Ford Transit Irrigation vehicle		Wire Tracer
1	Ford Spray vehicle		Mats
1	Manual Granulated Chem Spreader		
	Misc Hand Tools (rakes, pruners, etc.)		

This equipment is **assigned directly to the City of Del Mar contract** to ensure availability and accountability, rather than being pulled from shared resources.

Clean and Modern Fleet

All BrightView vehicles and equipment are maintained to the highest industry standards. Preventive maintenance is scheduled routinely, and all units are inspected prior to deployment. Our fleet complies with California emissions standards and municipal noise restrictions (below 75 decibels at 25 feet). BrightView is also investing in battery-powered trimmers, and mowers, reducing both noise and emissions in sensitive areas.

Redundancy and Reliability

To eliminate downtime, BrightView maintains backup units for every major equipment type at our nearby regional branches. Should a mower, truck, or irrigation tool become unavailable, a replacement is delivered the same day. This redundancy ensures service continuity under all circumstances, including heavy seasonal workloads or emergency response events.

Traffic Safety and Public Visibility

BrightView service trucks and trailers are clearly marked with our company name, logo, and phone number, making our crews easily identifiable to the public. Each vehicle is equipped with reflective safety signage and traffic-control devices in accordance with all laws and ordinances.

Scalability of Resources

Beyond the equipment dedicated to the City of Del Mar, BrightView can draw upon its vast regional inventory to meet extraordinary needs. Whether preparing for a Citywide festival, responding to storm damage, or completing a large-scale turf renovation, we can mobilize additional specialty equipment within hours.

Quality Control Plan

BrightView has developed a comprehensive Quality Control Plan designed to ensure consistent service delivery, early identification of issues, and timely corrective action across all areas of City of Del Mar. BrightView's quality control approach is proactive, systematic, and integrated into daily operations rather than treated as a reactive or administrative function.

At the center of the Quality Control Plan is the full-time Account Manager assigned to the project. The Account Manager is responsible for **daily oversight** of work activities and for verifying that all services are performed in accordance with contract requirements, schedules, and City expectations. This includes routine **visual inspections** of parks, medians, parkways, slopes, and trails to evaluate turf condition, plant health, cleanliness, irrigation performance, and overall appearance.

Inspections are conducted using standardized inspection criteria to ensure consistency and objectivity. These criteria address **key performance indicators** such as mowing quality, edging, pruning standards, debris removal, irrigation functionality, and safety conditions. Inspection findings are documented and used to track performance trends, identify recurring issues, and prioritize corrective actions.

When deficiencies are identified, the Account Manager assigns corrective actions to the appropriate crew or personnel and establishes a timeline for resolution. **Follow-up inspections** are conducted to confirm that corrective measures have been completed satisfactorily. This closed-loop process ensures accountability and prevents unresolved issues from persisting.

Supervisory oversight is reinforced through **periodic reviews** by BrightView's regional management team. Operations managers conduct scheduled and unscheduled site visits to independently evaluate service quality and compliance with BrightView standards and City requirements. These reviews provide an additional layer of quality assurance and support continuous improvement.

BrightView's Quality Control Plan also emphasizes **preventive maintenance**. By identifying irrigation leaks, plant stress, or maintenance deficiencies early, BrightView reduces the likelihood of asset deterioration, service complaints, and costly repairs. Preventive practices are particularly important in municipal environments where public visibility and long-term asset preservation are critical.

Quality control responsibilities extend **to safety and regulatory compliance**. Inspections include evaluation of potential safety hazards, proper equipment use, and adherence to safety protocols. Any unsafe conditions are addressed immediately to protect employees, the public, and City assets.

Documentation plays an important role in BrightView's quality control process. Inspection records, corrective action logs, and supervisory review notes are maintained to support transparency and accountability. This documentation can be made available to the City upon request and supports effective communication regarding service performance.

BrightView views quality control as a **shared responsibility** across all levels of the organization. Crew leaders are trained to recognize quality issues and address them proactively. Field personnel are expected to take ownership of work quality and understand how their performance impacts overall service outcomes.

Quality Site Assessment (QSA Report)

To ensure a successful partnership, effective communication is one of our top priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.



- Inspect sites weekly during all seasons
- Report our maintenance activities in compliance with RFP
- Provide digital photos to verify technical issues, damage, and plant and tree health
- You have 24/7 access to your Account Manager by telephone and email. All issues that arise will be treated with a sense of urgency and addressed with due diligence.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation. You can expect a response and proposed solutions to after-hours emergencies within two hours or less.
- We judge our success by the complete satisfaction of our customers. We continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.
- Every customer we partner with has the opportunity to formally evaluate our work product, service, and relationship at least once a year through our Client Satisfaction Survey via a third-party vendor. Your feedback is important to us. We pay attention to the survey results and follow up with a summary of each one to learn how we can improve.



Customer Service Program

BrightView Landscape Services believes that the foundation of a successful municipal partnership lies in clear, consistent, and proactive communication. Our philosophy is simple: the City should never have to wonder what was done, where it was done, or when it was done. We achieve this through structured communication protocols, digital documentation systems, and accessible field leadership.

1. Single Point of Contact

The City of Del Mar will have one dedicated Account Manager who serves as the single point of contact for all matters related to the contract. This ensures that all information flows through one channel thus reducing confusion and maintaining continuity. The Account Manager is responsible for scheduling, reporting, issue resolution, and coordination with City staff, vendors, and residents when applicable. The Account Manager's cell phone number and email address will be provided to City staff for direct communication at any time.

2. Regular Meetings and Site Walks

BrightView schedules structured, recurring meetings with the City's Maintenance and Operations team to review performance, upcoming work, and improvement opportunities which include: **Weekly Operations Calls, Monthly Walk-Throughs, and Quarterly Performance Reviews.** These scheduled interactions help maintain alignment between City expectations and field performance while allowing BrightView to anticipate needs rather than react to them.

3. Daily Crew Communication and Field Oversight

Every crew operating within Del Mar receives daily directions through our branch dispatch system. BrightView holds a morning safety and scheduling meeting to review tasks, weather conditions, and priorities. Crews are equipped with tablets or mobile devices to receive digital work orders, maps, and route instructions. Supervisors perform random spot checks throughout the day to verify service quality, proper equipment use, and adherence to safety standards.

4. Digital Documentation and Reporting Tools

BrightView employs a cloud-based platform, BrightView Connect, to capture and share all relevant service data. This proprietary system allows for real-time communication between the City and our field teams, ensuring full transparency and accountability. Highlights include: **Work Order Tracking, Issue Reporting, Status Dashboards, and Historical Records.**

5. Emergency and After-Hours Communication

BrightView maintains 24/7 emergency response capability through an on-call rotation system. Calls for emergencies such as irrigation mainline breaks, storm damage, or fallen trees will receive an immediate response, with crew dispatch typically within 60 minutes or less.

6. Resident and Public Interaction

As the visible face of the City in parkways & medians and other City sites, BrightView's crews are trained in professional public interaction. Each employee understands that they represent both BrightView and the City of Del Mar while in uniform. We maintain a courteous, safety-conscious, and approachable demeanor at all times. If residents or business owners have questions or concerns while crews are on site, employees are trained to direct them respectfully to the Account Manager or City contact.

7. Escalation and Problem Resolution

BrightView's communication plan includes a clear escalation structure to ensure that any issue whether operational, safety-related, or administrative is resolved quickly and effectively.

- **Level 1:** Crew Leader identifies and documents issue in the field.
- **Level 2:** Account Manager communicates with City staff and ensures closure.
- **Level 3:** Branch Manager reviews systemic issues and implements long-term corrective measures if necessary.

This escalation chain guarantees that problems never linger unresolved, and that the City receives timely updates.

9. Transparency and Accountability

BrightView's reporting and communication approach creates a transparent partnership with the City. Every completed service, inspection, and repair is verifiable through data, photographs, and consistent follow-up. The City can expect honest, prompt communication at all times whether the report is positive or highlights an area for improvement.

Summary

Through structured meetings, real-time digital reporting, and open access to field data, BrightView provides the City of Del Mar with a maintenance partnership built on reliability, responsiveness, and full accountability. Our communication and coordination system ensures that every request is tracked, every site is documented, and every action is visible. The result is a relationship founded on transparency and trust that allows the City to focus on outcomes while we handle the details.

Safety Training Program

BrightView maintains a comprehensive Safety Training Program designed to protect employees, the public, and City assets while supporting uninterrupted and compliant service delivery. BrightView recognizes that municipal landscape maintenance occurs in highly visible public environments and that safety performance is a critical measure of contractor responsibility and professionalism.

BrightView's Safety Training Program meets and exceed the requirements of SB198 and includes a formal **Injury and Illness Prevention Program**. Safety training begins at the time of hire and continues throughout an employee's tenure through recurring training sessions, tailgate meetings, and supervisory reinforcement. This layered approach ensures safety expectations are clearly understood and consistently applied.

Initial safety orientation introduces employees to general safety principles, job-specific hazards, and company policies. Employees are trained in proper equipment operation, use of personal protective equipment, and safe work practices relevant to landscape maintenance activities. Orientation also emphasizes situational awareness when working near traffic, pedestrians, and active public spaces.

Ongoing safety training is conducted through regularly scheduled tailgate meetings led by supervisors and crew leaders. These meetings focus on specific hazards associated with current work activities and seasonal conditions. Topics include traffic control awareness, heat illness prevention, safe lifting techniques, equipment inspection, chemical handling, and emergency response procedures.

Supervisory personnel play a central role in the Safety Training Program. Supervisors are trained to recognize unsafe conditions, enforce safety standards, and correct unsafe behaviors immediately. They are responsible for ensuring that safety protocols are followed consistently and that employees have the tools and training necessary to perform their duties safely.

BrightView also provides **specialized training** for employees performing regulated or higher-risk activities such as pesticide application, irrigation system work, and operation of specialized equipment. Training content is updated as regulations and best practices evolve to ensure ongoing compliance.

Safety performance is reinforced through **documentation and accountability**. Training attendance is tracked, and safety incidents are investigated to identify root causes and corrective actions. Lessons learned from incidents are incorporated into future training to prevent recurrence.

BrightView's Safety Training Program emphasizes a culture of **shared responsibility**. Employees are encouraged to report hazards, near misses, and unsafe conditions without fear of retaliation. This proactive reporting supports continuous improvement and reinforces BrightView's commitment to safety as a core operational value. Through **consistent training, supervisory oversight, and accountability**, BrightView ensures that safety remains a priority throughout all aspects of service delivery for City of Del Mar.

Strategy, Phasing, & Process Of Performing The Work

Phase 1: Mobilization and Site Assessment
Upon contract award, BrightView will conduct a comprehensive mobilization process that includes site walkthroughs, asset verification, irrigation system assessments, plant health evaluations, and baseline condition documentation. This phase establishes an accurate understanding of existing landscape conditions and allows BrightView to tailor maintenance practices accordingly.

Crew routes, staffing assignments, and service schedules will be finalized during this phase. Equipment staging, material supply planning, and safety protocols will also be implemented to ensure efficient and compliant service delivery.

Phase 2: Stabilization and Condition Improvement
During the stabilization phase, BrightView will address any deferred maintenance, correct irrigation inefficiencies, improve turf and shrub uniformity, enhance weed control consistency, and resolve any visible deficiencies affecting overall site presentation.

This phase focuses on elevating baseline appearance levels, improving plant health, and establishing a consistent maintenance rhythm across all locations.

Phase 3: Optimization and Efficiency
Once baseline conditions are stabilized, BrightView will transition into an optimization phase focused on long term sustainability, water efficiency, plant longevity, and cost control. Irrigation programming will be fine-tuned to reduce water waste while maintaining plant health.

Maintenance frequencies may be refined based on growth patterns, seasonal demand, and City priorities. Recommendations may be provided to support long-term capital planning, plant replacement strategies, or aesthetic enhancements.

Phase 4: Long Term Stewardship
BrightView views municipal landscape maintenance as long term stewardship. Our team will work collaboratively with City staff to preserve the value of landscape investments, anticipate future needs, and proactively address aging infrastructure, declining plant materials, or evolving community expectations.

This phased strategy ensures that the City of Del Mar receives not only reliable maintenance but also a proactive partner committed to continuous improvement and long term success.

Transition Plan

To ensure a smooth transition and deliver immediate value, BrightView follows a proven milestone-based onboarding process designed to establish clear expectations, deliver early wins, and set the stage for long-term partnership success.

☑ 30 Days – Launch & Alignment

- **Kickoff Objectives:**
  - Introduce dedicated BrightView team
  - Review contract, scope of work, and timelines
  - Confirm communication protocols & emergency thresholds
  - Walk the site to align on service expectations
  - Review BrightView Safety Program
  - Initiate first Quality Site Assessment (QSA)
  - Launch priority initiatives and tasks
- **Deliverables:**
  - Confirm maintenance schedule
  - Document site-specific needs
  - Identify quick wins and first-month priorities

🔧 60 Days – Adjust & Optimize

- **Monthly Review with Client, Account Manager & Branch Manager:**
  - Evaluate progress on key initiatives
  - Review QSA results and resolve carryover issues
  - Confirm alignment with scope and expectations
- **Focus Areas:**
  - In-season adjustments
  - Proactive issue resolution
  - Continued visibility with client stakeholders

90 Days – Partnership Solidified

- **Quarterly Business Review:**
  - Review Partnership Transition Guide
  - Assess QSA trends and performance benchmarks
  - Confirm closure of any outstanding items
  - Address feedback from client satisfaction touchpoint
- **What You Will See:**
  - Established rhythm of communication
  - Measurable field improvements
  - Full alignment on expectations and outcomes

180 Days – Strategic Evaluation

- **Mid-Year Strategic Review:**
  - Evaluate long-term field performance and aesthetics
  - Plan for seasonal enhancements and service upgrades
  - Budget alignment and efficiency check
- **Looking Ahead:**
  - Dynamic service plans
  - Field-specific upgrades
  - Strong data-driven performance

BrightView is committed to transparent communication, consistent quality, and proactive landscape management right from day one.

Conflict of Interest

BrightView confirms:

- No pending litigation adverse to the City of Del Mar
- No conflicts involving discretionary land use entitlements
- Full transparency and ethical compliance

If any matter arises, BrightView will disclose immediately.

References

BrightView Landscape Services has an extensive record of successful performance on contracts similar in scope and complexity to Del Mar's landscape maintenance program. The following projects demonstrate BrightView's technical capability, staffing stability, and experience maintaining water infrastructure and municipal assets in compliance with state and local regulations.

City of Poway – Lake Poway and Citywide Parks

Address: 14467 Lake Poway Road, Poway, CA 92064
Contact: Jeff Zamora, Contract Specialist/Inspector
Phone: (858) 668-4708
Email: jzamora@poway.org
Annual Contract Value: $591,192
Term: 2008 – Present

Relevance to City of Del Mar

BrightView's 18-year partnership with the City of Poway demonstrates long-term performance consistency, strong municipal collaboration, and the ability to maintain high-visibility public spaces under ongoing public scrutiny. The scope includes lake-adjacent parklands, irrigated turf areas, sports fields, medians, slopes, and ornamental landscapes, all of which require precise irrigation programming, erosion control, weed management, and consistent aesthetic presentation. Similar to Del Mar's coastal parks such as Seagrove Park, Powerhouse Park, and Shores Park, Lake Poway features water-adjacent landscapes that demand careful irrigation management, runoff control, and regulatory compliance to protect sensitive environments.

The Poway contract also includes slope stabilization and erosion repair, which parallels the maintenance challenges found in Del Mar's bluff-adjacent parks and decomposed granite pathways. BrightView manages irrigation systems, seasonal adjustments, fertilization programs, and weed control protocols in accordance with municipal standards, ensuring turf health and plant vitality while conserving water resources. The longevity of this partnership reflects the City's confidence in BrightView's reliability, communication, and consistent quality performance. Our experience maintaining high-visibility public recreation areas for nearly two decades demonstrates our ability to meet the aesthetic and operational expectations that the City of Del Mar requires for its parks, medians, and civic properties.

Waterfront Park – County of San Diego Department of Parks and Recreation

Address: 1600 Pacific Highway, San Diego, CA 92010
Contact: Christine Lafontant, Region Manager
Phone: (619) 204-4827
Email: christine.lafontant@sdcounty.ca.gov
Annual Contract Value: $286,392
Term: 2015 – Present

Relevance to City of Del Mar

BrightView has maintained the landscape surrounding Waterfront Park since 2015, a signature public destination located along the San Diego Bay that receives substantial daily visitation and hosts numerous public events. This high-profile waterfront park requires meticulous attention to turf care, ornamental planting beds, hardscape cleanliness, irrigation system efficiency, and ongoing debris removal to maintain a pristine appearance at all times. Similar to Del Mar's coastal parks and gathering spaces, Waterfront Park demands continuous monitoring, rapid response to deficiencies, and strict safety oversight in areas heavily used by the public.

The site includes decorative landscaping, irrigated turf, specialty plantings, and event-driven maintenance adjustments, all maintained without disruption to public access. BrightView's experience in managing a waterfront, high-visibility environment translates directly to Del Mar's coastal setting, where aesthetics, environmental stewardship, and public safety are critical. Our teams are accustomed to maintaining landscapes that serve as community landmarks, ensuring irrigation efficiency, plant health, and debris-free hardscapes while adhering to County oversight and reporting requirements. This contract highlights BrightView's ability to deliver consistent quality in environments where public perception, safety, and environmental sensitivity are paramount.

County of San Diego – Lot 3 Facility

Address: 5560 Overland Avenue, San Diego, CA 92123
Contact: Thania V. Mendoza, Administrative Analyst
Phone: (619) 577-0533
Email: thaniav.mendoza@sdcounty.ca.gov
Annual Contract Value: $625,231
Term: July 2022 – Present

Relevance to City of Del Mar

The County of San Diego Lot 3 Facility contract further demonstrates BrightView's capability to maintain government administrative campuses and associated landscaped infrastructure under detailed performance standards. This facility includes structured parking, landscaped perimeters, irrigated plantings, hardscape areas, and drainage-adjacent zones requiring careful debris control and irrigation monitoring. Similar to Del Mar's Civic Center, Public Works building, and other municipal facilities, Lot 3 requires consistent supervisory inspections, irrigation inspections, weed management, fertilization, and hardscape cleanliness.

BrightView performs routine irrigation audits, maintains plant health programs, manages debris removal, and responds promptly to repair needs, all while coordinating closely with County administrative personnel. The contract requires professional staff presentation, detailed reporting, and consistent communication, aligning closely with Del Mar's expectations for professionalism, landscaping logs, and deficiency correction timelines. Our successful management of this facility demonstrates our ability to maintain civic and administrative environments with high standards of appearance, compliance, and operational reliability.

Conclusion

Collectively, the City of Poway, Waterfront Park, and County of San Diego facilities contracts demonstrate BrightView's proven ability to successfully deliver high-quality, municipal landscape maintenance across medians, parkways, arterial corridors, civic facilities, planters, and other public right of way environments that closely resemble the City of Del Mar's service areas. These contracts reflect BrightView's strength in irrigation oversight, shrub and groundcover maintenance, weed control, litter and hardscape upkeep, integrated pest management, and proactive quality control systems that support consistent site appearance, public safety, and water efficiency. Together, they confirm BrightView's capacity to manage multi-site portfolios, maintain strong City partnerships, scale resources when needed, and deliver reliable, responsive, and cost effective landscape maintenance services that align directly with the City of Del Mar's expectations and long term community standards.

Cost and Fee Structure

See Complete Attachment A-Fee Schedule:

ADDENDUM NO. 2: Modification of Bid Documents
February 19, 2026

Attachment A to the RFP - Fee Schedule, has been modified to include new Section K and a line item K-1 ***As-Needed Irrigation Repairs or Replacement.***

Bidders shall use the revised Attachment A - Fee Schedule included with this Addendum No. 2 when submitting their proposal. Bidders are responsible for confirming receipt of their submission. The City is not responsible for email submissions that are lost, delayed, or not received.

ATTACHMENT A - FEE SCHEDULE

A. PLANTED AND IRRIGATED MEDIANS/ ROAD PARKWAY TREATMENTS

A-1 All currently developed planting in the center medians on Camino del Mar between Via De la Valle and Carmel Valley Road, encompassing about 2.5 miles of median strip of varying width containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-1			
Supervisory Inspection	$51.21	12	$614.52
Irrigation - Inspection	$590.91	12	$7,090.92
Debris Removal	$29.55	52	$1,536.60
Weed Removal	$236.37	52	$12,291.24
Mulch	$76.82	12	$ 921.84
Pruning - Shrubs / Groundcover	$768.19	6	$ 4,609.14
Fertilization - Shrubs / Groundcover	$307.28	4	$ 1,229.12
Edging	$25.60	12	$ 307.20
Rake up Pine Needles	$128.00	12	$1,536.00
Sweep curb lines	$26.59	52	$ 1,382.68
		TOTAL PROPERTY A-1	$ 31,519.26

A-2 Plantings in the triangle at Coast Boulevard and Camino del Mar and three nearby rectangular planters beginning south of 24th Street to 22nd Street between the west curb of Camino del Mar/Coast Boulevard and the sidewalk encompassing approximately 10,600 square feet (SF) of planted area containing shrubs, flowers, ground cover; sidewalk, access ramps and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-2			
Supervisory Inspection	$5.51	12	$ 66.12
Irrigation - Inspection (M)	$63.66	12	$ 763.92
Debris Removal	$3.18	52	$ 165.36
Weed Removal	$22.88	52	$ 1,189.76
Mulch	$8.27	12	$ 99.24
Pruning - Shrubs / Groundcover	$41.36	12	$ 496.32
Fertilization - Shrubs / Groundcover	$33.09	4	$ 132.36
Edging	$0.63	52	$ 32.76
Sweep curb lines	$3.18	52	$ 165.36
		TOTAL PROPERTY A-2	$ 3,111.20

A-3 The triangular median strip approximately 9,000 SF between Jimmy Durante Boulevard and Camino del Mar bounded on the North by the eastern bridge abutment for the railroad overpass and median ice-plant and other vegetation north of Camino del Mar RR overpass containing shrubs and ground cover.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-3			
Supervisory Inspection	$4.42	12	$ 53.04
Irrigation - Inspection (M)	$50.93	12	$ 611.16
Debris Removal	$2.55	52	$ 132.60
Weed Removal	$20.37	52	$ 1,059.24
Mulch	$6.62	12	$ 79.44
Pruning - Shrubs / Groundcover	$33.11	12	$ 397.32
Fertilization - Shrubs / Groundcover	$26.49	4	$ 105.96
Edging	$2.20	12	$ 26.40
Rake up Pine Needles	$11.04	12	$ 132.48
Sweep curb lines	$1.15	52	$ 59.80
		TOTAL PROPERTY A-3	$ 2,657.44

A-4 Planted median approximately 12,500 SF on Jimmy Durante Boulevard between San Dieguito Drive and Camino del Mar + Parkway medians on West side, containing shrubs, flowers, ground cover, paved or solid stone surfaces and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-4			
Supervisory Inspection	$8.06	12	$ 96.72
Irrigation - Inspection (A)	$100.72	12	$ 1,208.64
Debris Removal	$4.65	52	$ 241.80
Weed Removal	$37.19	52	$ 1,933.88
Mulch	$12.09	12	$ 145.08
Pruning - Shrubs / Groundcover	$60.43	12	$ 725.16
Fertilization - Shrubs / Groundcover	$120.86	4	$ 483.44
Sweep curb lines	$2.09	52	$ 108.68
		TOTAL PROPERTY A-4	$ 4,943.40

A-5 The southeast triangle island at the intersection of Jimmy Durante Blvd. and Via De La Valle approximately 8,900 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-5			
Supervisory Inspection	$3.55	12	$ 42.60
Irrigation - Inspection (A)	$46.89	12	$ 562.68
Debris Removal	$2.05	52	$ 106.60
Weed Removal	$16.36	52	$ 850.72
Mulch	$5.32	12	$ 63.84
Pruning - Shrubs / Groundcover	$26.59	12	$ 319.08
Fertilization - Shrubs / Groundcover	$53.18	4	$ 212.72
Sweep curb lines	$0.92	52	$ 47.84
		TOTAL PROPERTY A-5	$ 2,206.08

A-6 Landscaping on East and West sides of Camino del Mar located north and south of 12th and 14th Street pedestrian crossings encompassing 424 and 390 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-6			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (A)	$1.11	12	$ 13.32
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Edging	$0.09	12	$ 1.08
Sweep curb lines	$0.20	52	$ 10.40
		TOTAL PROPERTY A-6	$ 368.32

A-7 Camino del Mar parkway (road edge) between 25th and 27th Street, east and west side approximately 2,300 SF containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-7			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$34.73	4	$ 138.92
Edging	$0.27	12	$ 3.24
Sweep curb lines	$0.60	52	$ 31.20
		TOTAL PROPERTY A-7	$ 1,412.68

A-8 Two medians by Chamber of Commerce on 11th ST encompassing about 500 and 350 SF, respectively containing shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property A-8			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (A)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Edging	$0.09	12	$ 1.08
Sweep curb lines	$0.20	52	$ 10.40
		TOTAL PROPERTY A-8	$ 471.04

B. PUBLIC PARKS

B-1 The public park known as "Seagrove Park" located at the west end of 15th Street and east of the Atchison, Topeka and Santa Fe Railway encompassing 1.52 acres of ground cover, turf, shrubs, benches, paved areas, gutters, walkways, and sidewalks. Southern boundary includes the area bordering the Wavecrest timeshares.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-1			
Supervisory Inspection	$10.95	12	$ 131.40
Irrigation - Inspection (A)	$54.75	52	$ 2,847.00
Debris Removal	$2.53	260	$ 657.80
Weed Removal	$63.18	52	$ 3,285.36
Mulch	$32.85	12	$ 394.20
Pruning - Shrubs / Groundcover	$109.50	12	$ 1,314.00
Fertilization - Shrubs / Groundcover	$65.70	4	$ 262.80
Mowing - turf	$2.53	52	$ 131.56
Aerification - Turf	$656.99	2	$ 1,313.98
Renovation - Turf	$394.20	1	$ 394.20
Fertilization - Turf	$98.55	4	$ 394.20
Overseed - Turf	$985.49	2	$ 1,970.98
Edging	$2.53	52	$ 131.56
Rodent Control by trapping (as Required)	$131.40		$ 131.40
		TOTAL PROPERTY B-1	$ 13,360.44

B-2 The public park known as "Powerhouse Park", located at 16301/2 Coast Boulevard, encompassing 3.18 acres of ground cover, turf, shrubs, benches, tables, Tot-Lot play area (sand maintenance included), paved areas, gutters, and sidewalks. This area includes the extensive landscaping areas surrounding the Powerhouse building. The area is bounded on the west by the top of the bluff, the south by a chain-link fence, the east by the west curb of Coast Blvd. and the north by the pathway that runs along the south side of the Powerhouse Building.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-2			
Supervisory Inspection	$21.38	12	$ 256.56
Irrigation - Inspection (A)	$133.62	52	$ 6,948.24
Debris Removal	$4.93	260	$ 1,281.80
Weed Removal	$148.01	52	$ 7,696.52
Mulch	$21.38	12	$ 256.56
Pruning - Shrubs / Groundcover	$213.80	12	$ 2,565.60
Fertilization - Shrubs / Groundcover	$128.28	4	$ 513.12
Mowing - turf	$4.93	52	$ 256.36
Aerification - Turf	$1,282.78	2	$ 2,565.56
Renovation - Turf	$513.12	1	$ 513.12
Fertilization - Turf	$64.14	4	$ 256.56
Overseed - Turf	$1,282.78	2	$ 2,565.56
Edging	$2.47	52	$ 128.44
DG Sidewalk	$1.23	52	$ 63.96
Tot Lot Maintenance	$0.50	260	$ 130.00
Rodent Control (as Required)	$128.28		$ 128.28
		TOTAL PROPERTY B-2	$ 26,126.24

B-3 Stuart Green (Caminito) Park, approximately 2,100 SF mini-park adjacent to 1424 Camino Del Mar in the alley right-of-way west of Camino del Mar and south of 15th Street, including brick walkway, benches, and planters of shrubs, and bushes.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property B-3			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$8.92	12	$ 107.04
Debris Removal	$0.09	260	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Fertilization - Shrubs / Groundcover	$11.60	4	$ 46.40
Sidewalk	$0.09	52	$ 4.68
		TOTAL PROPERTY B-3	$ 455.24

B-4 The mini park within the 13th Street right of way at Maiden Lane, between 325 and 328 13th St., approximately 1,200 SF of trees (< 12 feet), shrubs, brick walkway, gutter, and sidewalk.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-4			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$8.92	12	$ 107.04
Debris Removal	$0.18	260	$ 46.80
Weed Removal	$7.73	24	$ 185.52
Mulch	$1.16	12	$ 13.92
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
Rake Planters	$0.04	52	$ 2.08
Sweep curb lines	$0.24	52	$ 12.48
	TOTAL PROPERTY B-4		$ 446.68

B-5 Triangular-shaped Park known as Sea Cliff Park, south of Powerhouse Park Tot Lot, 1600 Block Coast Boulevard, consisting of about 12,500 SF of shrubs, plantings, and decomposed granite walkways. Area west of tracks, south of Powerhouse Park south fence, and to the bluffs.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-5			
Supervisory Inspection	$5.38	12	$ 64.56
Debris Removal	$9.29	52	$ 483.08
Weed Removal	$107.44	12	$ 1,289.28
Mulch	$16.12	6	$ 96.72
Pruning - Shrubs / Groundcover	$40.29	12	$ 483.48
DG Sidewalk	$6.20	52	$ 322.40
Rodent Control (as Required)	$322.31		$ 322.31
		TOTAL PROPERTY B-5	$ 3,061.83

B-6 The public park known as "Shores Park", located on Stratford Ct. at 9th Street, encompassing an area with ground cover, turf, shrubs, benches, paved areas, gutters, and sidewalks. Includes trimming road edge from S/E corner of 9th and Stratford South to the entrance to Shores Park entrance approximately 400 linear feet, trimming plant material growing on fencing to keep parking stalls accessible approx. 400 linear feet, sidewalk sweeping on Camino del Mar East of Shores Park approx. 500 ft, and open area between community connections building 225 9th St. and Winston School 215 9th St. approximately 1200 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property B-6			
Supervisory Inspection	$5.32	12	$ 63.84
Irrigation - Inspection (M/A)	$30.70	52	$ 1,596.40
Debris Removal	$1.23	260	$ 319.80
Weed Removal	$36.85	52	$ 1,916.20
Sidewalk sweeping	$3.81	52	$ 198.12
Mulch	$5.32	12	$ 63.84
Pruning - Shrubs / Groundcover	$53.23	12	$ 638.76
Fertilization - Shrubs / Groundcover	$31.94	4	$ 127.76
Mowing -Turf	$1.23	52	$ 63.96
Aerification - Turf	$319.36	2	$ 638.72
Renovation - Turf	$127.74	1	$ 127.74
Fertilization - Turf	$15.97	4	$ 63.88
Overseed - Turf	$319.36	2	$ 638.72
Edging	$1.84	52	$ 95.68
Rodent Control	$7.98	4	$ 31.92
		TOTAL PROPERTY B-6	$ 6,585.34

C. PUBLIC BUILDING LANDSCAPING

C-1 Civic Center located at 1050 Camino Del Mar to include general grounds and landscape maintenance pertaining to shrubs and plantings adjacent to and surrounding the building, hardscaped areas of flagstone, concrete, and decomposed granite, planter boxes, and along City sidewalks and streets. Approximately 30,000 SF.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property C-1			
Supervisory Inspection	$40.22	12	$ 482.64
Irrigation - Inspection	$150.84	24	$ 3,620.16
Debris Removal	$46.41	260	$ 12,066.60
Weed Removal	$185.65	104	$ 19,307.60
Mulch	$60.34	12	$ 724.08
Pruning – Shrubs/ Groundcover	$301.68	12	$ 3,620.16
Fertilization – Shrubs/ Groundcover	$211.18	4	$ 844.72
Decomposed Granite	$6.96	52	$ 361.92
Edging	$46.41	52	$ 2,413.32
Sweep outer lower Parking Lot	$14.29	52	$ 743.08
		TOTAL PROPERTY C-1	$ 44,184.28

C-2 City of Del Mar Public Library located at 1309 Camino del Mar, which is bordered on eastside by Camino del Mar, north side by 13th Street, Westside by Maiden Lane, Southside by commercial parking lot of 1327 Camino del Mar. Approximately 2,865 SF of shrubs, flowers, groundcover, native vegetation, paved areas, access ramps, sidewalks, and gutters.

TASK	LABOR & MATERIAL	YEARLY FREQUENCY	ANNUAL COST
Property C-2			
Supervisory Inspection	$6.96	12	$83.52
Irrigation - Inspection	$52.22	12	$626.64
Debris Removal	$8.03	52	$417.56
Weed Removal	$32.13	52	$1,670.76
Mulch	$10.44	12	$ 125.28
Pruning - Shrubs / Groundcover	$52.22	12	$ 626.64
Fertilization - Shrubs / Groundcover	$36.55	4	$ 146.20
Edging	$8.03	52	$ 417.56
Sidewalk	$1.21	52	$ 62.92
		TOTAL PROPERTY C-2	$ 4,177.08

C-3 Post Office building 122 15th St. (Parkway – sidewalk to street only): sidewalk and tree planter areas from the north sidewalk edge to the gutters and to the outside limits of the east and west driveways to include trees (<12 feet), driveways, stone paved areas, access ramps, sidewalks and gutters, approximately 3,800 SF. Del Mar Garden Club maintains west area from sidewalk to building.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-3			
Supervisory Inspection	$4.64	12	$ 55.68
Debris Removal	$5.36	52	$ 278.72
Pine Needle Removal	$21.42	52	$ 1,113.84
Mulch	$6.96	12	$ 83.52
Sidewalk	$0.32	52	$ 16.64
TOTAL PROPERTY C-3			$ 1,548.40

C-4 Public Works building located at 2240 Jimmy Durante Boulevard to include the shrubs, and plantings adjacent to building approximately 500 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-4			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (M)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$46.41	12	$ 556.92
Mulch	$3.48	12	$ 41.76
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
TOTAL PROPERTY C-4			$ 1,253.24

C-5 21st Street Pump Station located at 201 21st St. to include the landscape of shrubs and plantings adjacent to building, surrounding tennis court, drainage ditch, and sidewalk approximately 4,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-5			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation Inspection	$26.79	12	$ 321.48
Debris Removal	$0.27	260	$ 70.20
Weed Removal	$8.03	52	$ 417.56
Mulch	$1.16	12	$ 13.92
Pruning – shrubs/groundcover	$34.81	4	$ 139.24
Fertilization – shrubs/groundcover	$27.85	1	$ 27.85
Mowing - Turf	$0.27	52	$ 14.04
Aerification - Turf	$13.92	2	$ 27.84
Renovation - Turf	$146.20	1	$ 146.20
Fertilization - Turf	$3.47	4	$ 13.88
Overseed - Turf	$69.62	2	$ 139.24
Edging	$0.40	52	$ 20.80
TOTAL PROPERTY C-5			$ 1,366.17

C-6 Beach Safety Center located at 17th St. to include the landscape of shrubs, plantings, and sidewalks adjacent to building and parking lot approximately 5,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property C-6			
Supervisory Inspection	$3.05	12	$ 36.60
Irrigation - Inspection	$38.18	12	$ 458.16
Debris Removal	$0.35	52	$ 18.20
Weed Removal	$14.10	52	$ 733.20
Mulch	$4.58	12	$ 54.96
Pruning - Shrubs / Groundcover	$22.91	12	$ 274.92
Fertilization - Shrubs / Groundcover	$36.66	4	$ 146.64
		TOTAL PROPERTY C-6	$ 1,722.68

D. CITY PATHWAYS:

D-1 Alley between Crest Road and Hoska Lane known as the "Gunther's Walkway" containing approximately 3,700 SF of shrubs, flowers, ground cover; sidewalk, access ramps, and gutters.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-1			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$18.56	12	$ 222.72
TOTAL PROPERTY D-1			$ 897.20

D-2 Carmel Valley Walkway located between Ocean View and Torrey Point Road to include sidewalk and adjacent ground cover, stairway to include sweeping and DG pathway, approximately 3,700 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-2			
Supervisory Inspection	$0.61	12	$ 7.32
Debris Removal	$1.34	12	$ 16.08
Weed Removal	$10.71	12	$ 128.52
Pruning - Shrubs / Groundcover	$23.20	12	$ 278.40
Edging	$8.03	12	$ 96.36
TOTAL PROPERTY D-2			$ 526.68

D-3 Hidden Gulch pathway 912 Crest to 837 Klish Way –approximately 4000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-3			
Supervisory Inspection	$2.37	6	$ 14.22
Debris Removal	$5.21	6	$ 31.26
Weed Removal	$41.68	6	$ 250.08
Pruning - Shrubs / Groundcover	$121.56	6	$ 729.36
TOTAL PROPERTY D-3			$ 1,024.92

D-4 Short cut pathway 11th St.- 10th St. 1000 SF between 343 and 411 11th St.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-4			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-4			$ 648.80

D-5 Del Mar Canyon Preserve path, DG path West of Camino Del Mar from Canyon to Carmel Valley Rd. approximately 8,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-5			
Supervisory Inspection	$6.58	4	$ 26.32
Debris Removal	$14.45	4	$ 57.80
Weed Removal	$115.71	4	$ 462.84
Pruning - Shrubs / Groundcover	$250.69	4	$ 1,002.76
DG Sidewalk	$86.81	4	$ 347.24
TOTAL PROPERTY D-5			$ 1,896.96

D-6 Canyon Steps pathway 500 block 15th St. to Forest Way approximately 1,000 SF between 550 and 590 15th St.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-6			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-6			$ 648.80

D-7 Slim Lane pathway- 1266 Cuchara to 1172 Cuchara approximately 1,000 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-7			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-7			$ 648.80

D-8 Friendship Way – upper Rimini 650 to Lower Rimini 690 pathway approximately 1,000 SF

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property D-8			
Supervisory Inspection	$2.25	4	$ 9.00
Debris Removal	$4.94	4	$ 19.76
Weed Removal	$39.58	4	$ 158.32
Pruning - Shrubs / Groundcover	$115.43	4	$ 461.72
TOTAL PROPERTY D-8			$ 648.80

E. PLANTED AND IRRIGATED ROAD EDGE TRAFFIC CONTROL DEVICES OR SMALL MEDIANS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, SIDEWALKS, AND GUTTERS

E-1 Median 4th Street, west of Camino Del Mar containing approximately 240 SF W/S of Camino del Mar northbound to 460 Camino del Mar.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-1			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
TOTAL PROPERTY E-1			$ 413.16

E-2 Southeast and Southwest corners, intersection of 9th Street and Stratford Court containing approximately 1,229 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-2			
Supervisory Inspection	$1.10	12	$ 13.20
Irrigation - Inspection (M)	$13.74	12	$ 164.88
Debris Removal	$0.63	52	$ 32.76
Weed Removal	$5.08	52	$ 264.16
Mulch	$1.65	12	$ 19.80
Pruning - Shrubs / Groundcover	$8.24	12	$ 98.88
Fertilization - Shrubs / Groundcover	$13.19	4	$ 52.76
Edging	$0.19	52	$ 9.88
TOTAL PROPERTY E-2			$ 656.32

E-3 Medians on 12th Street near Stratford Court containing approximately 220 SF.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-3			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
TOTAL PROPERTY E-3			$ 413.16

E-4 Southwest corner Via Alta at Crest containing approximately 960 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-4			
Supervisory Inspection	$0.86	12	$ 10.32
Irrigation - Inspection (M)	$12.86	12	$ 154.32
		TOTAL PROPERTY E-4	$ 164.64

E-5 Median on Via Alta between Van Dyke and Umatilla containing approximately 100 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-5			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-5	$ 626.88

E-6 South road edge on 15th just west of Carolina containing approximately 600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-6			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	52	$ 23.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
		TOTAL PROPERTY E-6	$ 413.16

E-7 Planter circle at east end of 15th Street (top of hill), a 10-foot diameter planter of ground cover, and other small plantings containing approximately 80 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-7			
Supervisory Inspection	$0.77	12	$ 9.24
Irrigation - Inspection (M)	$9.67	12	$ 116.04
Debris Removal	$0.45	12	$ 5.40
Weed Removal	$3.57	52	$ 185.64
Mulch	$0.77	12	$ 9.24
Pruning - Shrubs / Groundcover	$5.80	12	$ 69.60
		TOTAL PROPERTY E-7	$ 395.16

E-8 The median strip on 15th Street east of Camino Del Mar and up to Luneta Drive containing approximately 2,600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-8			
Supervisory Inspection	$0.30	12	$ 3.60
Irrigation - Inspection	$14.51	12	$ 174.12
Debris Removal	$34.81	52	$ 1,810.12
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-8	$ 2,391.84

E-9 Two small side medians, area approximately 2,000 SF on the southeast and northeast corner of the intersection of 15th Street and Coast Blvd./ Ocean Ave.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-9			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$2.90	52	$ 150.80
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-9	$ 742.84

E-10 Two planters and the tree planter on the southeast corner of 15th Street and Stratford Court containing approximately 420 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-10			
Supervisory Inspection	$1.23	12	$ 14.76
Irrigation - Inspection (M)	$15.31	12	$ 183.72
Debris Removal	$0.70	52	$ 36.40
Weed Removal	$5.65	52	$ 293.80
Mulch	$1.83	12	$ 21.96
Pruning - Shrubs / Groundcover	$9.18	12	$ 110.16
		TOTAL PROPERTY E-10	$ 660.80

E-11 Approximately 1,070 SF in two medians on Coast Boulevard at railroad tracks near Powerhouse Park, 1600 Block Coast Boulevard.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-11			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY E-11	$ 472.80

E-12 Two (2) medians on Coast Boulevard by 2120 Coast Blvd, totaling approximately 614 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-12			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
TOTAL PROPERTY E-12			$ 472.80

E-13 Parkway near Camino Del Mar at Court Street, approximately 3,635 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-13			
Supervisory Inspection	$1.54	12	$ 18.48
Irrigation - Inspection (M)	$19.34	12	$ 232.08
Debris Removal	$0.89	52	$ 46.28
Weed Removal	$7.14	52	$ 371.28
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$11.60	12	$ 139.20
Edging	$0.27	52	$ 14.04
TOTAL PROPERTY E-13			$ 849.20

E-14 Bulb out on Camino Del Mar at 29th Street (east side), approximately 162 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-14			
Supervisory Inspection	$1.54	12	$ 18.48
Irrigation - Inspection (M)	$19.34	12	$ 232.08
Debris Removal	$0.89	52	$ 46.28
Weed Removal	$7.14	52	$ 371.28
Mulch	$2.32	12	$ 27.84
Pruning - Shrubs / Groundcover	$11.60	12	$ 139.20
TOTAL PROPERTY E-14			$ 835.16

E-15 Four (4) Chicanes near 1429, 1345, 1042, 1016 Crest Road, approximately 162 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property E-15			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (M)	$14.51	12	$ 174.12
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
Hand water	$4.76	26	$ 123.76
TOTAL PROPERTY E-15			$ 750.64

F. PLANTED AND IRRIGATED STREET ENDS WHICH MAY INCLUDE SHRUBS, FLOWERS, GROUNDCOVER, NATIVE VEGETATION, PAVED AREAS, ACCESS RAMPS, DECOMPOSED GRANITE WALKWAYS, SIDEWALKS, AND GUTTERS

F-1 Planted street-end at the west end of 19th Street between Ocean Front and the Seawall including about 5,500 SF.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-1			
Supervisory Inspection	$1.16	12	$ 13.92
Irrigation - Inspection (A)	$1.67	12	$ 20.04
Debris Removal	$0.67	52	$ 34.84
Weed Removal	$5.36	52	$ 278.72
Mulch	$1.74	12	$ 20.88
Pruning - Shrubs / Groundcover	$8.70	12	$ 104.40
		TOTAL PROPERTY F-1	$ 472.80

F-2 Approximately 2,000 SF at 20th Street between Ocean Front and the lifeguard station, bounded on the south by a private wooden fence and the north by a private residence. Include the sidewalk access to the beach.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-2			
Supervisory Inspection	$3.16	12	$ 37.92
Irrigation - Inspection (A)	$39.48	12	$ 473.76
Debris Removal	$1.83	52	$ 95.16
Weed Removal	$14.58	52	$ 758.16
Pruning - Shrubs / Groundcover	$23.69	12	$ 284.28
Edging	$0.55	52	$ 28.60
		TOTAL PROPERTY F-2	$ 1,677.88

F-3 Planted street-end at the west end of 21st Street between Ocean Front and the beach seawall containing approximately 3,500 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-3			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$27.85	4	$ 111.40
Edging	$0.40	52	$ 20.80
		TOTAL PROPERTY F-3	$ 1,343.68

F-4 Planted street-end at the west end of 22nd Street between Ocean Front and the beach seawall containing approximately 3,500SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-4			
Supervisory Inspection	$2.32	12	$ 27.84
Irrigation - Inspection (A)	$29.01	12	$ 348.12
Debris Removal	$1.34	52	$ 69.68
Weed Removal	$10.71	52	$ 556.92
Pruning - Shrubs / Groundcover	$17.41	12	$ 208.92
Fertilization - Shrubs / Groundcover	$27.85	4	$ 111.40
Edging	$0.40	52	$ 20.80
		TOTAL PROPERTY F-4	$ 1,343.68

F-5 Street-end located at 25th Street between Ocean Front and the east side of the lifeguard tower including parking areas containing approximately 2,800 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property F-5			
Supervisory Inspection	$1.60	12	$ 19.20
Irrigation - Inspection (A)	$19.17	12	$ 230.04
Debris Removal	$0.91	52	$ 47.32
Weed Removal	$7.40	52	$ 384.80
Mulch	$2.01	12	$ 24.12
Pruning - Shrubs / Groundcover	$12.02	12	$ 144.24
Fertilization - Shrubs / Groundcover	$19.23	4	$ 76.92
Edging	$0.19	52	$ 9.88
		TOTAL PROPERTY F-5	$ 936.52

G. <u>RIVERPATH AREAS INCLUDING NATIVE PLANTINGS WITHOUT IRRIGATION, DG PATHWAYS, BORDER MATERIALS, AND SHRUBS.</u>

G-1 West Riverpath Del Mar to include DG path, shrubs, plants, and benches. Area West from Jimmy Durante Roundabout and South of San Dieguito River, west to within 50' of Railroad, containing approximately 1.4 acres. Maintain 1–2-foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property G-1			
Supervisory Inspection	$5.82	12	$ 69.84
Debris Removal	$2.95	52	$ 153.40
Weed Removal	$23.64	52	$ 1,229.28
Pruning - Shrubs / Groundcover	$221.93	12	$ 2,663.16
DG Sidewalk	$76.85	12	$ 922.20
		TOTAL PROPERTY G-1	$ 5,037.88

G-2. East Riverpath and Parking Lot to include DG path, border material, shrubs, plants, and benches. Area East of Jimmy Durante from gravel parking lot, East to Grand Ave Bridge. Maintain 1-2 foot clearance on either side of DG path and ensure border material in good condition. Remove any dead plant material.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property G-2			
Supervisory Inspection	$8.97	12	$ 107.64
Debris Removal	$4.55	52	$ 236.60
Weed Removal	$36.42	52	$ 1,893.84
Pruning - Shrubs / Groundcover	$341.94	12	$ 4,103.28
DG Sidewalk	$118.40	12	$ 1,420.80
		TOTAL PROPERTY G-2	$ 7,762.16

H. <u>ROAD EDGES TO BE MAINTAINED 3 FEET BEHIND CURB AND/OR SIDEWALK.</u>

H-1 West side of Camino Del Mar from 4th street heading south approximately 600' until Del Mar Canyon Preserve Path. Maintain 3' clear behind curb.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-1			
Supervisory Inspection	$2.36	4	$ 9.44
Debris Removal	$5.20	4	$ 20.80
Weed Removal	$41.60	4	$ 166.40
Pruning - Shrubs / Groundcover	$121.34	4	$ 485.36
TOTAL PROPERTY H-1			$ 682.00

H-2 East side of Camino Del Mar from Carmel Valley Road to Del Mar Heights. Maintain 3' clear behind curb. Approximately 2800 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-2			
Supervisory Inspection	$10.14	4	$ 40.56
Debris Removal	$22.27	4	$ 89.08
Weed Removal	$178.30	4	$ 713.20
Pruning - Shrubs / Groundcover	$520.05	4	$ 2,080.20
TOTAL PROPERTY H-2			$ 2,923.04

H-3 East side of Camino Del Mar from Del Mar Heights Rd. to Wesley Way. Maintain 3' clear behind curb. Approximately 1800 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-3			
Supervisory Inspection	$6.60	4	$ 26.40
Debris Removal	$14.49	4	$ 57.96
Weed Removal	$116.05	4	$ 464.20
Pruning - Shrubs / Groundcover	$338.49	4	$ 1,353.96
TOTAL PROPERTY H-3			$ 1,902.52

H-4 East side of Camino Del Mar from Plaza to Jimmy Durante Blvd Roundabout. Maintain 3' behind sidewalk. Approximately 3400 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-4			
Supervisory Inspection	$12.25	4	$ 49.00
Debris Removal	$26.92	4	$ 107.68
Weed Removal	$215.54	4	$ 862.16
Pruning - Shrubs / Groundcover	$628.67	4	$ 2,514.68
TOTAL PROPERTY H-4			$ 3,533.52

H-5 North side of San Dieguito Dr from racetrack view to Grand Ave bridge. Maintain 3' behind edge of road and/or guard rail. Approximately 2,000 linear feet.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-5			
Supervisory Inspection	$7.29	4	$ 29.16
Debris Removal	$16.02	4	$ 64.08
Weed Removal	$128.26	4	$ 513.04
Pruning - Shrubs / Groundcover	$374.09	4	$ 1,496.36
TOTAL PROPERTY H-5			$ 2,102.64

H-6 West side of Jimmy Durante Blvd heading South from David Way until 1648 Camino Del Mar. Maintain 3 feet behind curb. Approximately 2200 linear feet.

TASK DESCRIPTION	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property H-6			
Supervisory Inspection	$8.02	4	$ 32.08
Debris Removal	$17.62	4	$ 70.48
Weed Removal	$141.09	4	$ 564.36
Pruning - Shrubs / Groundcover	$411.51	4	$ 1,646.04
TOTAL PROPERTY H-6			$ 2,312.96

I. RESERVOIR PROPERTY MAINTENANCE

I-1 Torrey Pines Reservoir adjacent to 491 Pine Needles, maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-1			
Supervisory Inspection	$1.39	4	$ 5.56
Debris Removal	$3.04	4	$ 12.16
Weed Removal	$24.37	4	$ 97.48
Pruning - Shrubs / Groundcover	$71.08	4	$ 284.32
		TOTAL PROPERTY I-1	$ 399.52

I-2 Crest Reservoir adjacent to 700 Crest Rd., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1200 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-2			
Supervisory Inspection	$2.24	4	$ 8.96
Debris Removal	$4.92	4	$ 19.68
Weed Removal	$39.42	4	$ 157.68
Pruning - Shrubs / Groundcover	$114.97	4	$ 459.88
		TOTAL PROPERTY I-2	$ 646.20

I-3 11th St Reservoir, across from 545 11th St., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing approx. 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-3			
Supervisory Inspection	$2.94	4	$ 11.76
Debris Removal	$6.46	4	$ 25.84
Weed Removal	$51.70	4	$ 206.80
Pruning - Shrubs / Groundcover	$150.80	4	$ 603.20
		TOTAL PROPERTY I-3	$ 847.60

I-4 Zuni Reservoir, adjacent 626 Zuni Dr., maintain gravel free of weeds and debris. Maintain foliage to prevent intrusion through fencing. Approximately 1600 SF.

TASK	LABOR & MATERIAL	ANNUAL FREQUENCY	ANNUAL COST
Property I-4			
Supervisory Inspection	$2.94	4	$ 11.76
Debris Removal	$6.46	4	$ 25.84
Weed Removal	$51.70	4	$ 206.80
Pruning - Shrubs / Groundcover	$150.80	4	$ 603.20
		TOTAL PROPERTY I-4	$ 847.60

J. SUPPLEMENTAL AS-NEEDED LANDSCAPE MAINTENANCE AND TRIMMING SERVICES

J-1 Provide supplemental citywide as-needed landscape maintenance and trimming services as determined by City staff in City maintained areas such as open space, pathways parks, and medians. Services to be performed by a crew of four workers with one truck between the hours of 7:00AM-4:00PM. All traffic control for supplemental services will be set up, monitored, and taken down by the City of Del Mar. Hourly rate shall include all necessary tools and equipment required for the supplemental services. Extra work items required for the supplemental services shall be provided in accordance with Section VIII, IX, and X of the Scope of Work.

TASK	HOURLY RATE	ESTIMATED* ANNUAL FREQUENCY	ESTIMATED* ANNUAL COST
J-1			
Crew of Four Workers with One Truck	$35 x 4 = $140	40 hours	$5,600
		TOTAL J-1	$5,600

**The hours are estimated. The actual hours for supplemental services will be based on the needs of the City and will be billed based on the actual hours worked.*

K. As-Needed Irrigation Repairs or Replacement

K-1 Provide as-needed irrigation repairs and replacement. Includes repair or replacement of damaged, malfunctioning or failed components. Repair work does not include routine adjustments or controllers reprogramming, which are included separately as Irrigation Inspection. The Contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle in order to facilitate prompt irrigation system repairs.

TASK	HOURLY RATE	ESTIMATED* ANNUAL FREQUENCY	ESTIMATED* ANNUAL COST
K-1			
As-Needed Irrigation Repair Labor	$56.46	20 hours	$1,129.20
		TOTAL J-1	$1,129.20

**The hours are estimated. The actual hours for as-needed irrigation repairs or replacement will be based on the needs of the City and will be billed based on the actual hours worked.*

Total Amounts

Property	Total Cost per Year
A-1	$ 31,519.26
A-2	$ 3,111.20
A-3	$ 2,657.44
A-4	$ 4,943.40
A-5	$ 2,206.08
A-6	$ 368.32
A-7	$ 1,412.68
A-8	$ 471.04
B-1	$ 13,360.44
B-2	$ 26,126.24
B-3	$ 455.24
B-4	$ 446.68
B-5	$ 3,061.83
B-6	$ 6,585.34
C-1	$ 44,184.28
C-2	$ 4,177.08
C-3	$ 1,548.40
C-4	$ 1,253.24
C-5	$ 1,366.17
C-6	$ 1,722.68
D-1	$ 897.20
D-2	$ 526.68
D-3	$ 1,024.92
D-4	$ 648.80
D-5	$ 1,896.96
D-6	$ 648.80
D-7	$ 648.80
D-8	$ 648.80
E-1	$ 413.16
E-2	$ 656.32
E-3	$ 413.16

Property	Total Cost per Year
E-4	$ 164.64
E-5	$ 626.88
E-6	$ 413.16
E-7	$ 395.16
E-8	$ 2,391.84
E-9	$ 742.84
E-10	$ 660.80
E-11	$ 472.80
E-12	$ 472.80
E-13	$ 849.20
E-14	$ 835.16
E-15	$ 750.64
F-1	$ 472.80
F-2	$ 1,677.88
F-3	$ 1,343.68
F-4	$ 1,343.68
F-5	$ 936.52
G-1	$ 5,037.88
G-2	$ 7,762.16
H-1	$ 682.00
H-2	$ 2,923.04
H-3	$ 1,902.52
H-4	$ 3,533.52
H-5	$ 2,102.64
H-6	$ 2,312.96
I-1	$ 399.52
I-2	$ 646.20
I-3	$ 847.60
I-4	$ 847.60
J-1	$ 5,600.00
K-1	$ 1,129.20

Total Annual Cost for All Locations: **$** 209,677.96

Acceptance of the City's Standard Agreement

BrightView acknowledges review and acceptance of Attachment F , City's Standard Agreement, and requests no changes. BrightView accepts the City's indemnity and insurance requirements and will not request modifications.

Acceptance of RFP Addendums

BrightView acknowledges review and acceptance of all issued addendums prior to submission:

- Addendum No.1-2026 Citywide Landscaping Services.pdf received on February 17, 2026
- Addendum No.2-2026 Citywide Landscaping Services.pdf received on February 19, 2026

Other Information

BrightView offers additional value to the City of Del Mar beyond the minimum scope requirements outlined in this RFP. The following information highlights our financial stability, safety culture, sustainability leadership, workforce depth, risk management practices, and long-term partnership approach, all of which directly support the City's best value evaluation methodology and performance expectations.

Financial Strength and Long-Term Stability

BrightView is a publicly traded company listed on the New York Stock Exchange (stock ticker "BV"). This distinction reflects a high level of financial transparency, operational oversight, and long-term stability. Our financial resources allow us to:

- Maintain adequate staffing redundancy
- Invest in modern, compliant equipment
- Sustain service levels during economic fluctuations
- Absorb unexpected emergency costs without service interruption
- Maintain sufficient inventory of irrigation components and repair materials

Evaluation Criterion E emphasizes financial resources and the ability to perform promptly and without delay. BrightView's scale and capitalization ensure uninterrupted service delivery throughout the three-year initial term and any optional extension periods. The City can have confidence that BrightView will remain operationally and financially stable for the duration of the contract.

Commitment to Environmental Stewardship

The City of Del Mar places strong emphasis on environmental compliance, stormwater management, organic fertilization, and herbicide restrictions. BrightView's environmental protocols are aligned with these priorities and extend beyond minimum compliance.

Our environmental practices include:

- Strict adherence to glyphosate prohibitions
- Use of approved herbicides such as Cheetah Pro or equal
- Organic, slow-release fertilizer programs
- Manual and mechanical weed removal in restricted areas
- Pre-emergent timing compliance
- Irrigation water-use optimization
- Stormwater Best Management Practices implementation
- Documentation of pesticide labels and MSDS prior to application

Our irrigation technicians actively program controllers monthly to match plant water needs, reduce runoff, and prevent overspray onto hardscape. Rain shut-off devices are verified and adjusted seasonally. These measures support the City's compliance with Municipal Code stormwater and NPDES requirements. In addition, BrightView trains field staff to recognize nutrient deficiencies, irrigation inefficiencies, pest pressures, and erosion concerns early, allowing proactive correction before larger issues arise.

Safety Culture and Risk Management

BrightView maintains a strong safety culture embedded into daily operations. We conduct:

- Routine job hazard analyses
- Fall protection training for elevated planter work
- Equipment safety inspections
- Defensive driving training
- Pesticide handling certification training
- Incident reporting and corrective action procedures

Safety is directly tied to service continuity. A contractor with poor safety performance increases risk exposure to the City. BrightView's safety programs reduce that risk significantly.

All employees undergo E-Verification and background checks. Supervisors ensure that unauthorized personnel are never present on City sites. Equipment is maintained in clean, professional condition, and vehicles are clearly marked in compliance with the RFP requirements.

No-Blower Operational Adaptation

The City of Del Mar prohibits the use of leaf blowers with strict penalties for violations. BrightView has extensive experience operating in blower-restricted jurisdictions and has invested in vacuum-based debris removal equipment and manual policing techniques designed specifically for these environments.
Our crews are trained to:

- Sweep and vacuum hardscape thoroughly
- Avoid debris displacement into storm drains
- Maintain curb lines without air propulsion tools
- Remove dead weeds from paved areas after treatment
- Present a clean and polished appearance without reliance on blowers

This operational discipline prevents fines, protects public perception, and ensures compliance with City ordinance.

Workforce Depth and Operational Redundancy

BrightView maintains a robust labor pool and cross-trained crews to ensure uninterrupted service in the event of:

- Employee illness
- Vacation coverage
- Emergency responses
- Special event support
- Supplemental service requests

BrightView has the staffing depth and equipment capacity to scale services up or down without compromising baseline maintenance performance.

We maintain sufficient equipment inventory including:

- Aerators
- Turf renovation equipment
- Irrigation repair components
- Commercial vacuums
- Turf mowers appropriate for warm and cool season grass heights
- Hand tools for pruning and edging

This inventory ensures compliance with mowing height specifications, aeration depth requirements, and pruning standards as outlined in the RFP.

Documentation and Transparency

BrightView understands that public contracts require transparency and documentation. We maintain:

- Irrigation controller logs
- Fertilization schedules
- Inspection reports
- MSDS documentation files
- Pesticide application records
- Landscaping log entries

We provide written communication within 24 hours for noted deficiencies, leaks, or safety concerns in alignment with reporting requirements. Our documentation systems allow the City to verify compliance at any time.

Technology Integration

BrightView utilizes digital reporting platforms that allow supervisors and account managers to:

- Conduct property inspections with photographic documentation
- Track recurring issues
- Monitor irrigation efficiency
- Document completed tasks
- Maintain communication logs

These tools enhance accountability and support consistent service quality across all properties.

Partnership Approach

BrightView approaches municipal contracts as long-term partnerships rather than transactional service agreements. We actively collaborate with City staff to:

- Review seasonal adjustments
- Identify improvement opportunities
- Develop water conservation strategies
- Address public complaints quickly
- Support special events
- Maintain civic pride

Our goal is to reduce reactive corrections and instead deliver proactive, preventative landscape management.

Commitment to Best Value

The City's best value evaluation method recognizes that lowest cost may not equate to highest quality. BrightView's value proposition includes:

- Reduced rework due to quality assurance
- Lower long-term replacement costs through preventative plant care
- Decreased water waste through irrigation oversight
- Reduced liability exposure due to safety programs
- Minimized risk of regulatory penalties

We balance cost control with performance integrity, ensuring the City receives dependable, high-quality service throughout the contract term.

Conclusion

BrightView Landscape Services offers the City of Del Mar financial stability, environmental leadership, operational discipline, workforce depth, and a partnership-driven approach that extends well beyond basic landscape maintenance. Our systems are structured to protect public assets, enhance community aesthetics, maintain regulatory compliance, and ensure uninterrupted service delivery.

We are committed to serving the City of Del Mar with professionalism, accountability, and long-term reliability, and we welcome the opportunity to demonstrate our value as the City's landscape maintenance partner.

ATTACHMENT B – 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 City 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 RFP. 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 from the City.

	Equipment/Material	Manufacturer/Supplier/Specifications
1.	1 F250 w/ Trail	Ford
2.	1 Transit Irrigation Van	Ford
3.	1 Spray truck	Ford
4.	1 72-inch mower	Exmark
5.	1 48-inch mower	Exmark
	2 21-inch push mower	Exmark
	2 Leaf Vacuum	Billy Goat
	3 Weed Eater	Stihl
	3 Edge Trimmer	Stihl
	3 Pole Pruner	Stihl
	3 Backpack Sprayer	Stihl
	Post Emergent	Cheetah Pro
	Fertilizer	Nature Safe Organic

ATTACHMENT C - NONCOLLUSION AFFIDAVIT

State of California)
County of San Diego) ss.
)

David Moo (name), being first duly sworn, deposes and says that he or she is Business Development Executive/Asst. Secretary (title) of BrightView Landscape Services, Inc. (name of bidder), the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



SIGNATURE

2/24/26
DATE

ATTACHMENT B

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 RIVERSIDE

On 02/24/26 before me, MEHARDEEP SINGH SETHI-NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared DAVID MOO,

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 of Notary Public

(Notary Seal)

MEHARDEEP SINGH SETHI
Notary Public - California
Riverside County
Commission # 2395558
My Comm. Expires Mar 2, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

NON-COLLUSION AFFIDAVIT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☑ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT D - 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 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.

ATTACHMENT E - BIDDER'S SIGNATURE CERTIFICATE

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

BIDDER:

BrightView Landscape Services, Inc.
(Legal Name of Bidder)

by: David Moo
(Name)

Business Development Executive/Asst. Secretary
(Title)

(Signature)

Enrico Marogna

Senior Vice President

Dated: February 24, 2026, at 5:30pm

Business Address: 8500 Miramar Pl, San Diego, CA 92121

Telephone: (951) 406-5904

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.

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: April 7, 2026

SUBJECT: Task Order with NV5 for Initial Design of Utility Undergrounding Districts 2 (Beach Colony) and 25th Street

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve a $141,140 Task Order (TO) with NV5 for Initial Design of the Beach Colony and 25th Street Utility Undergrounding Districts (Attachment A); 2) Approve a $30,000 contingency; and 3) Authorize the City Manager to execute the Task Order and any subsequent amendments within the contingency.

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.

On August 26, 2024, the City Council formed the Beach Colony and 25th Street Utility Undergrounding Districts (UUDs). These are the next two districts slated for design and future construction following Stratford Court North (1B). Together, these districts include approximately 96 poles and 11,795 linear feet of overhead conversion from approximately 18th Street to San Dieguito River, including 318 properties and 432 residences and businesses. Approximately 124 of the homes or buildings within the Districts require undergrounding of their private service lateral at the expense of the property owner.

The Beach Colony District is located west of railroad right-of-way and north of Stratford Court North (1B) (Attachment B). The 25th Street District is located along 25th Street from Camino Del Mar to Ocean Front (Attachment C). The 25th Street District was established separately to utilize SDG&E 20A work credits, which is a separate funding source that will no longer be available to the City if not used by the end of 2030.

The preliminary estimated total project cost for the Districts is $13.0 million in FY2026 dollars, or $15.8 million in the year of construction anticipated from FY2030 to FY2032.

City Council Action:

More detailed cost estimates will be developed as the design progresses, and the final cost will be determined through the public bidding process.

On March 3, 2026, the City Council directed staff to advance the design for both Districts, with the decision whether to phase construction or construct the Districts together being made by the Council in the future based on establishment of financing guidelines and subsequent updating of Finance-As-You-Go cash flow modeling.

DISCUSSION/ANALYSIS:

Staff engaged NV5 to provide a proposal for design services following City Council direction to advance design for these districts. The City currently has an agreement in place with NV5 for as-needed dry utility engineering services related to implementation of the citywide UP. NV5 has extensive experience with undergrounding projects and is regionally recognized for its expertise in dry utility engineering. The firm has established working relationships with the utility companies and also serves as a contractor to SDG&E. In addition, NV5 operates as a fully in-house consulting firm, rather than relying on multiple subconsultants, which helps streamline project coordination and delivery.

Staff recommends that the City Council approve a $141,140 TO with NV5 to provide initial design services for the Districts (Attachment A). Staff elected to divide the pre-construction services into two phases, similar to other capital projects. This initial TO will provide services through the 30% SDG&E design milestone, with a subsequent TO planned for final design services to develop plans, specifications, and cost estimates (PS&E) for the construction bid package. This approach is preferred because it allows an opportunity to better define the final design scope based on the preliminary design, which helps minimize TO amendments. Approval of the subsequent TO also serves as a check-in point with the City Council.

The initial design services will include city coordination, development of a topographic and utilities survey, and 30% SDG&E design coordination and review and are expected to take approximately up to 1 year, at which time the subsequent task order for final design services will be issued. The design process for the Districts is anticipated to take an estimated 2.5 to 3 years. Furthermore, staff recommends $30,000 in contingency to account for potential task order amendments and to cover additional services that may be required, which include protected tree surveys.

FISCAL IMPACT:

City Council approval of the recommended action for this agenda item will provide authorization to amend the Fiscal Year (FY) 2025-2026 Operating and Capital Budget to allocate an additional $72,000 from the Measure Q Fund as shown below. The adopted budget already includes an appropriation of $100,000 for 25th Street District design services. Included with this approval is the transfer of $100,000 from the 25th Street project to the Beach Colony project account as listed below.

PROJECT	FUND	ACCOUNT	AMOUNT
UUD 2 – Beach Colony	Measure Q Fund	02.7000.7205	$72,000
UUD 25th Street	Measure Q Fund	02.7000.7207	($100,000)
UUD 2 – Beach Colony	Measure Q Fund	02.7000.7205	$100,000

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

This item is listed as a Tier 1 City Council priority for FY 2025-2026 and FY 2026-2027.

ATTACHMENTS:

Attachment A – Task Order with NV5
Exhibit A – Scope of Services
Attachment B – UUD 2 Beach Colony Map
Attachment C – UUD 25th Street Map

CITY OF DEL MAR

April 7, 2026

NV5, Inc.
Attn: Tamara O'Neal, PE
15092 Avenue of Science, Suite 200
San Diego, CA 92128
Tamara.oneal@nv5.com

SENT VIA EMAIL

RE: TASK ORDER & NOTICE TO PROCEED FOR INITIAL DESIGN OF UTILITY UNDERGROUNDING DISTRICTS 2 (BEACH COLONY) AND 25TH STREET – (ACCOUNT 02.7000.7205)

This Task Order (TO) and Notice to Proceed (NTP) is issued pursuant to the terms and conditions contained in the as-needed Civil Engineering, Dry Utility Engineering, Seawall Engineering, and Development Review Services Agreement between the City of Del Mar and NV5, Inc. (Consultant), the term for which is December 8, 2025, to December 8, 2028.

Consultant shall execute tasks related to the Initial Design of Utility Underground District 2 (Beach Colony) and 25th Street, as described in the Consultant's proposal dated March 26, 2026, and included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **$141,140** 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, 2027, 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

_____

Ashley Jones Date
City Manager

Accepted by:
NV5, Inc.

_____

Jeffrey M. Cooper, PE, EVP Date
Chief Operating Officer

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

Exhibit A: NV5, Inc. Services Scope of Work

SCOPE OF SERVICES

PN: 2680526-0016759.00

March 26, 2026

Martin Boyd
Principal Engineer
City of Del Mar Public Works Department
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

SUBJECT: Proposal for Beach Colony (2) & 25th Street Utility Undergrounding Districts — Task Order No. 1

Dear Mr. Boyd,

We are pleased to submit this proposal to the City of Del Mar (City) for the provision of professional engineering services in support of the Beach Colony (2) and 25th Street Utility Undergrounding Districts (Project/District). As discussed, the services were initially contemplated as two (2) task orders corresponding generally to the early project development and subsequent design phases. Following our internal review of the scope and to better align the proposal with the anticipated project delivery approach, NV5 has organized the scope of services into four (4) task orders. This structure separates the SDG&E Applicant Design scope and other optional services into distinct task orders, improving clarity and allowing more effective management of each effort. **This proposal includes the scope of services and fee for Task Order No. 1. Task Orders Nos. 2–4 are included under separate cover.**

PROPOSAL SECTIONS

Scope of Services
Additional Services
Clarifications and Exclusions

Fee Proposal

Appendix —
Firm & Team Qualifications

SCOPE OF SERVICES

Task Order No. 1: This task order includes services from project initiation, with the districts already established, through the City's 30% design review. The scope and associated fee assume a total duration of up to 12 months.

Task 1: Project Management and City Coordination

- This task includes project management, progress meetings, correspondence and schedule preparation, contract administration, quality assurance/quality control (QA/QC), and general technical coordination.
- NV5 will conduct a project area site walk with the City project manager.
- NV5 will conduct meetings and coordinate with the City project manager and utility companies (AT&T, Spectrum/Charter, and Crown Castle). These meetings are assumed to include three (3) attendees, with a total of 12 hours of meeting time per person over the duration of the task.
- NV5 will attend one (1) City Council meeting and provide supporting information as needed for other Council meetings (quarterly).
- NV5 will attend one (1) Undergrounding Program Advisory Committee (UPAC) meeting and provide information as needed for other UPAC meetings (quarterly).

Task 2: Topographic and Utilities Survey

- NV5 will prepare a topographic and utilities survey CAD file based on available records for use in the civil and utilities plans.
- The City will provide GIS data, utility maps, as-builts, CCTV sewer data, and protected tree survey.
- NV5 will coordinate with the utility companies to obtain available records.
- NV5 will coordinate property owner access as needed to complete the survey and perform field walks as needed.

- This task will include one round of City review.
- NV5 will conduct meetings and perform coordination for this task. These meetings are assumed to include three (3) attendees, with a total of 12 hours of meeting time per person over the duration of the task.
- NV5 will submit the final survey to SDG&E for their use in developing the base map.

Deliverables to the City for this task will include topographic and utilities survey data in CAD Files and PDF formats.

Task 3: SDG&E 30% Design Coordination and Review

- NV5 will facilitate a kick-off meeting with SDG&E as well as facilitating other meetings and coordination for this task. These meetings are assumed to include three (3) attendees, with a total of 12 hours of meeting time per person over the duration of the task.
- SDG&E's 30% design submittal will be anticipated approximately three (3) to six (6) months following submission of the topographic and utilities survey from Task 2.
- NV5 will conduct conflict checks, constructability, and value engineering reviews.
- NV5 will prepare a conceptual SDG&E electric exhibit reflecting the existing electrical conditions and proposed underground trench routing and substructure placement.
- NV5 will review these findings with SDG&E and develop a utility layout based on SDG&E's design to assist with the review.

Deliverables to the City for this task will include compiled comments for City review and transmittal to SDG&E.

ADDITIONAL SERVICES

If requested by the City, NV5 may provide the following additional services, beyond those included in the Scope of Services section, on a time-and-materials basis:

- Attendance at additional meetings beyond those identified explicitly in the Scope of Services.
- Any additional project-related services not explicitly included in the Scope of Services.

CLARIFICATIONS & EXCLUSIONS

General Clarifications

- Service lateral locations shown on exhibits or design drawings are conceptual and intended for coordination purposes only. Final service lateral routing, meter locations, and electrical service configurations on private property will be determined by the property owner and their licensed electrical contractor in coordination with SDG&E.
- The Topographic and Utilities Survey basemap will be developed using the following components:
  - Topographic survey and aerial mapping performed by NV5 Geomatics.
  - Utility record research and preparation of an existing utilities (EXUT) CADD drawing based on available record information.
  - Sewer lateral information obtained using the City's existing CCTV data.
- Utility mapping will rely on available utility records, agency archives, CCTV records, and visible surface features.
- The Topographic and Utilities Survey CAD file will be provided to SDG&E and other utilities for use in the development of the utility design basemap used for their design process.
- The Topographic and Utilities Survey basemap is intended to support the development of the applicant design. Final utility alignments, trench configurations, equipment locations, and system design remain subject to refinement and approval by the respective utility owners during their review process.
- Stationing may be shown on applicant design drawings where a surveyed alignment is used for reference along the joint trench or utility alignment.

- The City will administer the public bidding process. NV5 will prepare plans, specifications, and estimates and will assist with responding to bidder questions and preparation of addenda during the bidding phase as described in the task orders.
- The City will provide its standard contract documents for prevailing wage construction work in Microsoft Word format, which NV5 will edit for project-specific requirements as part of the PS&E preparation.

Survey & Utility Mapping Assumptions

- Utility owners and agencies will provide timely and reasonably accurate information necessary to support the preparation of the utility basemap.
- Utility record research will be limited to information publicly available or provided upon request by the relevant utility owners or agencies.
- NV5 will have reasonable access to the project site necessary to perform field work.
- All survey and mapping work will be performed by or under the responsible charge of a Professional Land Surveyor.
- The project area is assumed to be approximately 78 acres.
- The City will provide CCTV records of existing sewer services of all properties within phases 1 and 2 of this project. CCTV information will include horizontal locations of laterals that can be added to the base mapping.

Exclusions

Unless specifically authorized in writing, the following services are excluded from this proposal:

Utility Investigation

- Subsurface Utility Engineering (SUE) services
- Utility potholing
- Ground Penetrating Radar (GPR)
- Subsurface investigations
- Verification of underground utility depth or subsurface conditions

Boundary & Title

- Boundary research or boundary surveys
- Boundary determination or property line establishment
- Record of Survey or Corner Record preparation or filing
- Agency fees associated with survey filings
- Purchase of preliminary title reports
- Setting or monumentation of property corners

Survey & Construction Layout

- Construction staking and construction layout services
- Survey stationing or alignment control for construction purposes
- Delineation or staking of proposed improvements for construction or viewing

Traffic Control

- Traffic control services, traffic control permitting, and associated fees for survey or design activities

Environmental Services

- Environmental review, environmental permitting, and environmental processing

Stormwater & Drainage

- Preparation of permanent erosion control recommendations
- Storm Water Quality Management Plans (SWQMP)
- Permanent Best Management Practice (BMP) design measures

Geotechnical & Pavement Investigation

- Pavement investigations or testing
- Geotechnical investigations or geotechnical engineering services

Public Outreach & Traffic Engineering

- Public outreach services beyond property owner coordination described in the task orders
- Traffic engineering services

Electrical Facilities Outside Undergrounding Scope

- Street lighting service and private non-homeowner electrical services
- Electrical work on private property including:
  - Service lateral trenching
  - Electrical panel upgrades

- Meter relocation
- Electrical modifications on private property

Permitting

- Permit preparation, permit coordination, and permit fees

Utility Design

- Utility relocation design

Other Exclusions

- Wire height exhibits for overhead cables and wires (may be provided upon request for an additional fee)
- Any services not specifically identified in the Task Orders or fee estimate

Utility Information Disclaimer

Utility information depicted in the basemap or design drawings is based on available record drawings, field observations, the City's existing CCTV data, and information obtained from third parties. While reasonable efforts will be made to compile available information, the completeness and accuracy of underground utility information cannot be guaranteed. NV5 will not be responsible for utilities that are not shown on available records or that are inaccurately represented by others.

Thank you for the opportunity to submit this proposal. We look forward to the opportunity to work with the City of Del Mar and to support the successful delivery of this project. Should you have any questions regarding this proposal, please contact Tamara O'Neal at 858.385.2103 or tamara.oneal@nv5.com.

Sincerely,
NV5

Tamara O'Neal, PE
Director of Municipal Services

Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

FEE PROPOSAL — TASK ORDER NO. 1

NV5 proposes to provide the requested services on a time-and-materials basis with a total not-to-exceed fee, as detailed in the fee breakdown below. Services will be authorized and performed through task orders pursuant to NV5's existing agreement with the City of Del Mar dated December 8, 2025. This proposal is valid for 90 days from the date of submission.

TASK NO.	WORK DESCRIPTION	NV5 - 268																NV5 - 276/303																		NV5 - 274								NV5 - 282/275								TOTAL FEE
		Principal (1)		Principal (2)		Senior Project Manager (1)		Project Manager (1)		Senior Designer		Designer 2		Senior Engineer		Associate Engineer		Project Coordinator 2		Aerial Mapping	Senior Project Manager (2)		Senior Surveyor		Project Manager		Assistant Surveyor		CADD Tech III		CADD Tech I (1)		1 Person Survey Crew (GPS) (Robotic)(Prevailing Wage)		Project Assistant		CADD Tech I (2)		Design Supervisor		Project Manager		Principal		Project Manager (2)		Senior Engineer		Assistant Engineer		
		$324		$324		$281		$253		$193		$180		$206		$178		$144			$281		$206		$150		$167		$160		$116		$198		$105		$116		$185		$163		$309		$253		$206		$167		
		HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	FEE	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	
1.0	TASK ORDER NO. 1																																																	
1.1	Task 1: City Coordination	12	$3,888	12	$3,888	5	$1,405	25	$6,325	8	$1,544		$0		$0		$0	8	$1,152	$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	10	$3,090	4	$1,012		$0		$0	$22,304
1.2	Task 2: Topographic and Utilities Survey	5	$1,620	10	$3,240	5	$1,405		$0	5	$965		$0		$0		$0	0	$0	$17,202		$0	6	$1,236	5	$750	8	$1,336		$0	20	$2,320	12	$2,376	14	$1,470	62	$7,192	6	$1,110	24	$3,912	8	$2,472	16	$4,048	60	$12,360	96	$16,032	$81,046
1.3	Task 3: SDG&E 30% Design Coordination and Review	12	$3,888	12	$3,888	5	$1,405	35	$8,855		$0		$0		$0		$0	8	$1,152	$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	2	$618	32	$8,096	48	$9,888		$0	$37,790
Total (Task Order No. 1)		**29**	**$9,396**	**34**	**$11,016**	**15**	**$4,215**	**60**	**$15,180**	**13**	**$2,509**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**16**	**$2,304**	**$17,202**	**0**	**$0**	**6**	**$1,236**	**5**	**$750**	**8**	**$1,336**	**0**	**$0**	**20**	**$2,320**	**12**	**$2,376**	**14**	**$1,470**	**62**	**$7,192**	**6**	**$1,110**	**24**	**$3,912**	**20**	**$6,180**	**52**	**$13,156**	**108**	**$22,248**	**96**	**$16,032**	**$141,140**

APPENDIX

FIRM & TEAM QUALIFICATIONS



South Santa Fe Road Improvements & Rule 20B Poleline Conversion

CITY OF VISTA

The City of Vista launched a multi-million dollar downtown revitalization project several years ago that included the undergrounding of utility lines, narrowing South Santa Fe Road from four lanes to two, designing two new roundabout traffic circles, new sidewalks, streetlights, landscaping, a veterans memorial park, public art pieces, and two arched "Vista" monument signs at either end of Paseo Santa Fe. NV5 provided critical dry utility planning and coordination services for the South Santa Fe Road Widening project. This included forward planning, preliminary design, cost estimating, and final design project management for the redevelopment project. Extensive coordination and management of the numerous utilities involved with the project included: SDG&E electric and gas systems, AT&T Telephone systems, and Cable Systems (Cox Communications and Time Warner Cable).

- **Dates:** 2016-2020

Discovery Street Improvements & Rule 20B Poleline Conversion

CITY OF SAN MARCOS

A long-range specific plan developed over several years by the City of San Marcos called for the development of a comprehensive 214-acre "downtown" area that the City refers to as the San Marcos Creek District. NV5 was enlisted to provide dry utility services for Phase 1, a $104M project that involved the development of infrastructure to support the overall plan. NV5's dry utilities team did the following: provided site analysis, reviewed franchise utilities, conducted initial meetings with the dry utility companies, created and reviewed with the City of San Marcos a concept utility exhibit to identify the existing utility company-related systems located in the area, and the potential new underground and overhead utility systems planned for the new project, and developed a cost estimate summary report with written findings and recommendations for each utility company. In addition, NV5 created and finalized the SDG&E Applicant Design for the 12 kV Rule 20B electric overhead and underground poleline conversion. NV5 provided the coordination and management with each dry utility for the final utility design, agreements, and construction coordination for the scheduling, installation and energizing of the project.

- **Dates:** 2012-2022

Design Oversight for Greenwich Village UUAD

CITY OF HERMOSA BEACH

NV5 is providing design oversight and management for the undergrounding of existing overhead utilities. Our duties include coordination with stakeholder utilities (SCE, Frontier and Crown Castle) to facilitate timely completion of the design and construction documents; prepare and maintain project schedule and budget, and monitor status of design; conduct regular progress meetings with City and stakeholder utilities; provide regular status updates to City Staff; and, represent the City in all design phases.

- **Dates:** 2020-Present







Assessment Engineering for Utility Undergrounding Districts (Rule 20B)

CITY OF SOLANA BEACH

NV5 is currently providing comprehensive assessment engineering services, assisting the City of Solana Beach with the establishment/formation of utility undergrounding districts. NV5 is currently assisting with the Pacific Avenue - Phase II, Glenmont/Mar Vista/Marview and Nardo/Granados/Rios Utility Undergrounding Districts.

- **Dates:** 2023-Present

Village Undergrounding Feasibility Study

CITY OF LA QUINTA

NV5 is providing engineering consultant services to the City of La Quinta to update cost estimates for the undergrounding of overhead power, telephone and cable television utility lines within six areas of the community. The NV5 team is responsible for updating the previous cost estimate report done in 2010, and reaching out to businesses and stakeholders in "The Village" commercial zone and preparing an undergrounding phasing plan for this area; coordinating meetings with the City and Imperial Irrigation District (IID) staff to verify the City's goals of the study and review any changes in IID's design standards, policies and/or procedures that might impact a future undergrounding project; and preparing the updated study, including assumptions, cost estimates and potential funding alternatives that the City may wish to pursue.

- **Dates:** 2023-Present

Tamarisk Utility Undergrounding Support

CITY OF PALM DESERT

NV5 assisted the City with obtaining easements in support of the Tamarisk Utility Undergrounding Project. NV5's services included identifying and contacting the owners of different parcels where the need for additional public right-of-way has been identified as necessary for project completion; communicating directly with those individuals to discuss the project and the City's intent to obtain additional easements; answering questions based on the City's protocol and the project itself; arranging a mobile notary and establishing a date and time to meet with the property owners; obtaining notarized signatures on the required forms; and securing the hard copy documents and delivering them to City Hall.

- **Dates:** 2021





Del Mar Reconfiguration

SAN DIEGO GAS & ELECTRIC

San Diego Gas & Electric (SDG&E) contracted with NV5 to provide engineering and drafting services for its Del Mar Reconfiguration Project. The project was developed to help increase system capacity and reliability while also improving safety and aesthetics in surrounding communities by undergrounding existing lines.

The project is located in the northwestern portion of the City of San Diego and the City of Del Mar, with a portion of the project located in the San Dieguito Lagoon, Los Peñasquitos Lagoon, and Torrey Pines State Natural Reserve. It included the following three separate phases:

Phase 1: This phase involved the reconfiguration of an overhead transmission line in Del Mar, which included the installation of a new one-mile section of 69kV power underground along Via de la Valle. The installation of the transmission line required the team to determine the trench alignment by pot-holing all existing utilities crossing the proposed alignment, which resulted in a total of 44 pot holes. Phase 1 also involved the installation of two new steel poles on the east end inside the Del Mar Horse Park property. In total, more than 700 feet of overhead power line was removed.

Phase 2: Conversion of distribution lines in Del Mar and San Diego was the focus of Phase 2 that involved the conversion of approximately 3/4 mile of overhead power lines to underground and removal of five existing wood poles. It also involved the removal of two existing wood poles and conversion of approximately 630 feet of existing overhead distribution line to underground.

Phase 3: This phase involved the removal of a 69kV transmission line which extended approximately six miles from the Del Mar Substation to the intersection of Vista Sorrento Parkway and Pacific Plaza Drive. As part of this phase of the project, 35 existing transmission poles and power lines were permanently removed from the lagoon areas and Torrey Pines State Reserve.

NV5 worked with SDG&E to reduce environmental impacts in coastal wetlands near and within the San Dieguito Lagoon, Los Penasquitos Lagoon, and Torrey Pines State Natural Reserve by removing an existing power line from those areas.

- **Dates:** 2022-2024





3 Roots Master Planned Community 69 Kv East-West Conversion

SAN DIEGO GAS & ELECTRIC

This project realigns and undergrounds four (4) existing 69 kV overhead transmission lines. An east-west 69 kV overhead alignment that traveled approximately 5,700 feet to the existing Fenton Substation needed to be relocated and primarily converted to underground. The conversion relocation consisted of approximately 1,000 feet of overhead lines and 6,000 feet of underground that were primarily relocated along the northern portion of the right-of-way.

The single and double 69 kV circuit alignments now extend from the existing system and underground before daylighting back to overhead. Once overhead again, the circuits required reconfiguration back to single and double 69 kV arrangements across the creek and tie back into the existing pole lines within the current SDG&E transmission easement and corridor.

NV5's role on this project was to assist SDG&E in the feasibility of this project. The feasibility study has included the following:

- Review of the East-West 69 kV alignment.
- Consideration of a conversion relocation consisting of approximately 1,300 feet of overhead lines and 6,300 feet of underground to be located along the northern and southern portions of the right-of-way at the proposed Carroll Canyon Road improvements.
- Consideration of linear routes that avoid interfering with streets, instead undergrounding the 69 kV transmission circuits within the developer requested easements.

In short, the feasibility reviews have included multiple easement, alignment, and overhead (OH) and underground (UG) conversion scenarios for all 69kV circuits under consideration. These reviews have required multiple OH and UG design iterations and detailed investigations into whether or not the system configurations could be achieved and supported based on the requests of the developer.

▸ **Dates:** 2015-2016



CONTACT INFO
tamara.oneal@nv5.com

EXPERIENCE
30 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 69107

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

California Stormwater Quality Association (CASQA)

California Building Officials (CALBO)

TAMARA O'NEAL, PE

Project Manager

Ms. O'Neal has more than 30 years of experience in municipal engineering services, including capital improvement and development review project management, utility undergrounding support, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services and environmental restoration services.

Project Experience

Village Undergrounding Feasibility Study

CITY OF LA QUINTA | LA QUINTA, CA

Project Engineer. Ms. O'Neal is part of the team providing engineering services to the City of La Quinta to update cost estimates for the undergrounding of overhead power, telephone and cable television utility lines within six areas of the community. The NV5 team is responsible for updating the previous cost estimate report done in 2010, and reaching out to businesses and stakeholders in "The Village" commercial zone and preparing an undergrounding phasing plan for this area; coordinating meetings with the City and Imperial Irrigation District (IID) staff to verify the City's goals of the study and review any changes in IID's design standards, policies and/or procedures that might impact a future undergrounding project; and preparing the updated study, including assumptions, cost estimates and potential funding alternatives that the City may wish to pursue.

Underground Utility Assessment District No. 2022-1 (Stonehill Drive)

CITY OF DANA POINT | DANA POINT, CA

Project Engineer. Ms. O'Neal is part of the team responsible for preparing a Preliminary and Final Engineer's Report for a Rule 20A Underground Utility District on Stonehill Drive between Golden Lantern and Del Obispo Street, which has been approved by City Council. There are 42 parcels in the District.

Assessment District No. 118

CITY OF NEWPORT BEACH| NEWPORT BEACH, CA

Project Engineer. Ms. O'Neal is part of the team responsible for preparing a petition package for a new proposed district, which includes a preliminary boundary map, a property owner database, and estimated costs. The district is generally bordered by East 15th Street, Irvine Avenue, Cliff Drive, and Westminster Avenue, and contains approximately 597 parcels.

Tamarisk Utility Undergrounding Support

CITY OF PALM DESERT | PALM DESERT, CA

Project Engineer. Ms. O'Neal obtained easements in support of the Tamarisk Utility Undergrounding Project. NV5's services included identifying and contacting the owners of different parcels where the need for additional public right-of-way has been identified as necessary for project completion; communicating directly with those individuals to discuss the project and the City's intent to obtain additional easements; answering questions based on the City's protocol and the project itself; arranging a mobile notary and establishing a date and time to meet with the property owners; obtaining notarized signatures on the required forms; and securing the hard copy documents and delivering them to City Hall.

CONTACT INFO
gregg.butsko@nv5.com

EXPERIENCE
36 years

EDUCATION
Business Management

AFFILIATIONS
California Public Utilities Commission

California Building Industry Association

Southern California Building Industry Association

San Diego Building Association

Northwest Public Power Association

Western Energy Institute
Edison Electric Institute
Cal Poly Pomona - UPC

GREGG BUTSKO

Utility Engineer

Mr. Butsko has more than 35 years of utility planning and design experience. He has extensive experience in a diverse range of project types such as master planned communities, resorts and hospitality projects, public works and government improvement, campuses, and large-scale re-development projects throughout California, West Coast, and across the country.

Project Experience

3 Roots Master Planned Community

MESA CANYON COMMUNITY PARTNERS | SAN DIEGO, CA

Principal-In-Charge. Provided the SDG&E Applicant Design for new business gas and electric distribution line extension systems to provide safe, reliable service to the 1,800 residential unit community. SDG&E planning and final Applicant Design will encompass backbone roadways, in-tract streets, residential areas, retail areas, active parks as well as a 12kV Underbuilt poleline undergrounding/relocation in Carroll Canyon Road (approximately 3,500 LF) to be coordinated and designed along with a 69kV Transmission undergrounding/relocation.

Village Undergrounding Feasibility Study

CITY OF LA QUINTA | LA QUINTA, CA

Project Engineer. Mr. Butsko is part of the team providing engineering consultant services to the City of La Quinta to update cost estimates for the undergrounding of overhead power, telephone and cable television utility lines within six areas of the community. The NV5 team is responsible for updating the previous cost estimate report done in 2010, and reaching out to businesses and stakeholders in “The Village” commercial zone and preparing an undergrounding phasing plan for this area; coordinating meetings with the City and Imperial Irrigation District (IID) staff to verify the City’s goals of the study and review any changes in IID’s design standards, policies and/or procedures that might impact a future undergrounding project; and preparing the updated study, including assumptions, cost estimates and potential funding alternatives that the City may wish to pursue.

Contract Engineering & Design

SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA

Principal. Services included planning, design and engineering for major overhead and underground electric projects. Projects range from Rule 20, underground conversion work; cable replacements; circuit extensions and cut-over; system reliability projects; capacitor re-closures; SCADA installations; overhead and underground relocations; new business line extension and service order planning; and design for backbone systems, residential, commercial and industrial use.

CONTACT INFO
clemente.ventura@nv5.com

EXPERIENCE
19 years

EDUCATION
B.S. Regional Development

REGISTRATIONS
SDG&E OU/UG/Gas/Transformer Vaults Qualified Designer

CLEMENTE VENTURA

Utility Engineer

Mr. Ventura has 19 years of design experience in electrical distribution design, project management, and planning. He is currently overseeing the Dry Utility Design Group and utilizes his technical expertise to mentor the design staff and oversee the projects from inception to completion.

Project Experience

C0909 Underground - Electric
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Managed design layout for SUG project. Design consulting/Design layout.

La Media Rd & Truck Route Improvements
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design review and consulting.

8555 Aero Dr - Underground Extension
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design and finalize material units.

8555 Aero Dr - Temp Pwr Install
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design and finalize material units.

8555 Aero Dr - Primary and XFMR Removal
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design and finalize material units.

REL-170 Clairemont Mesa West Imp 1 Underground
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design review and consulting.

NB3 PoSD Shore Power PH1
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design and finalize material units.

4517 Oregon St Overhead Secondary Relocation
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design and finalize material units.

1120 Broadway
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA
Distribution Design Manager. Design review and finalize for client.

CONTACT INFO
robert.richardson@nv5.com

EXPERIENCE
21 years

EDUCATION
A.S. Drafting Technology,

A.A. General Education

REGISTRATIONS
Qualified SDG&E Applicant Designer – Overhead & Underground

Shielded Metal Arc Welding (SMAW) Welding Certificate – 1" to Unlimited

ROBERT P. RICHARDSON IV

Utility Engineer

Mr. Richardson is a seasoned utility design professional with over 20 years of experience in electric powerline construction, engineering, and project management with a proven ability to deliver high-quality, compliant, and cost-effective solutions for overhead and underground transmission and distribution systems. He is known for ethical leadership, strong utility relationships, and a passion for mentoring the next generation of designers and brings a unique three-point perspective to every project-design, engineering, and construction-to ensure constructible, efficient outcomes.

Project Experience

12 kV, C182 Citricado Parkway Extension – New Underground System

SAN DIEGO GAS & ELECTRIC | ESCONDIDO, CA

Senior Project Manager and Design QA/QC. Responsible for coordinating the undergrounding and relocation designs and provided internal QA/QC for accuracy and constructability. This project involved converting an existing overhead electric distribution system to an underground system in conjunction with the City of Escondido's road improvement plans.

12 kV, C182 Citricado Parkway Extension – New Underground System

SAN DIEGO GAS & ELECTRIC | ESCONDIDO, CA

Senior Project Manager and Design QA/QC. Responsible for coordinating the undergrounding and relocation designs and provided internal QA/QC for accuracy and constructability. This project involved converting an existing overhead electric distribution system to an underground system in conjunction with the City of Escondido's road improvement plans.

12 kV, Woodcrest Jamul 20B Conversion

SAN DIEGO GAS & ELECTRIC | JAMUL, CA

Senior Project Manager and Internal QA/QC Reviewer. Responsible for coordinating the undergrounding design. This project involved converting an existing overhead electric distribution system to underground electric to accommodate the customer's project needs.

12.47 kV, ESH C1215 SUG

SAN DIEGO GAS & ELECTRIC | CRESTWOOD, CA

Internal QA/QC Reviewer. Responsible for performing internal 3rd party review of the underground conversion designs and construction drawings to ensure compliance with SDG&E design and drafting requirements. The project includes converting existing overhead electric distribution system to underground electric to meet SDG&E's undergrounding initiative in CPUC's Tier 3 areas.

CONTACT INFO
jon.rowland@nv5.com

EXPERIENCE
20+ years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 70191

LEED AP (USGBC)

Certified Instructor for Project Management Training

Certified Design Quality Control Manager

AFFILIATIONS
American Society of Civil Engineers – Director

Society of American Military Engineers

JONATHAN (JON) ROWLAND, PE, LEED AP

Civil Engineer

With over 20 years of professional engineering experience, Mr. Rowland specializes in civil engineering and design services for complex infrastructure projects, including utility undergrounding. He is an effective communicator and collaborator, experienced in coordinating with utility companies, agencies, and multidisciplinary teams to develop practical, well-integrated design solutions.

Project Experience

San Diego International Airport 12KV Relocation

SAN DIEGO REGIONAL AIRPORT AUTHORITY | SAN DIEGO, CA

Project Manager. Mr. Rowland was the Project Manager for $17M project that relocated 12KV electrical service at San Diego International Airport's Terminal 2. The project included horizontally designing and profiling electrical duct banks and manholes that would later serve the Terminal 2 Expansion Project. Project also included coordination with the City of San Diego and SDG&E for off-site work in Harbor Drive.

Power Your Drive

SAN DIEGO GAS & ELECTRIC | SAN DIEGO AND ORANGE COUNTY, CA

Project Manager. Mr. Rowland was the Project Manager for SDG&E's pilot electrical vehicle charging program. The project scope included the installation of 3,000 electrical vehicle (EV) charging nozzles within various existing parking lots and garages throughout San Diego and Orange counties. NV5 provided civil engineering, ADA design, horizontal control for power conduit, surveying, due diligence efforts, agency permitting and construction support on over 100 separate sites. 20% of Power Your Drive sites were located within parking garages. 80% of sites required ADA design and path-of-travel verification.

Glorietta Bay Redevelopment

CITY OF CORONADO | CORONADO, CA

Lead Project Civil Engineer. Mr. Rowland was the Lead Project Civil Engineer for the $30M waterfront project that included a new City Hall, Community Center Building, roadway, and pedestrian promenade. Design included grading and drainage, demolition, horizontal control, relocated water lines, drainage utilities, Storm Water Management Plan (SWMP), street repair, and realignment plans, specifications, construction cost estimates and a SWPPP. Project was the first in San Diego County to successfully use permeable pavers as part of the stormwater design.

Life Safety Road Design

SOUTHWESTERN COLLEGE | CHULA VISTA, CA

Lead Project Engineer for the major $10M campus infrastructure project that entirely rebuilt the campus' vehicular loop road, reconstructed multiple parking lots, provided extensive ADA upgrades, replaced the fire service loop and realigned pedestrian access. Also included grading, campus-wide stormwater design, traffic and pedestrian studies, DSA and City of Chula Vista approval.

CONTACT INFO
andy.karydes@nv5.com

EXPERIENCE
35 years

LICENSES/CERTIFICATES
Professional Land Surveyor (CA) No. 7442

AFFILIATIONS
North County Civil Engineers and Land Surveyors (NCCELS), Member

Associated General Contractors, San Diego Chapter, Member

California Land Surveyors Association (CLSA), San Diego and State Chapters, Member, Past State Board Representative 2008, Past President 2007

National Society of Professional Surveyors (NSPS), Member

Building Industry Association (BIA), San Diego Chapter, Past Member

ANDREW (ANDY) KARYDES, PLS

Surveyor

Mr. Karydes has 35 years of professional experience in the field of land surveying. Mr. Karydes' experience includes boundary surveys, ALTA surveys, subdivision maps, parcel maps, records of surveys, terrestrial topographic and aerial photogrammetric surveys, construction surveys and staking, horizontal and vertical control surveys, as-built surveys, records research, the preparation of legal descriptions and easement plats, map check and expert witness testimony. He manages survey teams, contract administration, budgets, resource allocation and scheduling. Mr. Karydes has provided surveying services for public and private projects, including for SANDAG, NCTD, Caltrans, Cities of San Diego, Oceanside, Poway, Encinitas, Carlsbad and Del Mar, Otay Water District, and Sempra Energy/SDG&E.

Project Experience

Del Mar Bluff Stabilization Project 3

SANDAG

Principal Surveyor responsible for providing horizontal and vertical control field checks and cross-section surveys along the Del Mar Bluff (approximately 40 acres).

Terminal 2 West Expansion Landside Improvements, Green Build

SAN DIEGO INTERNATIONAL AIRPORT

Principal Surveyor responsible for verifying, updating, and maintaining owner provided topographic mapping for a 70-acre site, including records research for the property line survey and mapping information for the common property line between the Airport, adjoining City Property, and Harbor Drive right-of-way.

Pump Station 1 Modification and Force Main Project

CITY OF CORONADO | CORONADO, CA

Principal Surveyor responsible for records research and a field survey to locate and verify horizontal and vertical project control based on County of San Diego Survey Control for use during the aerial, topographic mapping and right-of-way survey to construct approximately 14,334 LF of 8-inch HDPE sewer force main and pump station modifications to include an odor control system in order to extend City sewer services to the approved NBC Coastal Campus, including a field survey to identify and locate horizontally and vertically requested potholes. SDE conducted a supplemental field survey to locate and identify other topographic features to include hardscape, utilities, facilities and/or other man-made or man-placed features obscured from view and not identified in the aerial photos for use in the preparation of final engineering design.

Coast Boulevard Sea Cave Emergency Stabilization Project

SAN DIEGO, CA

Mr. Karydes provided land surveying services in support of the design of the new road surface, storm drain replacement, and road stabilization. Services included locating existing horizontal & vertical project control, aerial and terrestrial topographic mapping, and construction staking for road surface and storm drain replacement, as needed.

CONTACT INFO
robert.cota@nv5.com

EXPERIENCE
15 years

REGISTRATIONS
Land Surveyor-in-Training:
CA #8097

AFFILIATIONS
California Land Surveyors Association (CLSA)

Urban and Regional Information Systems Association (URISA)

ROBERT COTA, LSIT

Surveyor

Mr. Cota brings 15 years of experience supporting electric transmission and distribution programs. He has extensive experience with LiDAR acquisition and processing, PLS-CADD line design engineering, and integration of survey and geospatial data to support accurate overhead line design and construction. His background includes coordination of field data collection, survey deliverables, and design validation to support fast-paced utility schedules and complex engineering requirements.

Project Experience

Fire Risk Mitigation Program (FiRM)

SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA

Provided project management support for FiRM. The project focused on replacing older 4 kV and 12 kV overhead distribution line elements using new technology and stricter design standards. NV5 survey crews supported initial PLS-CADD design data acquisition via traditional ground survey, High Definition Scanning (HDS), and aerial LiDAR via UAV or Helicopter. NV5 distribution designers and engineers used PLS-CADD 3D line design software to model existing and new overhead facilities to confirm structural integrity, conductor sagging, and appropriate phase and ground clearances. The NV5 design team used existing circuit information, job-walk feedback, PLS-CADD model analysis, and SDG&E Standards and department responses to create overhead and underground designs, SCADA plan, and Work Management Software labor and material entries to produce construction- ready job packages.

Camp Pendleton Wood-to-Steel Program

SAN DIEGO GAS & ELECTRIC | OCEANSIDE, CA

Responsible for PLS-CADD underbuild design. This project also consisted of four 69 kV overhead transmission line rebuilds, ranging from 5-8 miles in length apiece, as part of a wood-to-steel fire hardening program. His technical responsibilities as responsible engineer for these projects include PLS-CADD oversight, steel pole design, standard development and QA/QC of all design documents and engineering drawings.

SCADA Connect and NERC Reliability Assessment

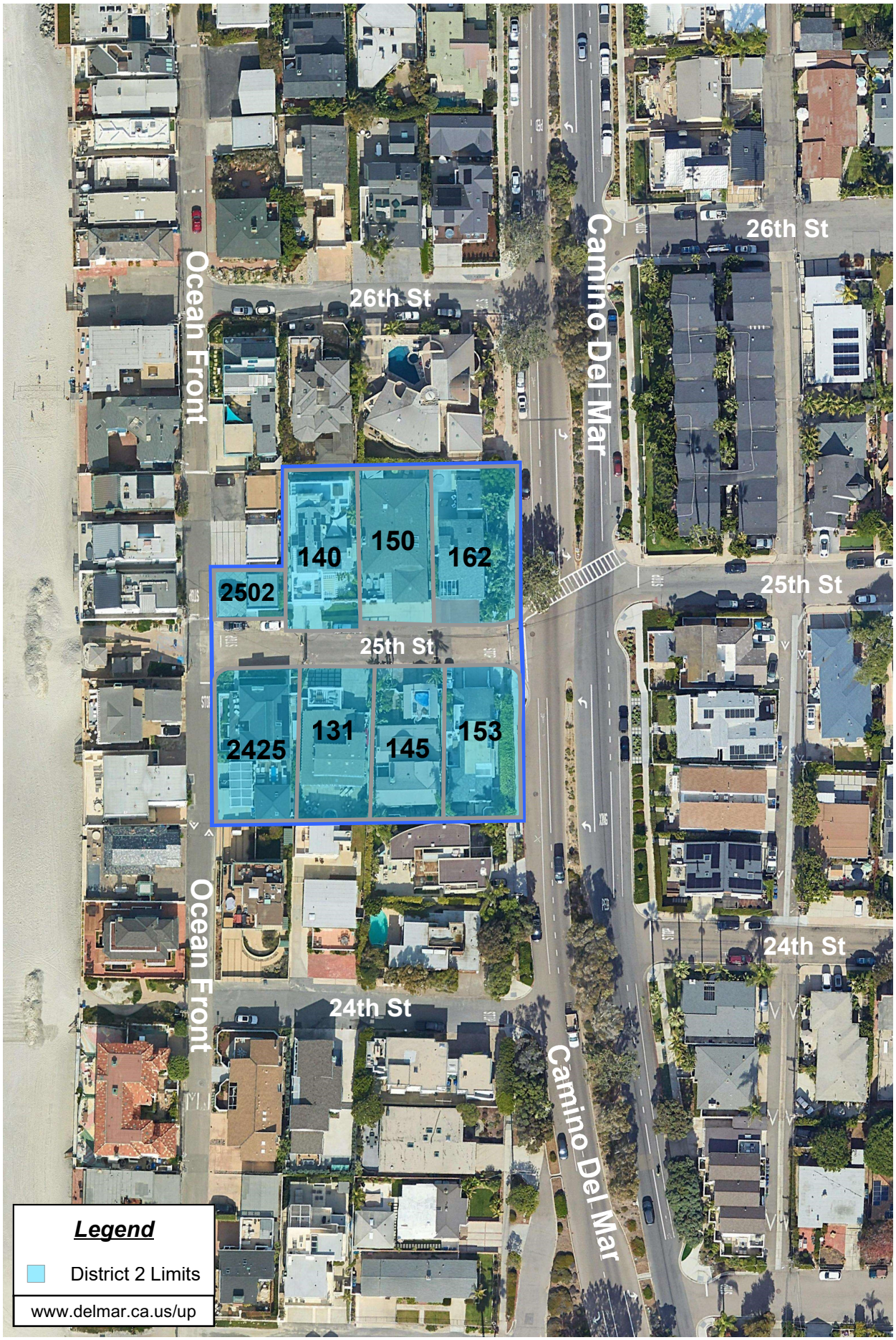
SAN DIEGO GAS & ELECTRIC | SAN DIEGO, CA

Installation of a new overhead SCADA fiber optic cable along a 25-mile 138 kV circuit while also assessing the entire pole line and its other attached 69kV circuit for NERC reliability concerns. The fiber optic design involving creating an as-built model in PLS-CADD, analyzing existing conditions for any strength failures or clearance violations, and checking the entire installation for local code compliance issues. After designing the fiber optic line addition, the revised PLS-CADD was again checked for strength failures and clearance violations, including an assessment of underbuild distribution facilities where installed. Pole replacements and interset poles were designed as needed. A full NERC Reliability Assessment was also prepared to confirm code-compliant line loading and clearances.

Utility Undergrounding District 2 (UUD 2) - Beach Colony



Utility Undergrounding District - 25th Street



City of Del Mar
Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Sarah Krietor, Administrative Services Manager
Kaitlyn Elliott-Norgrove, Special Projects & Programs Manager
Via Ashley Jones, City Manager

DATE: April 7, 2026

SUBJECT: Authorization to Purchase Two New Fire Vehicles and Apply for Del Mar Foundation Grant Funds to Support the Purchase

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Authorize the City Manager to execute purchasing documents with National Auto Fleet Group, utilizing Sourcewell Contract No. 081325-NAF, for the purchase of one (1) model year 2026 Ford F-250 crew cab pickup truck for a Fire Battalion Chief and one (1) model year 2026 Ford F-150 crew cab pickup truck for the Fire Marshal, including outfitting for both vehicles, in the total amount not to exceed $268,000; 2) Authorize the City Manager to apply for grant funding from the Del Mar Foundation to be applied toward the Fire Marshal vehicle cost and to execute all related documents; and 3) Authorize an amendment to the Fiscal Year 2025-2026 Operating and Capital Budget as described in the Fiscal Impact section of this report.

BACKGROUND:
In June 2025, the Encinitas City Council voted to exit the Cooperative Fire Management Services Agreement COOP (COOP) for shared fire management services with the cities of Del Mar and Solana Beach (Cities), effective March 31, 2026. Under an Interim Cost Sharing Agreement, the Cities brought on Interim Fire Chief Colin Stowell in January 2026, to help facilitate a smooth management transition and assist the Cities with hiring a permanent Fire Chief and development of a proposed Fire Department management structure. Additionally, the Cities approved hiring of an Interim Fire Marshal in February 2026. As the Cities bring on interim and permanent fire management personnel, the Cities need to procure and provide the necessary equipment and vehicles related to these positions.

DISCUSSION/ANALYSIS:
The Cities are currently preparing to add three initial key permanent positions including the Fire Chief, Fire Marshal, and Battalion Chief as part of the transition from the COOP with Encinitas. These positions will be critical to meet the needs of the Cities for fire prevention and emergency response services. Formal approval to hire permanent staff will come to Council for consideration in the coming months; however, due to purchase and outfitting timeframes, Council authority for purchase of vehicles for these positions is needed now to ensure fire operations continue smoothly when permanent staff is hired.

City Council Action:

The proposed vehicles for purchase are necessary to provide reliable transportation capable of supporting emergency response, field inspections, incident command activities, and transport of personnel and specialized safety equipment. These command vehicles serve as critical mobile assets that allow staff to respond rapidly to emergencies.

The acquisition of fire vehicles has been divided between the Cities to equitably share costs associated with shared personnel. The City of Solana Beach will purchase the Fire Chief vehicle and a fire utility truck, as approved by its City Council on March 25, 2026, while the City of Del Mar is proposed to purchase vehicles for the Fire Marshal and Battalion Chief positions. From an asset management and reporting standpoint, these vehicles will be directly owned by the purchasing City and would be repurposed or sold by that City should the COOP be dissolved in the future.

Del Mar Vehicle Purchases
To maintain consistency across both departments and shared management staff, fire vehicles will be standardized in make, model, and general outfitting, with variations in color, configuration, and equipment with some variations based on each position's operational role.

The Battalion Chief vehicle proposed for purchase by Del Mar will be a larger, red Ford F-250 pickup with extensive required outfitting, including a dual radio and monitor console system to function as a mobile incident command post, consistent with regional fire agency standards. Based on operational needs, emergency response expectations, facility limitations for electric charging, duty cycle, and maintenance considerations, a gasoline configuration is recommended for this vehicle purchase. The total cost for this vehicle is $169,500.

The Fire Marshal vehicle is proposed to be a smaller, white Ford F-150 pickup with more limited outfitting appropriate for fire prevention functions and consistent with existing City of Solana Beach fire prevention vehicles. Given its usage, available charging infrastructure at City Hall, and cost considerations, a hybrid configuration is recommended which will result in reduced emissions compared to a traditional gasoline vehicle for a minimal cost difference of $1,000. The total cost for this vehicle is $98,500.

Additionally, each of the new vehicles will be installed with emergency communication radios and associated vehicle graphics displays. These enhancements are essential to ensure operational readiness, maintain reliable field communications, and provide clear vehicle identification for emergency response. The communications systems will be the same as those in the existing fire vehicles and those to be purchased City of Solana Beach.

Purchasing Compliance
The procurement process for both vehicles complies with Del Mar Municipal Code Section 7.04.100 Cooperative Purchasing which allows the City to participate in cooperative purchasing agreements. The City participates in several cooperative purchasing organizations, including Sourcewell. These organizations establish and provide nationwide competitively solicited purchasing contracts for use by participating public agencies. To ensure efficiency and obtain the most favorable pricing, City staff recommends entering into an agreement with National Auto Fleet Group utilizing Sourcewell, Contract No. 081325-NAF for purchase of the vehicles identified above.

Del Mar Foundation Grant Application
Founded in 1982, the Del Mar Foundation (Foundation) is Del Mar's community foundation and its oldest 501(c)(3) nonprofit organization. The Foundation sponsors a wide range of programs and events, awards community grants, and manages over $9 million in endowment and reserve funds to support the Del Mar community's long-term needs. On an annual basis, the Del Mar Foundation solicits requests for funding from the City of Del Mar for community benefiting items. Based on initial conversations with Foundation representatives, the City has been invited to apply for a Foundation grant toward the purchase and outfitting of the Fire Marshal vehicle. If authorized for submittal by the City Council, the grant application is due by April 14, 2026, for consideration at the April 21, 2026, Foundation Grants Committee meeting. If the Committee advances the City's application, then the full Foundation Board will consider the request at its April 23, 2026, meeting.

FISCAL IMPACT:
Staff recommends the City Council authorize a budget adjustment and allocation up to $268,000 as shown in the table below which may be partially offset if grant funds are awarded by the Del Mar Foundation.

Fire Marshal

Description	Account	Fund	Amount
Vehicle F-150 Hybrid	01-5730-5500	General Fund	$61,000
Outfitting	01-5730-5500	General Fund	25,000
Radio System (1 radio)	01-5730-5500	General Fund	12,500
Total			**$98,500***

Battalion Chief

Description	Account	Fund	Amount
Vehicle F-250	01-5730-5500	General Fund	$69,500
Outfitting	01-5730-5500	General Fund	75,000
Radio System (2 radios)	01-5730-5500	General Fund	25,000
Total			**$169,500**

*If grant funds are awarded, total General Fund contribution toward the Fire Marshal vehicle will be reduced.

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.

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: April 7, 2026

SUBJECT: Approval of San Diego Gas & Electric Customer Payment Remittance for the Jimmy Durante Boulevard Bluff Stabilization Project

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council approve the San Diego Gas & Electric (SDG&E) Customer Payment Remittance for the Jimmy Durante Boulevard Bluff Stabilization Project in an amount up to $148,550 (Attachment A) and authorize the City Manager to execute any necessary documents and make the payment.

BACKGROUND:
On April 21, 2019, a significant bluff failure occurred between Jimmy Durante Boulevard (JDB) and 1970 Seaview Avenue resulting in earthen debris covering the eastern sidewalk and roadway. The City Council approved an emergency response contract, which resulted in stabilizing the bluff and the construction of a temporary retaining structure with 50-foot steel beams and timber lagging to prevent future failures. After the temporary retaining structure was complete, JDB re-opened on May 29, 2019.

Since then, the private property located just above the failure at 1970 Seaview Avenue has been redeveloped and regraded, incorporating a series of retaining walls and landscaping that resulted in less earthen loading on the City property below. The City's consultants subsequently performed survey mapping of the new topographic conditions and a geotechnical stability analysis of the City property and the three upslope adjacent properties to the west located at 1956, 1970, and 1974 Seaview Avenue.

Results of the geotechnical stability analysis determined that the existing retaining structure provides adequate stability factors of safety for the City property west of 1974 and 1970 Seaview Avenue and should be extended 45 feet to the south to proactively provide an adequate stability factor for the City property west of 1956 Seaview Avenue.

City Council Action:

In August 2024, the City Council authorized staff to proceed with engineering design, landscape architecture, bid packet preparation, and environment permitting for the Jimmy Durante Boulevard Bluff Stabilization Project (Project). On November 17, 2025, the City Council awarded a construction contract to New Century Construction Inc. for $772,192, approved related task orders for construction support services totaling $145,624, and authorized $77,219 in project contingency.

DISCUSSION/ANALYSIS:
OSHA regulations do not allow cranes or construction equipment within 20 feet of active overhead power lines above 350kV. The retaining structure construction requires cranes within 20 feet of the existing overhead powerlines and therefore coordination with SDG&E to perform an overhead outage is required.

During the initial JDB bluff failure emergency work performed back in 2019, SDG&E was able to perform an overhead outage more easily due to less than current loads on the overhead wires and the emergency nature of the work, and the City was not charged. The work currently being undertaken by the City to extend the retaining structure is not considered emergency work and therefore falls under the California Public Utilities Commission (CPUC) Rule 13 Tariff, which requires the City to pay for the work to be undertaken by SDG&E.

SDG&E's work includes both temporary underground and overhead installations and removals between two poles in the conflict area (Attachment B). Temporary installations involve pulling cable underground through existing empty fiber conduit under the sidewalk, as well as installing a cable pole, risers, terminator, connections, and switches. Temporary removals consist of dismantling these facilities once the overhead outage is complete. SDG&E currently estimates the cost of this work at $148,550 (Attachment A). Staff is working with SDG&E to review these costs, which may be subject to adjustment.

Unfortunately, due to the proximity of the wires and OSHA requirements, constructing the retaining wall necessitates an overhead outage, and no suitable alternative exists. The City's contractor is nearing completion of all actives preceding construction of the retaining structure. The project schedule requires SDG&E to complete the overhead outage before the contractor begins the retaining structure. Therefore, SDG&E's work is critical to complete the City's project timely and avoid costly delays.

FISCAL IMPACT:
No fiscal action is required by the City Council related to this agenda item. The fiscal impact of Council's authorization of the recommended action will result in an additional

up to $148,550 in Project expenditures. Sufficient funds for the identified work are available in the adopted Fiscal Year 2025-2026 Capital Budget.

ENVIRONMENTAL IMPACT:

The project is exempt from the California Environmental Quality Act (CEQA). CEQA Guideline Section 15301(d)-Class 1 (Existing Facilities) exempts projects involving the "operation, repair, maintenance...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Examples include existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and restoration or rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety. Section 15304(b)-Class 4 (Minor Alterations to Land), also applies as the areas disturbed by the proposed improvements would be restored with hydroseed to minimize erosion and planted with a variety of drought-tolerant landscaping. This project proposes extending the existing wall approximately 45 feet to the south, utilizing a similar soldier pile wall configuration and would require minor grading along the slope to accommodate the wall extension as proposed. After the wall extension is constructed, drought-tolerant native species would be installed as landscaping along the slope below the wall to reduce visibility of the wall and to visually blend the improvements into the existing setting. None of the exceptions listed under CEQA Guidelines §15300.2 apply to the project and no unusual circumstances are present that could lead to a significant environmental effect.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Jimmy Durante Boulevard Bluff Stabilization Project is a Tier 1 City Council priority project for FY 2025-2026.

ATTACHMENTS:

Attachment A – SDG&E Customer Payment Remittance
Attachment B – SDG&E Plans

CUSTOMER PAYMENT REMITTANCE

Billing Date:	March 27, 2026
Project #:	300000827001
Sales Order #:	1000029544

Customer / Project Name:	DT 1955 JIMMY DURANTE INST TP UD FAC
Project Location:	1955 JIMMY DURANTE BLVD DEL MAR 92014
SDG&E Contact:	Kimberly Reyes
SDGE Contact Phone:	--

Amount Due:	$ 148,550.00
Due Date:	June 25, 2026

Remarks: NO TAX. TP INSTALL. PHENELOPE ULLOA (619) 676-3947. REMITTANCE INCLUDES 3X832597 AND 3X832598.

Easy Ways to Pay

Pay Online with ACH
www.sdge.com/builder-services/pay

- Invoice available to pay online: March 28, 2026
- Input your ACH banking information

Project # **300000827001**

Sales Order # **1000029544**

Mail **allow up to 2 weeks for processing*
Check or Money Order

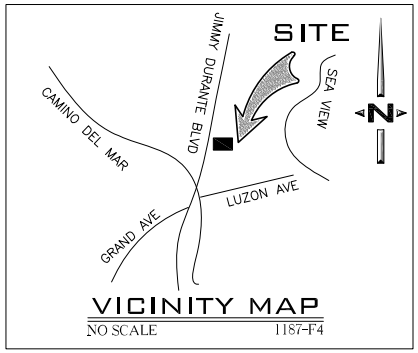
- Make Checks payable to: "SDG&E"
- Include this remittance with the check
- **Mail to:**

San Diego Gas & Electric
PO Box 25110
Santa Ana CA 92799

Preparer: Gabrielle Estrada

For internal use: 300000832597

JIMMY DURANTE UG TEMP FACILITIES INSTALL



VICINITY MAP
NO SCALE 1187-F4

**ALL OH LINES TO REMAIN
JOB TO TEMPORARILY DE-ENERGIZE OH WIRES BETWEEN P60940 AND P60930 BY INSTALLING TEMPORARY UG TO RE-FEED OH

NOTES

CUSTOMER IS RESPONSIBLE FOR:
- *TRENCH, EXCAVATION AND BACKFILL
- *CONDUIT (INCLUDING REDUCERS & ADAPTERS AT HANDHOLES)
- *SUBSTRUCTURES
- *CONCRETE/SIDEWALK BREAK & REPAIR
- *RETAINING WALLS

MAINTAIN A MINIMUM OF 5' WHEN PARALLELING WET UTILITIES AND 6" WHEN CROSSING

MAINTAIN 5' CLEARANCE BETWEEN TRANSFORMER PADS AND ALL WINDOW OPENINGS

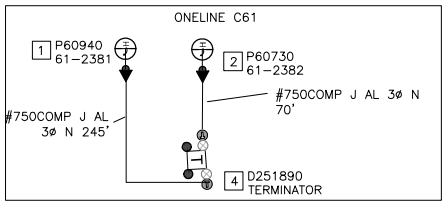
MAINTAIN 5' CLEARANCE BETWEEN VEHICULAR TRAFFIC AND PADMOUNTED EQUIPMENT

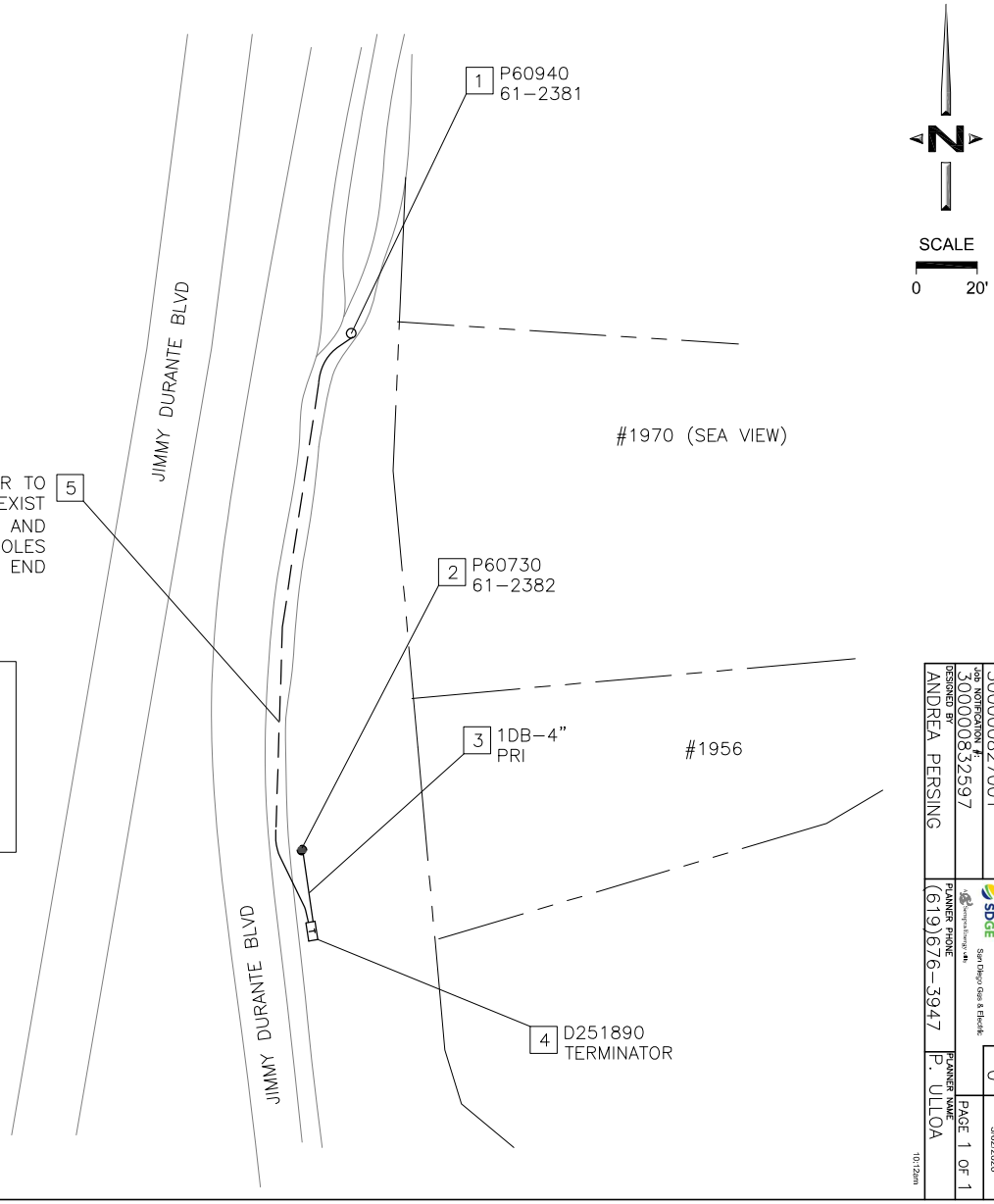
IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE TRENCH AND CONDUIT TO THE ENERGIZED SOURCE. EMPTY CONDUIT STUBS ARE INSTALLED FOR THE FUTURE USE OF THE UTILITY. IF THE STUB IS UNUSABLE, THE CUSTOMER MAY CLEAN OR REPAIR THE STUB, OTHERWISE, INSTALL NEW TRENCH AND CONDUIT TO THE SOURCE.

24 HOUR LINE TRUCK ACCESS TO SDG&E DISTRIBUTION AND SERVICE FACILITIES REQUIRED.

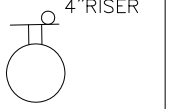
CUSTOMER: MARTIN BOYD
PHONE: 858-375-9531

WORK WITH OH JOB 300000832595

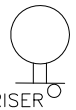




P60940 LOC 1
CABLE POLE DETAIL



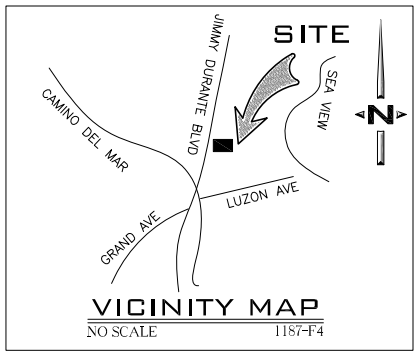
P60730 LOC 2
CABLE POLE DETAIL



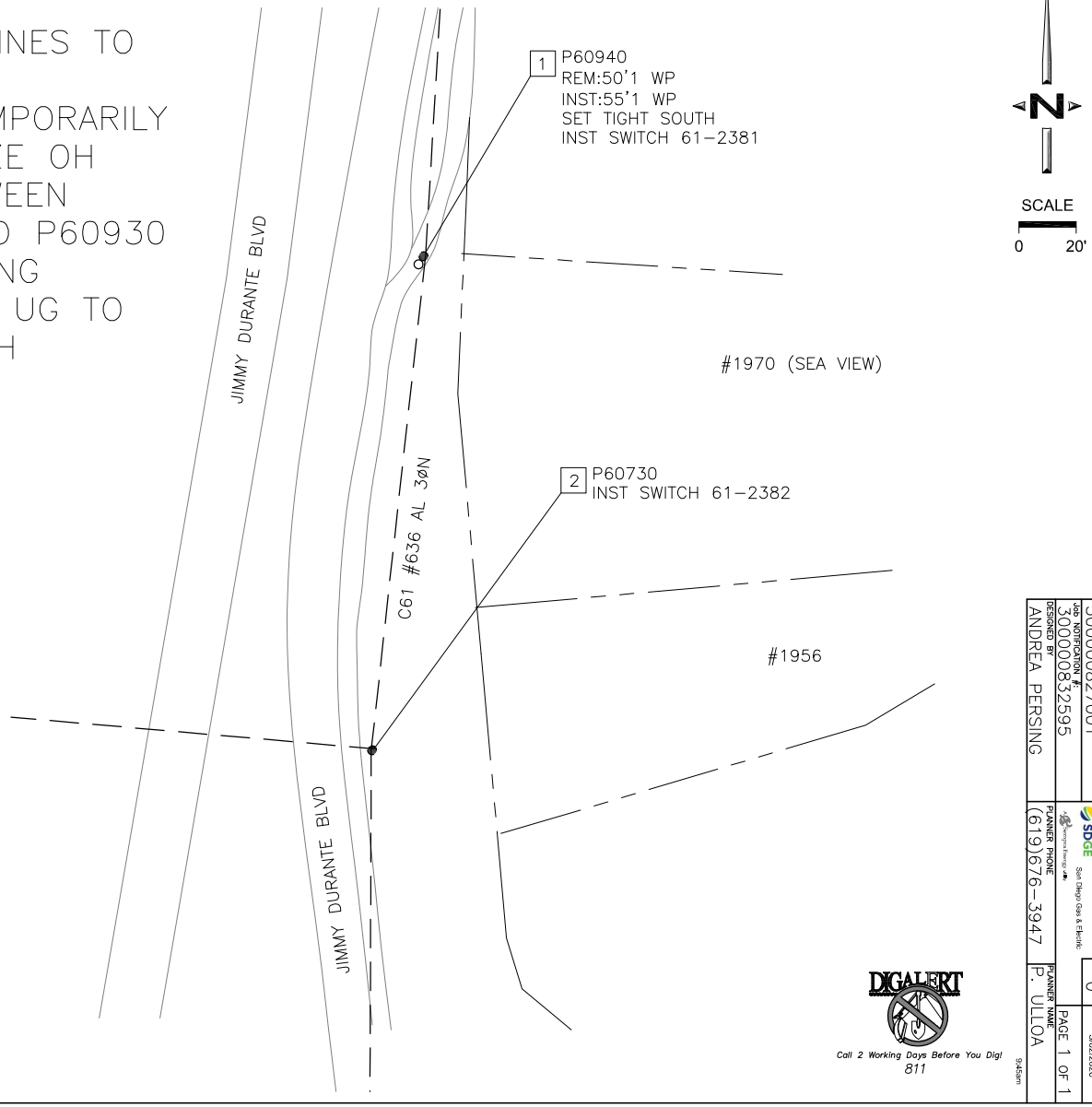
DIGALERT
Call 2 Working Days Before You Dig!
811

PROJECT NOTIFICATION #: 300000827001
JOB NOTIFICATION #: 300000832597
DESIGNED BY: ANDREA PERSING
SDGE San Diego Gas & Electric
PLANNER PHONE: (619)676-3947
PLANNER NAME: P. ULLOA
REV/SUPP: 0
DATE: 3/22/2026
PAGE 1 OF 1
10:12am

JIMMY DURANTE OH TEMP FACILITIES INSTALL



**ALL OH LINES TO REMAIN
JOB TO TEMPORARILY DE-ENERGIZE OH WIRES BETWEEN P60940 AND P60930 BY INSTALLING TEMPORARY UG TO RE-FEED OH

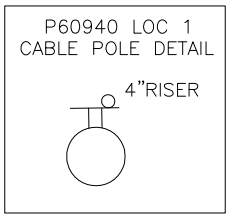


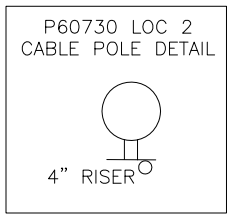
NOTES

24 HOUR LINE TRUCK ACCESS TO SDG&E DISTRIBUTION AND SERVICE FACILITIES REQUIRED.

CUSTOMER: MARTIN BOYD
PHONE: 858-375-9531

WORK WITH UG JOB 300000832597



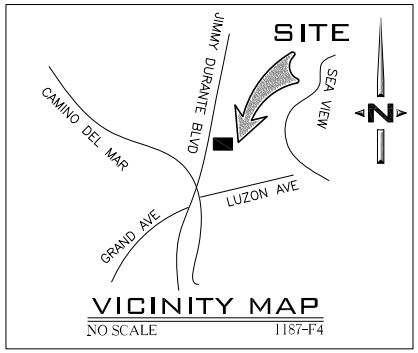


DIGALERT
Call 2 Working Days Before You Dig!
811

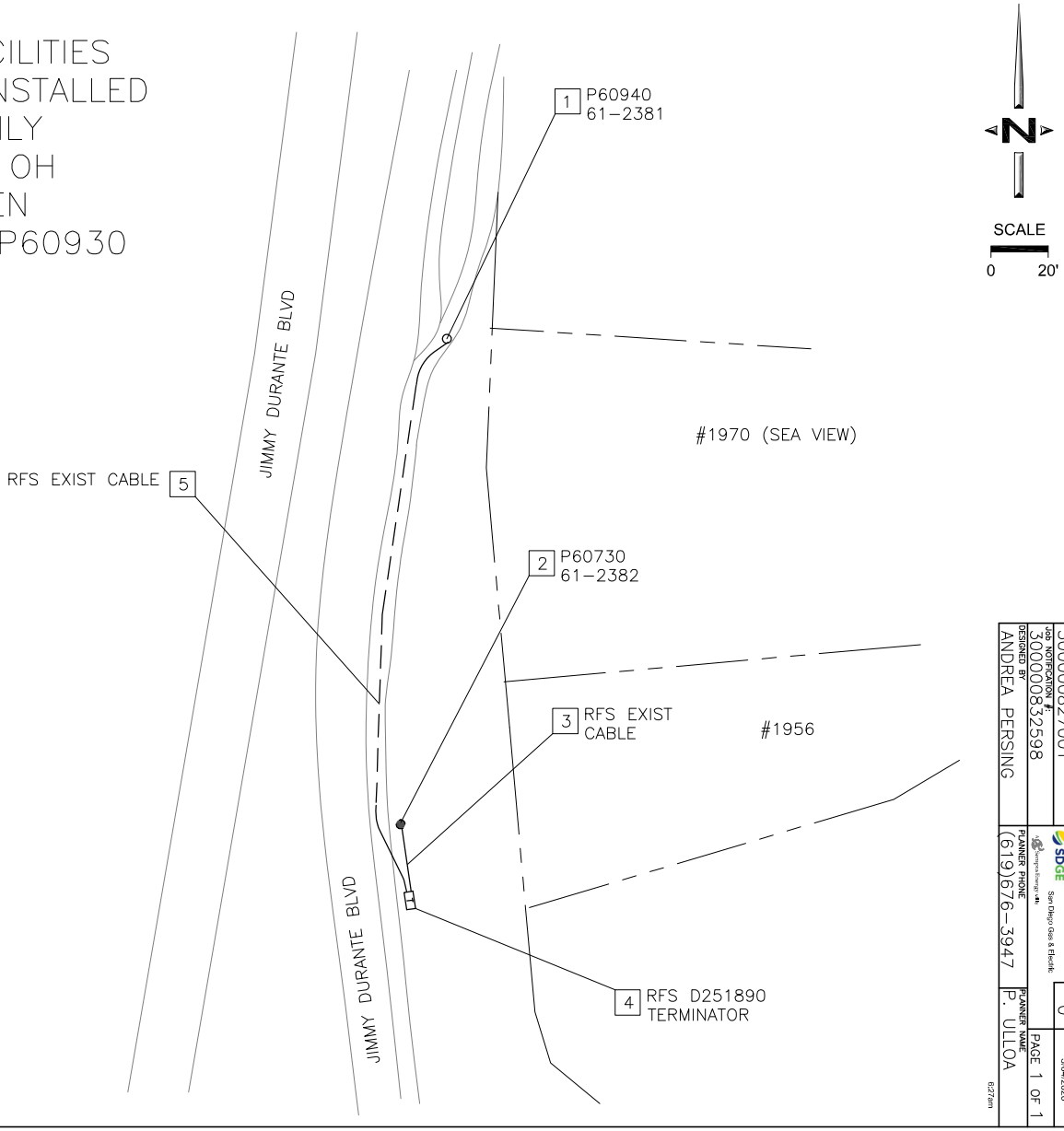
PROJECT NOTIFICATION #	3000008270O1
JOB NOTIFICATION #	300000832595
DESIGNED BY	ANDREA PERSING
PLANNER PHONE	(619)676-3947
PLANNER NAME	P. ULLOA
REV/SUPP	0
DATE	3/02/2026
PAGE	1 OF 1

9:45am

JIMMY DURANTE UG TEMP FACILITIES REMOVE



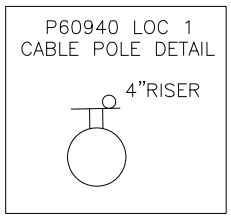
**REMOVE FACILITIES PREVIOUSLY INSTALLED TO TEMPORARILY DE-ENERGIZE OH WIRES BETWEEN P60940 AND P60930

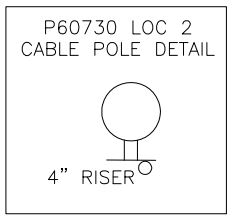


NOTES

CUSTOMER: MARTIN BOYD
PHONE: 858-375-9531

WORK WITH OH JOB 300000832596





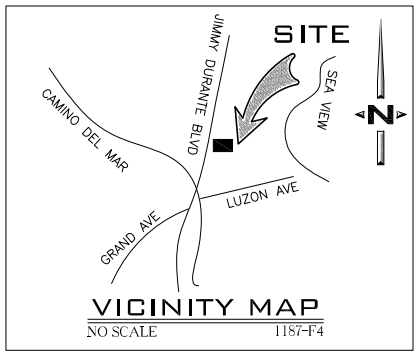
DIGALERT
Call 2 Working Days Before You Dig!
811

PROJECT NOTIFICATION #:	3000008277001
JOB NOTIFICATION #:	300000832598
DESIGNED BY	ANDREA PERSING
PLANNER PHONE	(619)676-3947
PLANNER NAME	P. ULLOA
REV/SUPP	0
DATE	3/04/2026
PAGE	1 OF 1

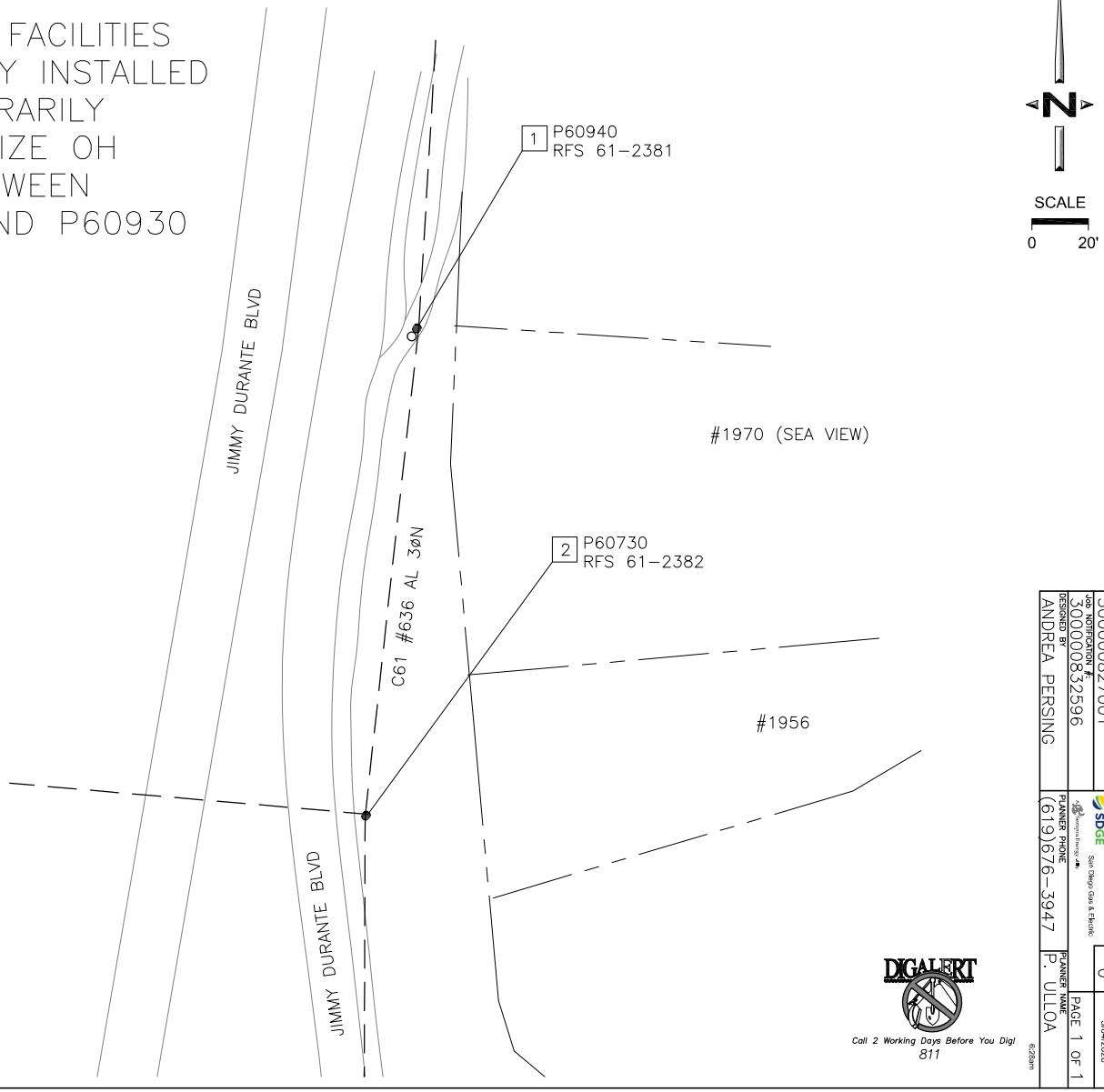
SDGE San Diego Gas & Electric

6127zm

JIMMY DURANTE OH TEMP FACILITIES REMOVE



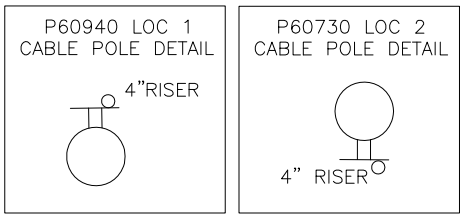
**REMOVE FACILITIES PREVIOUSLY INSTALLED TO TEMPORARILY DE-ENERGIZE OH WIRES BETWEEN P60940 AND P60930



NOTES

CUSTOMER: MARTIN BOYD
PHONE: 858-375-9531

WORK WITH UG JOB 300000832598



DIGALERT
Call 2 Working Days Before You Dig!
811

PROJECT NOTIFICATION #	300000827001
JOB NOTIFICATION #	300000832596
DESIGNED BY	ANDREA PERSING
PLANNER PHONE	(619)676-3947
PLANNER NAME	P. ULLOA
REV/SUPP	0
DATE	3/04/2026
PAGE	1 OF 1

6:23am

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Council Members

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

DATE: April 7, 2026

SUBJECT: Consideration of a Second Amendment to the Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association Relating to Fairgrounds Affordable Housing (Housing Element Program 3A)

REQUESTED ACTION/RECOMMENDATION:
Staff recommends the City Council: 1) Approve the Second Amendment to the Exclusive Negotiating Rights Agreement with the 22nd District Agricultural Association including renaming the agreement from ENRA to the "Agreement for Affordable Housing Site Due Diligence and Development Feasibility Analysis" (Attachment A); and 2) Authorize the City Manager to execute the agreement.

BACKGROUND:
The City's 6th Cycle Housing Element was adopted by the City Council on March 25, 2021, and ultimately certified by the State Department of Housing and Community Development (HCD) on May 31, 2023. In accordance with Housing Element Program 3A, the City is seeking to secure a site 1 to 1.5 acres in size within the Fairgrounds property in the City of Del Mar for development of at least 61 dwelling units for lower income households.

The City and 22nd District Agricultural Association (District) executed an Exclusive Negotiating Rights Agreement (ENRA) in March 2024 (Attachment B) to serve as a binding agreement to satisfy Housing Element Program 3A. The purpose of the ENRA is to set a process and schedule for completion of pre-development due diligence studies to help determine feasibility and selection of a location for affordable housing on District property by the District Board.

The District unanimously approved the ENRA on February 20, 2024, followed by unanimous City Council approval on March 4, 2024. The agreement executed in March 2024 took effect on April 15, 2024, with an initial term set to expire on April 15, 2026, unless extended.

City Council Action:

As provided for under the agreement, a First Amendment (Attachment C) was executed to extend the term of the ENRA by one-year to April 15, 2027, to accommodate the time necessary to complete the due diligence studies using State Housing Acceleration Program (HAP) grant funds and better align with the District's ongoing master planning efforts.

In October 2025, the District Board directed the District's Chief Executive Officer (CEO) and Board Legal Subcommittee to work with Del Mar to explore potential amendments to the ENRA that would:

- Add language to align the ENRA with state housing law requirements;
- Require all actions and milestones to be presented to and approved by the Board;
- Remove language regarding "exclusivity"; and
- Clarify that the Board will have the final say on any potential housing site location.

On December 18, 2025, the District's CEO, Legal Counsel, and Board Legal Subcommittee met with Del Mar officials to discuss the proposed amendments, which were subsequently drafted and agreed to by the respective parties to be presented to the District Board and City Council for consideration.

On March 10, 2026, the District Board unanimously approved the Second Amendment to the ENRA, which will now be known as the Agreement for Affordable Housing Site Due Diligence and Development Feasibility Analysis. As identified in the redline version of the Second Amendment (Attachment D), the proposed amendments are generally non-substantive and there are no changes to the obligations or dates for completion that were already approved in the ENRA as amended by the First Amendment.

DISCUSSION/ANALYSIS:
The proposed amendments to the ENRA are generally non-substantive clarifications, which are summarized below.

1. Adds language to specifically align the ENRA with the requirements of state housing laws.

Proposed change: Recital Q was added to read that both parties agree "that this Agreement is consistent with those applicable California laws related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region."

2. Requires all agreement actions and milestones to be presented to and approved by the District Board.

Proposed changes: Throughout the document, changes are proposed to provide for more clarity and direct District Board and City Council oversight:

- Adds conditional language that makes it clear that a lease agreement must be approved by the City Council and District Board (1.1(c)).

- Requires any further extensions to the agreement, beyond an initial two granted to the CEO, be approved by the District Board and adds clearer language around termination through lack of extensions (1.2(a) and (b)).

- Clarifies that the District Board will have the final say on any potential development sites, if the Board moves forward with affordable housing (1.1 (a), (c), 1.2 (a) and (b), (1.3(a)).

- Changes the District's "designated representative" to the negotiated lease agreement from the District CEO to the District Board or its designee (1.4(b)).

- Declares the District Board as the approving authority for any "District actions" taken under the ENRA (1.5(a)).

3. Removes agreement language regarding exclusivity.

Proposed change: Renames the ENRA document as the "Agreement for Affordable Housing Site Due Diligence and Development Feasibility Analysis" to more accurately reflect the work being performed and removes all references to exclusivity.

4. Additional clarifying non-substantive edits to the agreement

- Reflects the purpose and provides understanding of the HAP grant funds and studies (Recitals I-L).

- Clarifies the purpose of the Agreement is to conduct due diligence and feasibility analysis and not negotiation of real estate terms or contracts (Recitals P and S).

- Clarifies the District is not obligated under the Agreement to convey or lease any portion of the Fairgrounds property to the City for affordable housing development, nor is the City obligated to acquire or lease any portion of the property (Recitals R-S).

- Establishes clear limits regarding the District's authority to determine feasibility of affordable housing developments on its properties located within the City of San Diego (1.3(a)).

Next Steps:
As discussed in the recitals of the proposed Second Amendment, the State awarded $1.5 million in HAP grant funds to the City for the District to complete pre-development due diligence studies. The District's consultant completed due diligence studies in March 2026, the findings for which will be presented to the District Board and Del Mar City Council at a future date.

Looking ahead, HCD's expectation for the City's implementation of Housing Element Program 3A includes City completion of a conceptual development program by September 2026; and City Council and District Board mutual agreement on a housing site and approval of a ground lease agreement by November 2026 for consideration by the State Department of General Services (Attachment E).

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item.

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
Fairgrounds affordable housing is a City Council identified Tier 1 (highest) priority work plan item.

ATTACHMENTS:
Attachment A – Second Amendment to the ENRA between the City and District
Attachment B – Exclusive Negotiating Rights Agreement
Attachment C – First Amendment to the ENRA
Attachment D – Redline Second Amendment to the ENRA
Attachment E – HE Program 3A Implementation Schedule per City and HCD Agreement

SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT HEREINAFTER REFERRED TO AS AGREEMENT FOR AFFORDABLE HOUSING SITE DUE DILIGENCE AND DEVELOPMENT FEASIBILITY ANALYSIS
(Fairgrounds)

This Second Amendment to the Exclusive Negotiating Rights Agreement, hereinafter referred to as the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement ("Agreement"), is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair,

horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. In furtherance of the purposes of this Agreement, the District has retained or may retain consultant services to conduct site due diligence and determine the feasibility of locating affordable housing on the Property with a goal of identifying prospective affordable housing development sites.

J. The City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for site due diligence and feasibility studies related to the development of affordable housing on the Property.

K. The District and City have agreed that the HAP grant funds will be used to reimburse the District's consultants for all expenditures incurred by the District to advance these housing due diligence and feasibility studies as eligible work for reimbursement.

L. The District and City entered into a Memorandum of Understanding to define the protocols and procedures for the City to reimburse the District for the District's consultant services related to feasibility studies relating to potential affordable housing on the Property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis.

M. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

N. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

O. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a

demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

P. The purpose of this Agreement is to enable the Parties to implement a process to complete site due diligence studies and determine the feasibility of an Affordable Development, as defined in Section 1.1(b) of this Agreement, within a specific site on the District's Property. During the Site Due Diligence Period, the Parties will develop the scope for the Affordable Development.

Q. The District and the City agree that this Agreement is consistent with those applicable California laws related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region.

R. The City and the District desire to enter into this Agreement after arm's length voluntary discussions in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

S. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate the District to convey or lease any portion of the Property, (ii) obligate the City to acquire or lease any portion of the Property, (iii) grant the City the right to develop the Affordable Development, (iv) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and site due diligence studies contemplated by this Agreement, or (v) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
SITE DUE DILIGENCE AND FEASIBILITY ANALYSIS

Section 1.1 Site Due Diligence.

(a) During the Site Due Diligence Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary

feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the Site Due Diligence Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the preparation of a mutually satisfactory Lease Agreement.

(b) During the Site Due Diligence Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement, if approved by the Board and City Council, will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 Site Due Diligence Period.

(a) The Site Due Diligence period (the "Due Diligence Period") under this Agreement shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial Due Diligence Period, submit a written request to the District to extend the Due Diligence Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("'CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District Board.

(b) If, by the expiration of the Due Diligence Period (as the Due Diligence Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been approved by the Board and City Council, and executed by the District and the City, and is not on an agenda for approval by the District Board or by the City Council, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, and approved by the District Board and City Council, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

Section 1.3 Scope of Due Diligence Activities.

(a) During the Due Diligence Period (as such Due Diligence Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity other than the City for the development of an affordable housing project on the prospective sites under evaluation for selection as the Development Site under Section 2.2 of this Agreement. For all other portions of the Property, including but not limited to those portions of the Property that are located within the City of San Diego, the District retains the sole authority to determine the feasibility of affordable housing developments and to coordinate with other entities for the development thereof. After the Board and the City select the Development Site, for the remaining portion of the Due Diligence Period, the District shall coordinate only with the City regarding development or use of the Development Site for the Affordable Development. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the Due Diligence Period, the City and District shall determine in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the Board, or the Board’s designee. The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the Board shall constitute the approval, consent, authorization, or waiver of the District.

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

ARTICLE 2.
FEASIBILITY DETERMINATION TASKS

Section 2.1 Overview.

To facilitate development of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support preparation and execution of a mutually acceptable Lease Agreement before the expiration of the Due Diligence Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the Board agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the Due Diligence Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

Section 2.5 Potential Lease Terms.

(a) Concurrent with City's site due diligence for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others under this Agreement. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into

account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the Board may, in its sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial Due Diligence Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial Due Diligence Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the Due Diligence Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way, related to, the activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the Due Diligence Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the Due Diligence Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the Due Diligence Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the "Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of site due diligence and feasibility determinations in accordance with the terms of this Agreement, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection with that Lease Agreement. Any Lease Agreement resulting from the feasibility determinations made under this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District: 22nd Agricultural District Agricultural Association

2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City: City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Christina Cameron, City Attorney

With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to act in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City

be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[***Signature Page Follows***]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

BY: _____
Carlene Moore, Chief Executive Officer

CITY:

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
Rafael Yaquian, Goldfarb & Lipman LLP

EXHIBIT A

FAIRGROUNDS SITE MAP

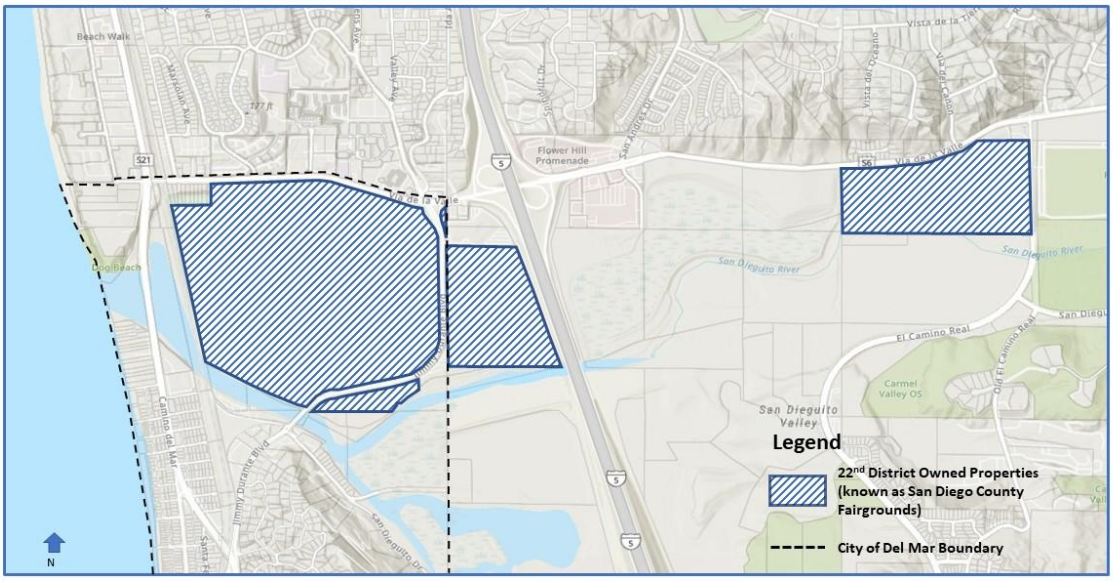


EXHIBIT B

SCHEDULE

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024.
Commencement of Due Diligence Period	April 15, 2024.
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024.
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of this Agreement).
District and City pursue legislative authority to extend lease for up to 99 years.	No later than February 20, 2026.
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than May 29, 2026.
District to provide City with prospective development sites.	No later than March 15, 2026.
City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than March 15, 2026.
City prepares a proposed a conceptual development program.	No later than September 15, 2026.
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Due Diligence Period	April 15, 2027, unless extended pursuant to Section 1.2(a).

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Fairgrounds)

This Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair, horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be

willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

J. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

K. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

L. The purpose of this Agreement is to enable the Parties to implement a process to identify a site for developing the Affordable Development, as defined in Section 1.1(b) of this Agreement. During the Negotiating Period, the Parties will develop the scope for the Affordable Development.

M. The City and the District desire to enter into this Agreement after arm's length voluntary contract negotiations in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

N. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate any party to acquire or convey any portion of the Property, (ii) grant the City the right to

develop the Affordable Development, (iii) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and negotiations contemplated by this Agreement, or (iv) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Good Faith Negotiations.

(a) During the Negotiating Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory Lease Agreement.

(b) During the Negotiating Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 Negotiating Period.

(a) The negotiating period (the "Negotiating Period") under this Agreement

shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial Negotiating Period, submit a written request to the District to extend the Negotiating Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("'CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District.

(b) If, by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been executed by the District and the City and is not on an agenda for approval by the Board, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

Section 1.3 Exclusive Negotiations.

(a) During the Negotiating Period (as such Negotiating Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity for the development or use of the prospective sites for an affordable housing project, other than the City (or an affiliate thereof), regarding development or use of the prospective sites to be evaluated for selection as the Development Site under Section 2.2 of this Agreement. This Section 1.3 shall not affect any other portion of the Property not identified under Section 2.2 of this Agreement as a prospective Development Site. After the District and the City select the Development Site, for the remaining portion of the Negotiating Period, the District shall negotiate only with the City regarding development or use of the Development Site for the Affordable Development and shall not solicit or entertain bids or proposals to do so. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the Negotiating Period, the City and District shall negotiate in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the CEO, or the CEO's designee. The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the CEO shall constitute the approval, consent, authorization, or waiver of the District without further action of the Board. By approving this Agreement, the Board has elected to delegate to the CEO the authority to approve, consent, authorize or waive and of the rights or obligations set forth in this Agreement. The City acknowledges that nothing in this Agreement shall prevent the Board from revoking or modifying any authority delegated to the CEO under this Agreement; any such revocation or modification shall not impact the validity of this Agreement.

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview.

To facilitate negotiation of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support negotiation and execution of a mutually acceptable Lease Agreement before the expiration of the Negotiating Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the District agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

Section 2.5 Lease Terms.

(a) Concurrent with City's development of the Feasibility Analysis for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title

exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others hereunder. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the CEO may, in the CEO's sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial Negotiating Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial Negotiating Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the Negotiating Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way, related to, the activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the Negotiating Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the

Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the Negotiating Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the Negotiating Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the "Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of exclusive negotiations in accordance with the terms

hereof, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection therewith. Any Lease Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District:

22nd Agricultural District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City:

City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Leslie E. Devaney, City Attorney

With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[***Signature Page Follows***]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

BY: E-SIGNED by Carlene Moore on 2024-03-21 09:51:13 PDT
Carlene Moore, Chief Executive Officer

CITY:

BY: E-SIGNED by Ashley Jones on 2024-03-14 08:59:07 PDT
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: E-SIGNED by Rafael Yaquian on 2024-03-25 09:20:15 PDT
Rafael Yaquian, Goldfarb & Lipman LLP

EXHIBIT A

FAIRGROUNDS SITE MAP

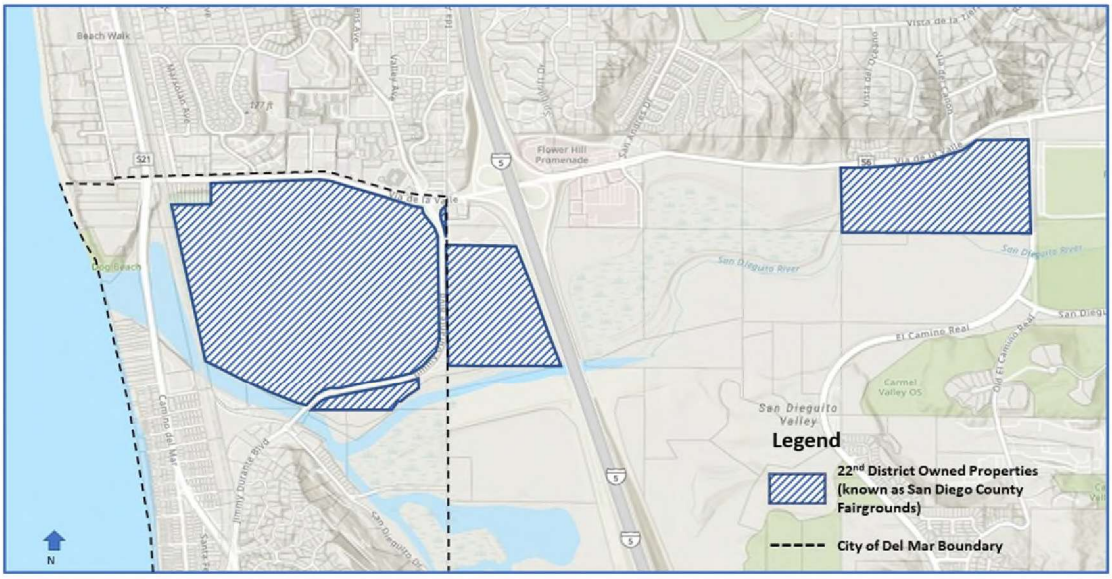


EXHIBIT B

SCHEDULE

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024.
Commencement of Negotiating Period	April 15, 2024.
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024.
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of this Agreement).
District and City pursue legislative authority to extend lease for up to 99 years.	No later than December 31, 2024.
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than December 31, 2024.
District to provide City with prospective development sites.	No later than December 31, 2024.
City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than January 15, 2025.
City prepares a proposed a conceptual development program.	No later than July 1, 2025.
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Negotiating Period	April 15, 2026, unless extended pursuant to Section 1.2(a).

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

FIRST AMENDMENT TO FAIRGROUNDS AFFORDABLE HOUSING EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (ENRA)

THIS FIRST AMENDMENT (the "First Amendment") to the Exclusive Negotiating Rights Agreement (ENRA), is hereby entered into and effective as of the 31st day of December, 2024, by and between the City of Del Mar ("City"), a Charter City and municipal organization, and the 22nd District Agricultural Association ("District"), a California state institution; collectively referred to herein as the "Parties."

RECITALS

A. **WHEREAS**, the City is required by state law to develop a Housing Element to meet its allocation of regional housing needs. The City's 6th Cycle Housing Element (2021-2029) requires the City to develop strategies that will result in the production of affordable housing units. The District owns certain undeveloped and real property within the jurisdictional boundary of the City of Del Mar; and

B. **WHEREAS**, the Parties entered into an Exclusive Negotiating Rights Agreement (ENRA) that took effect April 15, 2024, and provides for investigation into the feasibility of developing at least 61 lower income housing units on the District's property and selection of a mutually agreeable site for affordable housing development; and

C. **WHEREAS**, in June 2022, the City completed preliminary design concepts and economic feasibility for affordable housing on two site locations on the District property that were mutually identified by the Parties, at the northeastern corner of the Fairgrounds and the southwestern corner of the Fairgrounds; all west of Jimmy Durante Boulevard and within the City of Del Mar; and

D. **WHEREAS**, the District retained consultant services to provide professional due diligence investigations into the feasibility of locating affordable housing on the District's property with a goal of identifying prospective development sites for the City to study and consider as a possible affordable housing development site; and

E. **WHEREAS**, the Parties are working to identify additional potential sites for consideration in order to reach mutual agreement upon a final development site; andst

F. **WHEREAS**, the City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for feasibility studies related to the development of affordable housing on the District's property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis; and

G. **WHEREAS**, the Parties have agreed that HAP grant funds will be used to reimburse the District's consultant for all expenditures incurred by the District to advance these housing feasibility studies as set forth in a separate Memorandum Of Understanding; and

H. **WHEREAS,** Article 1 of the ENRA identifies the expectation for good faith negotiations involving good faith efforts to accomplish the respective tasks; and

I. **WHEREAS,** in accordance with Section 1.2 of the ENRA, the Parties hereby agree in writing to adjust the ENRA schedule stated in ENRA Exhibit B to reflect extension of the ENRA completion date as necessary to accommodate the District's master site planning process, allow time for feasibility studies underway to be completed, and identify an adjusted deadline for the City and District to mutually agree upon the final Development Site; and

J. **WHEREAS,** the adjusted schedule remains consistent with the California Housing and Community Development Department (HCD) expectation, set forth in the HAP Grant agreement, for the City and District to mutually agree upon a development site as soon as possible and for the City to then commence and complete the environmental review and entitlement process for a prospective affordable housing project on District property.

NOW THEREFORE, the City and the District hereby agree as follows:

I. PURPOSE AND INTENT

The intent of the First Amendment is to memorialize the mutual agreement between the Parties to adjust the ENRA schedule in accordance with ENRA Section 1.2 to accommodate the District's master site planning process while completing the associated technical and/or feasibility studies and other obligations specified in the ENRA as necessary to aid the Parties in determining a mutually agreeable site for affordable housing on District property. Therefore, the schedule included in Exhibit B of the ENRA is hereby replaced with the revised schedule provided below.

II. REVISED ENRA SCHEDULE - EXHIBIT B

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024
Commencement of Negotiating Period	April 15, 2024
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of Agreement)
District and City pursue legislative authority to extend lease for up to 99 years.	No later than February 20, 2026
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than May 29, 2026
District to provide City with prospective development sites.	No later than March 15, 2026.

City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than March 15, 2026.
City prepares a proposed conceptual development program.	No later than September 15, 2026
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Negotiating Period	April 15, 2027, unless extended pursuant to ENRA Section 1.2(a).

III. ENTIRE UNDERSTANDING

The Parties acknowledge that only the schedule in ENRA Exhibit B is being amended and that all other provisions of the executed ENRA (dated April 15, 2024) remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

This First Amendment to the ENRA is hereby approved by the District's Chief Executive Officer and City Manager as of the date first written above on behalf of the respective Parties in accordance with the procedure set forth in ENRA Section 1.2.

22ND DISTRICT AGRICULTURAL ASSOCIATION

By: Carlene Moore, Chief Executive Officer

CITY OF DEL MAR

By: Ashley Jones, City Manager

SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT HEREINAFTER REFERRED TO AS AGREEMENT FOR AFFORDABLE HOUSING SITE DUE DILIGENCE AND DEVELOPMENT FEASIBILITY ANALYSIS ~~EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT~~

(Fairgrounds)

This Second Amendment to the Exclusive Negotiating Rights Agreement hereinafter referred to as the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement~~ Exclusive Negotiating Rights Agreement~~ ("Agreement") is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair, horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. In furtherance of the purposes of this Agreement, the District has retained or may retain consultant services to conduct site due diligence and determine the feasibility of locating affordable housing on the Property with a goal of identifying prospective affordable housing development sites.

J. The City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for site due diligence and feasibility studies related to the development of affordable housing on the Property.

K. The District and City have agreed that the HAP grant funds will be used to reimburse the District's consultants for all expenditures incurred by the District to advance these housing due diligence and feasibility studies as eligible work for reimbursement.

~~H.~~L. The District and City entered into a Memorandum of Understanding to define the protocols and procedures for the City to reimburse the District for the District's consultant services related to feasibility studies relating to potential affordable housing on the Property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis.

~~I.~~M. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

~~J.~~N. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need

exists in the community, as defined in the approved housing element or regional housing needs assessment.

~~K.~~O. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

P. The purpose of this Agreement is to enable the Parties to implement a process to complete site due diligence studies and determine the feasibility of an ~~identify a site for developing the~~ Affordable Development, as defined in Section 1.1(b) of this Agreement, within a specific site on the District's Property. During the ~~Negotiating Feasibility Study~~Site Due Diligence ~~-~~Period, the Parties will develop the scope for the Affordable Development.

~~L.~~Q. The District and the City agree that this Agreement is consistent with those applicable California laws related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region.

~~M.~~R. The City and the District desire to enter into this Agreement after arm's length voluntary ~~contract negotiations~~discussions in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

~~N.~~S. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate the District to ~~any party to acquire or~~ convey or lease any portion of the Property, (ii~~i~~) obligate the City to acquire or lease any portion of the Property, (ii) grant the City the right to develop the Affordable Development, (~~ii~~iv) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and ~~feasibility~~site due diligence studies ~~negotiations~~ contemplated by this Agreement, or (~~i~~v) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
~~EXCLUSIVE NEGOTIATIONS RIGHT~~SITE DUE DILIGENCE AND FEASIBILITY ANALYSIS~~DETERMINATION~~

Section 1.1 ~~Good Faith Negotiations~~Site Due Diligence~~Feasibility Determination~~.

(a) During the ~~Negotiating~~ Site Due Diligence ~~Feasibility Study~~ Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the ~~Negotiating Feasibility Study~~Site Due Diligence Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the ~~negotiation~~ preparation of a mutually satisfactory Lease Agreement.

(b) During the ~~Negotiating Feasibility Study~~Site Due Diligence Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement, if approved by the Board and City Council, will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 ~~Negotiating Feasibility Study~~Site Due Diligence ~~-~~Period.

(a) The ~~negotiating~~ Site Due Diligence ~~feasibility study~~ period (the "~~Negotiating Feasibility Study~~Due Diligence Period") under this Agreement shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial ~~Negotiating Feasibility Study~~Due Diligence Period, submit a written request to the District to extend the ~~Negotiating Feasibility Study~~Due Diligence Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("'CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District Board.

(b) If, by the expiration of the ~~Negotiating Feasibility Study~~Due Diligence Period (as the ~~Negotiating Feasibility Study~~Due Diligence Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been approved by the Board and City Council, and executed by the District and the City, and is not on an agenda for approval by the District Board or by the City Council, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, and approved by the District Board and City Council, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

Section 1.3 ~~Exclusive~~ Scope of ~~Feasibility Studies~~Due Diligence Activities~~Negotiations~~.

(a) During the ~~Negotiating Feasibility Study~~Due Diligence Period (as such ~~Negotiating Feasibility Study~~Due Diligence Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity other than the City for the development of an affordable housing project ~~or use of the prospective sites for an affordable housing project, other than the City (or an affiliate thereof), regarding development or use of the~~ on the prospective sites under evaluation ~~to be evaluated~~ for selection as the Development Site under Section 2.2 of this Agreement. For all other portions of the Property, including but not limited to those portions of the Property that are located within the City of San Diego, the District retains the sole authority to determine the feasibility of affordable housing developments and to coordinate with other entities for the development thereof. ~~This Section 1.3 shall not affect any other portion of the Property not identified under Section 2.2 of this Agreement as a prospective Development Site.~~ After the ~~District~~ Board and the City select the Development Site, for the remaining portion of the ~~Negotiating Feasibility Study~~ Due Diligence Period, the District shall ~~negotiate~~ coordinate only with the City regarding development or use of the Development Site for the Affordable Development ~~and shall not solicit or entertain bids or proposals to do so~~. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the ~~Negotiating Feasibility Study~~ Due Diligence Period, the City and District shall ~~negotiate~~ determine in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the Board~~CEO~~, or the Board's ~~CEO's~~ designee.

The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the ~~CEO~~ Board shall constitute the approval, consent, authorization, or waiver of the District. ~~without further action of the Board. By approving this Agreement, the Board has elected to delegate to the CEO the authority to approve, consent, authorize or waive and of the rights or obligations set forth in this Agreement. The City acknowledges that nothing in this Agreement shall prevent the Board from revoking or modifying any authority delegated to the CEO under this Agreement; any such revocation or modification shall not impact the validity of this Agreement.~~

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

ARTICLE 2.
~~NEGOTIATION~~ FEASIBILITY DETERMINATION TASKS

Section 2.1 Overview.

To facilitate ~~negotiation~~ development of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support ~~negotiation~~ preparation and execution of a mutually acceptable Lease Agreement before the expiration of the ~~Negotiating Feasibility Study~~ Due Diligence Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the ~~District~~ Board agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

Section 2.5 Potential Lease Terms.

(a) Concurrent with City's ~~development of the~~site due diligence ~~Feasibility Analysis~~ for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California Department of General Services, "lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the [B]oard. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. ~~-~~By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others ~~hereunder~~under this Agreement. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the ~~CEO~~ Board may, in ~~the CEO's~~its sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. ~~–~~Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the

Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the ~~Negotiating Feasibility Study~~ Due Diligence Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way, related to, the activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable

Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the "Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of site due diligence and feasibility determinations ~~exclusive negotiations~~ in accordance with the terms of this Agreement~~thereof~~, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection with that Lease Agreement~~therewith~~. Any Lease Agreement resulting from the feasibility determinations made under ~~negotiations pursuant to~~ this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District:
22nd Agricultural District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City:
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Christina Cameron~~Leslie E. Devaney~~, City Attorney

With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to ~~negotiate~~ act in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this

Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[***Signature Page Follows***]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

BY: _____
Carlene Moore, Chief Executive Officer

CITY:

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____

Rafael Yaquian, Goldfarb &
Lipman LLP

Del Mar HE Program 3A Implementation

Deliverable Due	Task	Status
June 2022 - April 2023	**Completed Site Feasibility Studies** (2 Sites)	Complete
March 2024	**Executed ENRA (City & District)** April 2024 to 2026 with 1 year extension option to 2027 ENRA expires April 15, 2027	Complete
September 2024	**Initiated Fairgrounds Housing Legislation** Blakespear (2024) SB 547	Bill Did Not Advance
District: May 2025 - March 2026 City: Jan 2024 - August 2026	**Additional Pre-Development Due Diligence Studies** (3 Sites in Del Mar + 2 Sites in San Diego)	District Studies Complete
By September 2026	**City to Prepare Conceptual Development Program & Physical Adequacy Determination**	Pending Site Assessment
By October 2026	**Legislation to Allow Lease for Housing on Fairgrounds Up to 99 Years** Lackey (2026) AB 2264 - pending	In Process
By November 2026	**Mutual Agreement on Final Site, Approval Timeline, and Site Metes and Bounds**	Pending Conceptual Program
By November 2026	**Ground Lease Agreement & Developer Solicitation**	Pending Site Selection
By September 2027	**CEQA/NEPA & City Entitlements**	Utilize Site Studies
By August 2028	**Coastal Commission Approval of CDP**	Pending City Entitlements
By June 2031	**Construction**	Pending Close of Land Transaction

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: April 7, 2026

SUBJECT: Encroachment Permit (EP) 26-017 to Permit an Existing Wall and Other Improvements within the Public Right-of-Way at 1215 Cuchara Drive

Applicant: Anne Marie Schur and Eduardo Schur

REQUESTED ACTION/RECOMMENDATION:
Staff recommends the City Council adopt the attached Resolution (Attachment A) conditionally approving Long-term Major EP26-017 to permit an existing wall, fence, and vegetation on the east side of the property at 1215 Cuchara Drive.

BACKGROUND:
On February 10, 2026, the Applicant filed a Long-term Major Encroachment Permit application to permit an existing retaining wall, wooden fence that sits on top of the retaining wall, and a 6-inch-tall rock wall that slightly encroaches into the vegetated public right-of-way (ROW) space on the east side of the property located at 1215 Cuchara Drive.

During the Applicant's recent development process, it was discovered that the improvements are encroaching approximately one to two feet into the ROW abutting Rimini Road. The property line along Rimini Rd. is not perfectly linear and is slightly curved meaning a portion of this wall and wooden fence are within public right-of-way as depicted in the site plan (Attachment B). The property is on the northwest corner at the intersection of Cuchara Drive and Rimini Road. Due to the topography in the area, Rimini Rd. is at a higher elevation than the property by approximately five feet. A vicinity map of the property is included as Attachment C.

As there is a gradual downhill slope from Rimini Rd. transitioning westbound to Cuchara Dr., the combined retaining wall and fence heights vary from five and a half feet to six feet. The northernmost section of the wall within the ROW is approximately five and a half feet tall whereas the southernmost section of the wall with the fence within the ROW has

---

City Council Action:

an approximate combined height of six feet. Photographs depicting the wall and fence are included as Attachment D.

Utilizing Google Street View history, these encroachments are visible dating back to February 2009 and were not installed by the current property owner (Applicant). The east side of the property abuts Rimini Rd., and this section of ROW appears to have had dense, overgrown vegetation dating back to February 2009 per Google Street View. It is undetermined when these encroachments were installed as there are no City records for this property that address the history of the encroachments.

As part of the EP application, the Applicant is also requesting to permit and trim the vegetation in the ROW along the Rimini Rd. side of the property due to sight line concerns. This ensures visibility at the intersection. In addition, the following ROW work is also requested:

- Asphalt repair along the southwest corner of the driveway per their drainage plan
- Trenching on Cuchara Dr. in the southwest corner of the property for electrical conduit
- Reservation of two (2) contractor parking spaces along Cuchara Dr. frontage for the ongoing remodel of the property

While the retaining wall and fence are considered Long-term Major improvements, the other proposed ROW work is Short-term Minor since they are temporarily impacting the right-of-way. However, everything to be permitted has been consolidated in the Long-term Major application for processing efficiency.

ANALYSIS/DISCUSSION:

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

Required Findings

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

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

Here, retaining the wooden fence, retaining wall, and 6-inch-tall rock wall on the east side of the property would not endanger the public's health, safety, or welfare, nor would it endanger the surrounding property. The encroachments have been in this location for many years with no record of incident or any reported adverse impacts. Rimini Rd. sits at a higher elevation than the property itself, and the vegetation serves as a natural barrier between the pavement and bottom of the slope. The retaining wall also serves as an additional safety barrier since there is an approximate slope difference of about five feet from the edge of pavement and the property's side yard.

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

The existing encroachments that would be authorized under the EP will not unreasonably interfere with the use of the ROW because the area is comprised of dense vegetation. Rimini Rd. is approximately 20 feet wide, and the vegetated ROW area is not traversable by foot due to the slope differential. The encroachments are approximately 25 feet from the edge of pavement. If the City identifies a future need to improve the right-of-way, the EP is conditioned to be revocable, and the property owner is obligated to remove the private improvements/encroachment.

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

Here, the existing encroachments have been in the City's ROW for many years without any adverse impacts to the function of the right-of-way or known complaints from the public and are therefore consistent with the appearance of other properties in the area.

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

The existing encroachments are consistent with other retaining walls and fences in the community due to the property being located in the Hills neighborhood. With many properties having elevation differences between the paved roadway and the improved residential pad and yards, retaining walls are typically required to avoid having soil eroding onto private property or into the right-of-way. The retaining wall also acts as a safety barrier due to the ROW along Rimini Rd. sitting at a higher grade than the property.

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

These encroachments do not interfere with existing public use of the surrounding right-of-way. The retaining wall and fence have limited visibility from public view due to being

located at the toe of the slope and the dense vegetation at the top of the slope. This area is not traversable by foot and therefore not a path of travel for pedestrians or bicycles.

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

The existing encroachments extend approximately one to two feet into the public right-of-way that consists of dense vegetation in the area between the wall and the improved street. The vegetation will remain in place and will be trimmed to improve sight distance at the intersection of Rimini Rd and Cuchara Dr. The edge of pavement is approximately 25 feet from the existing encroachments and will not convert significant area of public property to private use. The existing wall is retaining the soil within the public ROW due to the slope difference between Rimini Rd. and the property.

As a condition of approval of the requested EP, a covenant will be recorded on the property that would require that all private improvements in the public right-of-way be maintained by the property owner in accordance with the EP and the owner will be required to indemnify the City should there be a claim of liability. As is typical with EPs, the permit conditions and covenants will ensure that should the City need this public space in the future, the retaining wall and wooden fence will be removed by the owner at their sole expense.

Based on the above, all required findings can be found to be satisfied. Therefore, staff recommends City Council adopt the Resolution (Attachment A) approving Long-term Major EP26-017.

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

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

ATTACHMENTS:
Attachment A – Resolution Approving EP26-017
Attachment B – Site Plan
Attachment C – Vicinity Map
Attachment D – Photographs

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING ENCROACHMENT PERMIT 26-017 TO ALLOW AN EXISTING RETAINING WALL, WOODEN FENCE, LOW ROCK WALL, AND VEGETATION, WITHIN THE PUBLIC RIGHT-OF-WAY ON THE EAST SIDE OF THE PROPERTY AT 1215 CUCHARA DRIVE (APN: 300-390-11-00) IN DEL MAR, CALIFORNIA

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

WHEREAS, Anne Marie and Eduardo Schur (Applicant) have filed an application for an Encroachment Permit (EP26-017) seeking approval to permit an existing retaining wall, wooden fence, a 6-inch-tall rock wall and vegetation within the public right-of-way, adjacent to 1215 Cuchara Drive (Project); and

WHEREAS, the Applicant has also requested short-term improvements within the public right-of-way in the form of vegetation management, trenching for electrical conduit, asphalt repair, and the reservation of two (2) parking spaces for contractors; and

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

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

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

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

WHEREAS, on April 7, 2026, the City Council of the City of Del Mar held a duly noticed public hearing to review the referenced entitlements, and at which time all persons desiring to be heard were heard; and

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

a. Plans developed by the Applicant;
b. Written information submitted with the application;
c. Agenda Report, dated April 7, 2026, incorporated by reference as though fully set forth herein; and
d. Additional information submitted and testimony provided during the hearing on April 7, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar that Encroachment Permit EP26-017 is hereby approved based on the following findings in DMMC Chapter 23.28.070(C):

Findings:

1. Retaining the wooden fence, retaining wall, and 6-inch-tall rock wall on the east side of the property would not endanger the public's health, safety, or welfare, nor would it endanger the surrounding property. The encroachments have been in this location for many years with no record of incident or any reported adverse impacts. Rimini Rd. sits at a higher elevation than the property itself, and the vegetation serves as a natural barrier between the pavement and bottom of the slope. The retaining wall also serves as an additional safety barrier since there is an approximate slope difference of about five feet from the edge of pavement and the property's side yard.

2. The existing encroachments that would be authorized under the EP will not unreasonably interfere with the use of the ROW because the area is comprised of dense vegetation. Rimini Rd. is approximately 20 feet wide, and the vegetated ROW area is not traversable by foot due to the slope differential. The encroachments are approximately 25 feet from the edge of pavement. If the City identifies a future need for this public area, the EP is conditioned to be revocable, and the property owner is obligated to remove the private improvements/encroachment.

3. The existing encroachments have been in the City's ROW for many years without any known complaints from the public and are therefore consistent with the appearance of other properties in the area.

4. The existing encroachments are consistent with other retaining walls and fences in the community due to the property being located in the Hills Neighborhood in town. With many properties having elevation differences between the paved roadway and the improved residential pad and yards, retaining walls are typically required to avoid having soil eroding onto private property or into the right-of-way. The retaining wall also acts as a safety barrier due to the ROW along Rimini Rd. sitting at a higher grade than the property.

5. These encroachments do not interfere with existing public use of the surrounding right-of-way. The retaining wall and fence have limited visibility from public view

due to being located at the toe of the slope and the dense vegetation at the top of the slope. This area is not traversable by foot and therefore, not a path of travel for pedestrians or bicycles.

6. The existing encroachments extend approximately one to two feet into the public right-of-way that consists of dense vegetation in the area between the wall and the improved street. The vegetation will remain in place and will be trimmed to improve sight distance at the intersection of Rimini Rd and Cuchara Dr. The edge of pavement is approximately 25 feet from the existing encroachments and will not convert significant area of public property to private use. The existing wall is retaining the soil within the public ROW due to the slope difference between Rimini Rd. and the property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council that approval of EP26-017 shall be subject to the following conditions:

Document Conditions:

DC-1 *[Recordation of a Covenant]*
Within sixty (60) days of final EP approval, the applicant shall record a covenant (at the applicant's expense) against the deed for the property benefited by the approved Encroachment Permit setting forth the terms and conditions of the Permit, including the requirement for applicant's maintenance/responsibility and removal of the encroachment upon demand by the City. The covenant shall run with the land and shall be binding on future owners and assigns. The form and content of the covenant shall be to the satisfaction of the City Attorney and City Manager.

Special Conditions:

SP-1 *[Encroachment Permit Revocation]*
At the City's discretion, the Encroachment Permit may be revoked at any time. Upon notification of the City, the property owner shall remove the private improvements from the City right-of-way, or maintain the vegetation to the satisfaction of the City.

Community Services Parking Enforcement Conditions:

PE-1 *[Abide by all Signage, Markings, and Vehicle Codes]*
The applicant agrees to park legally at all times unless specifically authorized in advance via an Encroachment Permit. Any activity specifically approved must be adequately signed and monitored to ensure compliance with the Encroachment Permit and public safety.

a) All corners, sight lines, intersections and traffic lanes must be kept free from obstruction

b) Loading and unloading must occur actively and with minimal impact to traffic or pedestrians
c) All vehicles must stay well clear of all public and private driveways (minimum of 5 feet)
d) No parking that will obstruct bikes lanes or endanger pedestrians
e) All vehicles will be currently registered with the State of California and display current tags or temporary plates
f) All vehicles must be in compliance with vehicle code regulations regarding proper lights and relevant safety equipment
g) City meters must be paid and time limits followed with no exceptions

CS-2 *[Reserved Space Affecting Parking]*
Temporary signage shall be posted to reserve the space and include the Encroachment Permit number. Such signage shall be posted in a conspicuous location to the public view at all times.

CS-3 *[Temporary No Parking]*
The applicant shall be responsible for informing the public of the traffic/parking conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. This requirement shall apply continuously twenty-four (24) hours per day and shall not be limited to normal work hours. All stationary signs that will be in the public right-of-way for long periods of time, including night time, needs to have the proper reflective delineation. Work windows must be agreed upon prior to start of work and limited to a minimum in high traffic areas. Signs must be removed within 24 hours of the window completion.

- Signs must be standard red and white
- Signs must be a minimum of 12”Wx18”H
- Sign must include the encroachment permit number and contact phone number
- Signs must be attached to an A-frame type barricade

General Encroachment Conditions:

GEP-1*[EP – Excavation Scheduling]*
No excavation or trenching shall occur within a City right-of-way on days when City of Del Mar City offices are closed. Those days include all Saturdays and Sundays and all days on which City Holidays are observed.

GEP-2 *[EP – Indemnification]*
By accepting this permit and implementing the development authorized herein, the applicant agrees to indemnify, defend and save the City of Del Mar, its authorized agents, officers, representatives and employees harmless from and against any and all penalties, liabilities, annoyances, or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted

pursuant to the application or by reason of the permittee's installation, operation, maintenance or removal of the encroachment.

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

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

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

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

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

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

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

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

This permit and the authorization for use/work within a City right-of-way herein granted shall expire one year from the date of approval, on **April 7, 2027.** The permittee may request a single Extension of Time of an approved Encroachment Permit by submitting a written request to the City Manager setting forth the reason that substantial work on the permit cannot be commenced by the scheduled expiration date. The City Manager shall grant the extension unless he/she determines that there has been a change in circumstances since the time of the original grant of the permit which would create an inconsistency between the proposed encroachment and the provisions of DMMC Chapter 23.28. No extension shall be granted for a period greater than one (1) year.

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

The permittee shall obey and enforce all safety orders, rules, regulations, and recommendations of the Department of Industrial Relations of the State of California, CAL-OSHA, applicable to the work and shall comply with all applicable laws, ordinances, codes, and regulations. Any omission on the part of the City Engineer's

office to specify protective measures or devices in the Encroachment Permit shall not excuse the permittee from complying with all applicable requirements of law.

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

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

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

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

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

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

GEP-13*[EP - Notification of Utility Owner]*

The applicant shall notify the appropriate Public Utility a minimum of seventy-two (72) hours prior to performing any work on or adjacent to any public utility. All such work shall be done only with authorization and with inspection by the appropriate utility owner.

GEP-14*[EP - No authorization for street closure]*

The permit does not authorize closure of any road or street, unless specifically stated on the permit.

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

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

GEP-16*[EP - Notification of Neighbors Prior to Commencement of Traffic Lane Disruption]*

Where the proposed work will involve a temporary traffic lane closure or detour, the applicant shall notify all neighbors along the street in the area in which work will take place a minimum of 72-hours prior to the commencement of any work. The notification required herein shall be provided as follows:

a) Copies of written notice shall be distributed at the properties with frontage along the street where the traffic lane disruption will occur and at properties with frontage along the affected street that are within 200 (linear) feet of the area of traffic lane disruption. A copy of the notice to be provided shall be submitted for City approval prior to distribution, and
b) Temporary signs shall be placed along both sides of the street in the area where traffic lane disruption will occur and at the points 500 feet beyond the ends of the affected street area.

The notice required herein shall be provided / installed (as applicable) to the satisfaction of the Director of Planning and Community Development.

GEP-17*[EP - Improvements Subject to Compliance with ADA Accessibility Requirements]*
The applicant shall be responsible for ensuring that all improvements are implemented in compliance with the applicable provisions of the Americans with Disability Act (ADA). Information about requirements for complying with ADA requirements can be gained from the following website: http://www.access-board.gov/adaag/html/adaag.htm

GEP-19*[EP - Traffic Conditions]*
Traffic Control shall be as follows:

a) Maintain Traffic – Vehicular and pedestrian traffic on all streets shall be permitted to pass through the work area with as little inconvenience as possible. At no time shall the roads be closed without specific authorization.

b) Flagmen – Shall be used on all streets where the traffic is restricted to less than two (2) traffic lanes.

c) Comply with Green Book Section 601 – Maintaining of vehicular traffic through the work area shall conform to Standard Specifications for Public Works Construction (Green Book Section 601) Temporary Traffic Control For Construction and Maintenance Work Zones.

d) Replace Improvements – All improvements within the road right-of-way which include road signs, road striping, road symbols, etc., which were damaged, removed or obliterated as a result of the permittee's work shall be repaired and/or replaced. Repairs and replacements shall be equal to or better than the existing improvements and shall match them in finish and dimension.

e) End of Workday – At the end of each workday, all roads shall be restored to two-way traffic. The road surface shall be brought to a smooth, even condition, free of humps and depressions, satisfactory for use by the motoring public.

f) Detours – Shall be in accordance with Caltrans Traffic Manual, Chapter 5, And shall be approved by the Public Works three weeks before the anticipated date of the detour.

g) The applicant shall be responsible for notifying the Del Mar Fire Department (858) 755-1522) and City Parking Enforcement (858) 755-1556 at least 48 hours prior to the road closure.

h) The Permittee shall follow Caltrans standards for bicycle and pedestrian traffic control. Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street. Pedestrian detour plans shall be approved by the City prior to construction.

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

Cleanup, backfilling, and Compaction shall be as follows:

a) Cleanup After Completion - Immediately after completion of the work, the permittee shall cleanup and remove all materials, earth and debris of any kind. If the permittee fails to do so within 24 hours after having been notified to do so by the City, the work may be done by the city and the permittee charged the costs of such work. When a pole, guy-stub or similar timber is removed and not replaces, the entire length thereof shall be removed from the ground and the hole backfilled and compacted.

b) Backfilling and compaction – Backfilling and compaction of an excavation of an evacuation shall be in accordance with the Standard Specifications for Public Works Construction (Sections 301 and 306), as well as any special standards established by the City. Backfilling shall be completed before the end of the workday. No open trenches shall be left after normal working hours.

c) Restoration of right-of-way - upon completion of the encroachment work authorized by a permit, the permittee shall restore the right-of-way by replacing, repairing or rebuilding it in accordance with the specifications or any specific requirements, but not less than to its original condition before the encroachment work was commences. The permittee shall remove all obstructions, materials, and debris upon the right-of-way and shall do any other work necessary to restore the right-of-way to a safe and usable condition, as

directed by the City. When the excavation occurs within an area already paved, the city may make the necessary restoration. The permittee can be notified or can respond to notification; the City may make the necessary restoration. The permittee shall reimburse the City in accordance with the costs of such work. All work shall be in accordance with City standards and Public work Standard Specifications for Construction (Green Book Section 302 and 306.).

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

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

GEP-24*[EP – Archaeological]*

The permittee shall cease work in the vicinity if any archaeological resources that are revealed. The City shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation, and make recommendations to the City concerning the continuation of the work.

GEP-25*[EP – Monument Preservation]*

Location of monuments shall be tied out prior to work. Any City monument damaged, displaced, or destroyed by Permittee's work shall be replaced by Permittee at Permittee's sole expense.

Public Works Conditions:

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

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

PW-3 *[USA Markout]*

At least 72 hours prior to the excavation of any area within a right-of-way, the applicant shall contact Underground Services Alert (USA) at (800) 422-4133 for the purpose of identifying the location of buried utilities so as to avoid disturbance thereof. All proposed dig or trench areas shall be pre-marked with white paint prior to contacting for USA mark out. No work shall commence until USA mark out has occurred.

The permittee is advised that the locations of utility lines may vary from those shown on approved project plans and that coordination with the appropriate utility companies is, therefore, imperative. Any damage or repair thereof to utility lines caused as a result of project implementation shall be the permittee's responsibility. The applicant shall be responsible for removing or blocking out all pavement markings installed for the project immediately upon completion of the work authorized in the Encroachment Permit. Should a utility conflict be present, then the Contractor shall contact the Engineer of Work immediately, in order to provide sufficient time for a redesign and approval of construction change.

PW-4 *[Traffic Control Plan]*

Prior to the approval of the Encroachment Permit, the contractor shall submit a plan for traffic control prepared by a registered California Civil or Traffic Engineer. The plan shall be subject to the review and written approval of the City. The plan shall be prepared in accordance with the "Manual for Uniform Traffic Control Devices (MUCTD) in Construction and Maintenance Zones" and the "County of San Diego Standard Traffic Control plans." The plan shall also be prepared and implemented to ensure that traffic control measures will be in place so as to protect pedestrian, cyclists and motorists from any construction, equipment, or other related activities, (including parked vehicles) due to construction. If a detour for traffic is needed, a Traffic Control plan should be submitted for review and approval by the City prior to the start of work.

PW-5 *[Trench Resurfacing, Contact with Public Works – Standards for Repair]*

All trench resurfacing shall be performed in accordance with the standards shown below and shall be subject to inspection by the City's representative. The permittee shall be responsible for calling MBI for an inspection at (760) 603-6264.

Trenches and improvements in streets shall conform to regional standards as follows:

a) Trenches wider than six (6) inches: Use Regional Standard G-24 type B. The base hall be compacted with twelve (12) inch maximum lifts to 95% modified proctor and test reports shall be furnished to the City prior to capping base with Asphalt.

b) Trenches six (6) inches or less: Use regional standard G-24 Type C. Call for an inspection prior to the Asphalt repair at call MBI at (760) 603-6264.

c) Traffic Control plans shall be followed per approved plans and adjusted by the contractor for changing conditions.

d) Trench plates used during a SDG&E gas connection (which can take up to two weeks) or on downhill road section, need to be ground down so plates are flush with roadway. All plates are to be "slip resistant". All open trenches in roadway shall be plated and secured at the end of the workday. Open trenches in pedestrian areas shall be plated or covered in heavy plywood.

e) Where a curb exists, the applicant shall bore under curb or saw cut a minimum of the width of the asphalt patch and replace with same construction. Should the proposed saw-cut fall within a couple of feet of a joint, then saw-cut shall be at the nearest joint.

f) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts except when the prior written consent of the Public Works Department has been obtained.

Construction shall include restoration of all speed controls bumps and all striping and/or any signage that may be disturbed as the result of project implementation. Restoration of disturbed speed bumps shall include thermoplastic paint of speed bump.

No open trench shall be allowed across any street or within ten (10) feet of any travel-way, except when work is in actual progress. Areas covered by acceptable steel plates are not to be construed as trenches.

PW-9 *[Traffic Control]*

The applicant shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The applicant shall also provide and maintain all traffic control and safety items. Permittee assumes sole and complete responsibility for the job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously twenty-four (24) hours per day and shall not be limited to normal work hours. All stationary items (e.g., dumpsters, heavy equipment, construction supplies) that will be in the public right-of-way for long periods of time, including, needs to have the proper reflective delineation.

In the event of the need for a full road closure, at a minimum of five (5) days prior to the road closure, signs measuring no less than 30”x36”shall be placed at each end of the block stating the dates, time and purpose of the road closure and a notice written notice containing the same information as the above-mentioned signs shall be distributed at the properties with frontage along the street where the traffic lane disruption will occur and at properties with frontage along the affected street that are within 200 (linear) feet of the area of traffic lane disruption. Additionally, the applicant shall be responsible for notifying the Del Mar Fire Department (858) 755-1522 and City Parking Enforcement (858) 755-1556 at least 72 hours prior to the road closure.

PW-17*[Public Works Inspection]*

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

a. Sidewalk, Driveway, Curb and Gutter and other Concrete Work Pre-pour and Final
b. Street Excavation T-Cut and Final
c. Sewer Lateral Capping during Demolition and New Lateral Connection to Main

d. Water- Cross Connection Inspection prior to final.
e. All Other Encroachment Activity Final

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, State of California, at a Regular Meeting held on the 7th day of April 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 7th day of April 2026, by the following vote:

AYES:

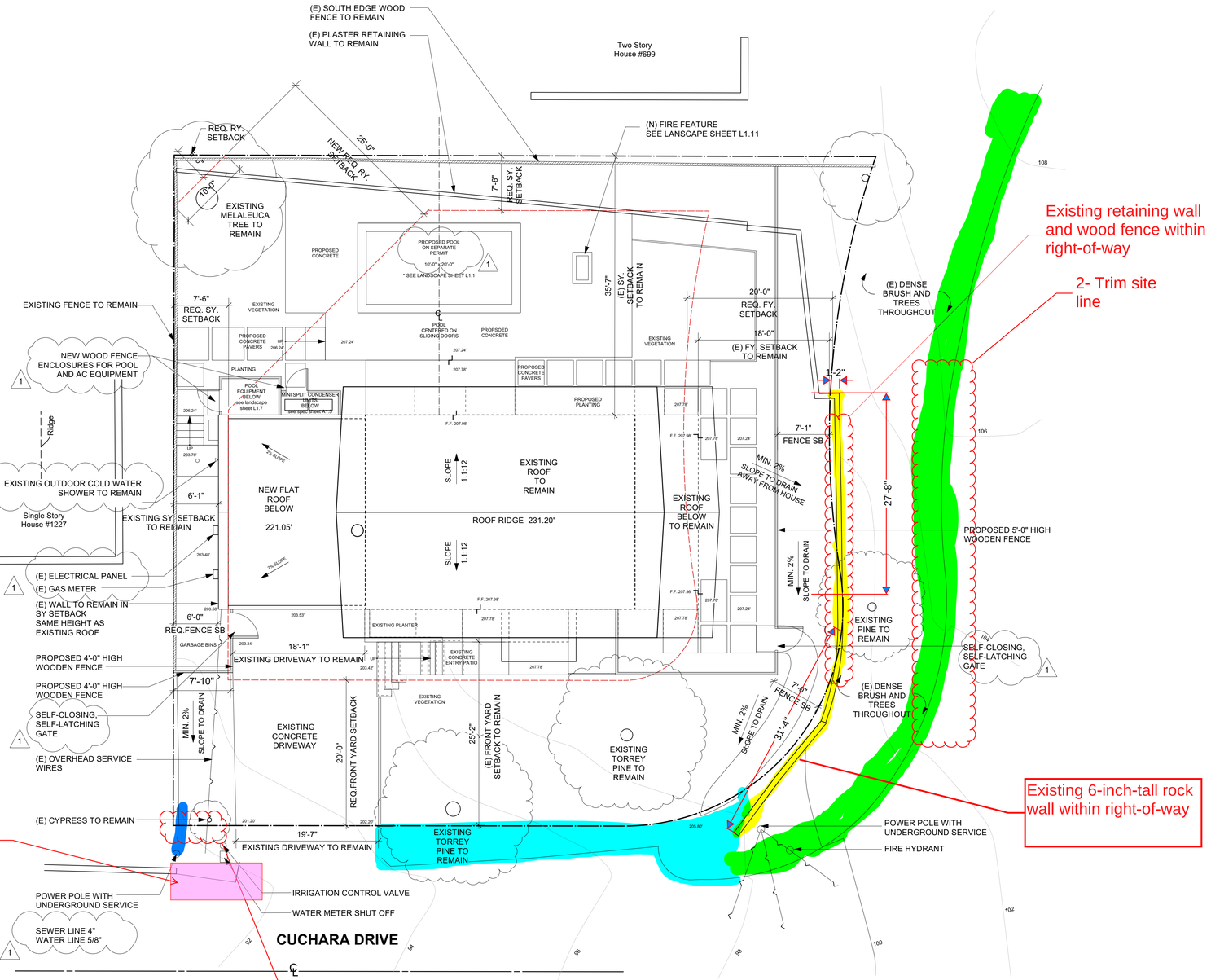
NOES:

RECUSE:

ABSENT:

ABSTAIN:

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



1 SITE PLAN
Scale: 1/8" = 1'-0"

PLUMBING NOTES:

PER CALIFORNIA CIVIL CODE ARTICLE 1101.4 AND CALGREEN SECTION 301.1, ALL BUILDING ALTERATIONS TO A SIGNGLE-FAMILY HOME, EXISTING PLUMBING FIXTURES IN THE ENTIRE HOUSE THAT DO NOT MEET COMPLIANT FLOW RATES TO BE UPGRADED. WATER CLOSETS WITH FLOW RATE IN EXCESS OF 1.6 GPF WILL NEED TO BE REPLACED WITH WATER CLOSETS WITH MAXIMUM FLOW RATE OF 1.28 GPF. SHOWERS WITH FLOW RATE IN EXCESS OF 2,5 GPM WITH NEED TO BE REPLACED WITH SHOWERHEADS OF MAXIMUM FLOW RATE OF 1.8 GPM. LAVATORY WITH A FLOW RATE IN EXCESS IF 2.2GPM WILL NEED TO BE REPLACED WITH LAVATORY WITH A MAXIMUM FLOW RATE OF 1.2GPM(1.8GPM FOR KITCHEN FAUCETS)

PROJECT INFORMATION

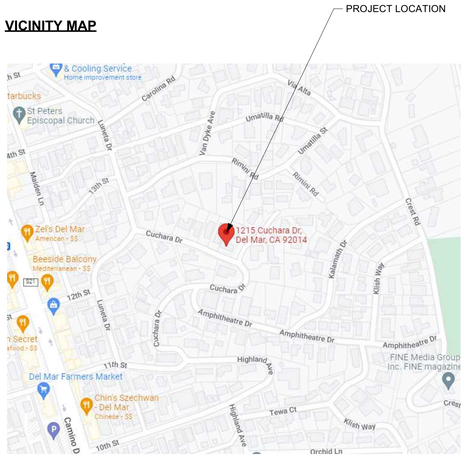
JOB ADDRESS: 1215 Cuchara Dr.
Del Mar, CA 92014

LEGAL DESCRIPTION: APN: 300-390-11-00

BENCHMARK ELEVATION: 2 1/2" Brass Disk in concrete in Monument Well stamped REED 1990 PLS 4965 in City of del Mar EL: 217.58 feet

CONSTRUCTION MATERIAL: TYPE V

VICINITY MAP



N

NOTES REFER TO LANDSCAPE PLAN FOR SITE INFORMATION (HARDSCAPE, SOFTSCAPE, PLANTING AND IRRIGATION)

REFER TO CIVIL DRAWINGS FOR ELEVATIONS AND DRAINAGE

POOL SAFETY NOTES:

a) -i) EXIT ALARMS ON THE PRIVATE SINGLE-FAMILY HOME'S DOORS THAT PROVIDE DIRECT ACCESS TO THE SWIMMING POOL. AN EXIT ALARM MAY CAUSE EITHER AN ALARM NOISE OR VERBAL WARNING, SUCH AS REPEATING NOTIFICATION THAT THE DOOR TO THE POOL IS OPEN.

a) -ii) MAIN HOUSE DOORS TO BACKYARD TO BE SELF-CLOSING, SELF-LATCHING.

b) -i) REMOVABLE MESH FENCING THAT MEETS ASTM SPECIFICATIONS F2286 STANDARDS IN CONJUNCTION WITH GATE THAT IS SELF-CLOSING AND SELF-LATCHING AND CAN ACCOMODATE A KEY LOCKABLE DEVICE.

b) -ii) AN APPROVED SAFETY POOL COVER MEETING THE PERFORMANCE STANDARDS OF ASTM STANDARD F1346-91.

b) -iii) AN ALARM THAT WHEN PLACED IN A SWIMMING POOL/SPA, WILL SOUND UPON DETECTION OF ACCIDENTAL OR UNAUTHORIZED ENTRANCE INTO THE WATER. THE ALARM SHALL MEET AND BE INDEPENDENTLY CERTIFIED TO ASTM STANDARD F2208.

b) -iii) OTHER MEANS OF PROTECTION, IN ACCORDANCE WITH CBC 3109.2.

EXISTING FENCE

NEW 5'-0" HIGH WOODEN FENCE/GATE TO BE PAINTED DARK GREY

SCHUR RESIDENCE

1215 Cuchara Dr.
Del Mar, CA 92014

scrafano architects
Architecture Interiors Planning

LICENSED ARCHITECT MARIA F. SCRAFANO NO. C 28071 REN. 7-31-25 STATE OF CALIFORNIA

5770 1/2 W. PICO BLVD
LOS ANGELES CA 90019
TEL 323.954.6464
FAX 323.954.6466

THESE DRAWINGS AND SPECIFICATIONS AND IDEAS, DESIGN AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF SCRAFANO ARCHITECTS AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF SCRAFANO ARCHITECTS. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

COPYRIGHT 2023, SCRAFANO ARCHITECTS.

OWNER:
Anne Marie and Eduardo Schur

STRUCTURAL ENGINEER:
Labib Funk + Associates
El Segundo, CA 90245
213.239.9700

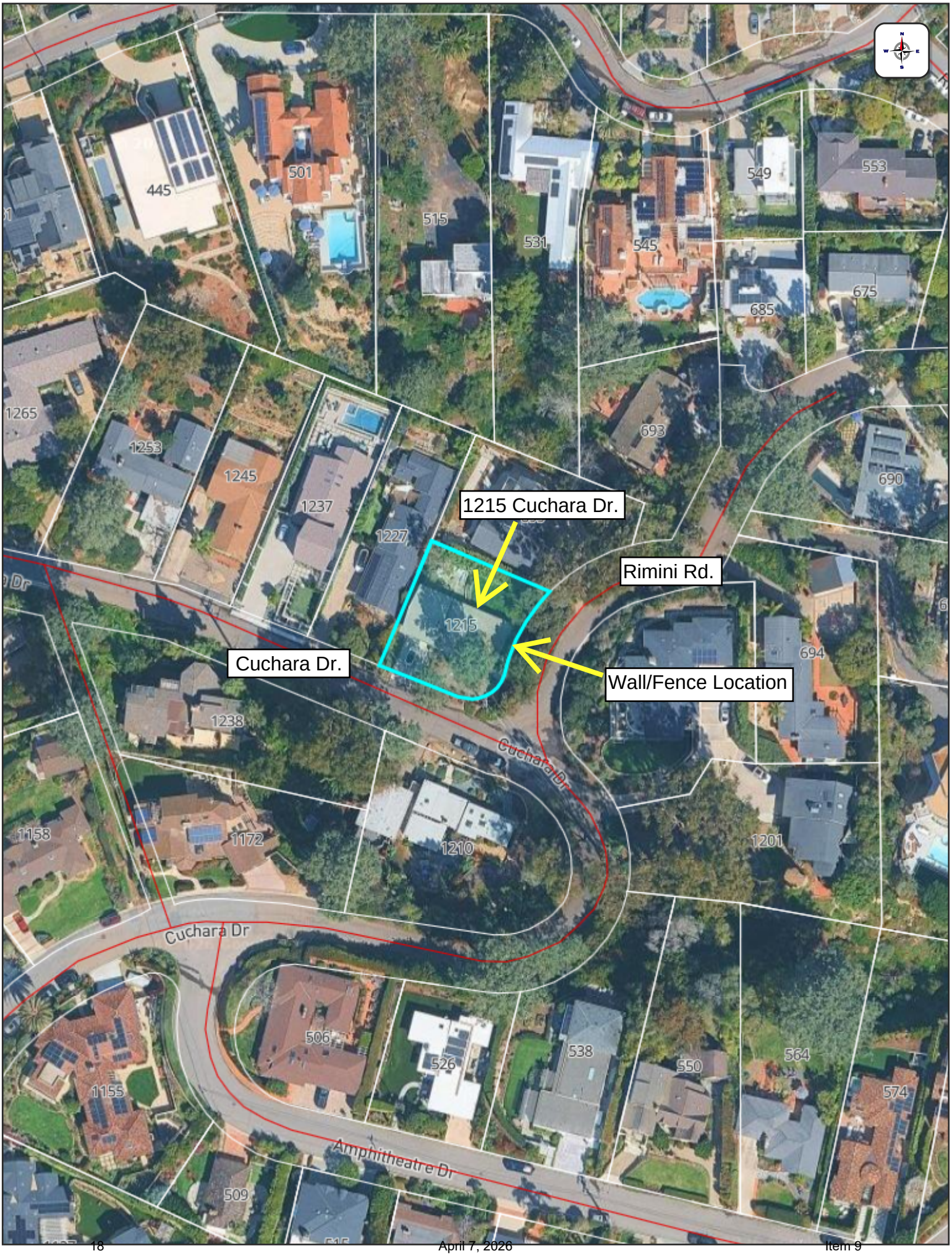
NO.	ISSUE	DATE
1	PERMIT SET	10-22-25
2	PERMIT CORRECTIONS	11-10-25

SITE PLAN

N

A0.3

1215 Cuchara Dr. Vicinity Map




Combined wall and fence height of 6 feet. Encroaching one - two feet into the right-of-way
View from the property's side yard looking east




Vegetation to be trimmed for sight line
Intersection of Rimini Rd. and Cuchara Dr. looking towards the property


1215 Cuchara Dr.
Rimini Rd.
Vegetation within the public right-of-way



View from Rimini Rd. looking west towards the property. Approximate grade difference of 5 feet.

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: April 7, 2026

SUBJECT: Adoption of Resolution to Declare the City-Owned 28th Street Vacant Lot Exempt Surplus Land per Surplus Lands Act (APN 299-030-12)

REQUESTED ACTION/RECOMMENDATION:
Staff recommends the City Council adopt a Resolution (Attachment A) to declare that the small City-owned 28th Street vacant lot 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 owns a vacant, developable property (Assessor's Parcel Number, APN 299-030-12) located at 28th Street. The vacant 28th Street property is 0.06 acres (2,614 square feet) and it is located in the City's developed North Beach neighborhood on the block immediately east of Camino del Mar and north of 28th Street, which is located within the regulatory floodplain. See Assessor's parcel map and photo identification for this site in Exhibit A to Attachment A.

The site is located within the coastal zone, east of the ocean shoreline and south of the San Dieguito Lagoon shoreline. The site does not contain any sensitive coastal resources. It is located within the coastal development permit appeals jurisdiction due to its location within 300 feet of the San Dieguito Lagoon, which means any prospective development on the site will be subject to approval of a coastal development permit issued by the City of Del Mar and appealable to the California Coastal Commission in accordance with Del Mar's certified Local Coastal Program.

In 2020, this site was identified as a candidate development 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 potential 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 10th 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 reviewed and considered the 28th 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 (Government Code Sections 54220 through 54234). 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 is currently pursuing the SLA exemption process for the 28th Street housing site. The City has been coordinating with the California Department of Housing and Community Development (HCD) and was assigned a case number (Case #SLA0002523). HCD reviewed the draft Resolution and indicated they look forward to receiving the adopted Resolution. Staff will continue to coordinate with HCD to ensure compliance (i.e., HCD review of the draft Notice of Availability and draft Request for Proposals before they are transmitted as final documents). This will allow the City to proceed with next steps to seek developer proposals, process development approval, and enter into a ground lease or sale agreement.

On March 19, 2026, the City mailed public notice to Native American tribes and other 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). On March 23, 2026, the City posted a notice at City Hall and on the City website and published a legal ad in the Coast News on March 27, 2026.

DISCUSSION/ANALYSIS:

The proposed determination that the 28th Street site is exempt surplus land is substantiated through written findings set forth in the proposed Resolution (Attachment A). The adopted Resolution must be provided to HCD for review at least 30 days before the City's disposition of the land pursuant to SLA Guidelines Section 400(e). 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. This is why, consistent with State law, the City prioritized use of surplus public land for development of lower income units to meet its RHNA for the 6th Cycle Housing Element.

To implement its housing strategy, the City will be considering multiple options for a potential sale or lease of the 28th Street property where those options may result in affordable homes for 2 to 4 lower income households and allow the City to qualify for exempt surplus status under the Surplus Lands Act.

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 28th Street property, which is 0.06 acre (2,614 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 28th Street property is intended to be used for development of housing that will be affordable to lower 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 28th Street property will be developed with rental housing or for sale housing for lower income households where 100% of the units will be restricted to

lower income households for at least 55 years for rental housing or 45 years for ownership housing and the affordable rent level or affordable sales price will be required to be below the median market rent or median sale price 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 and 45 years for ownership 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 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.

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 28th 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 which 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 Section 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 28th 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 affordable housing on its City-owned sites identified for affordable housing. The City will be taking the following steps to meet State law and make preparations to solicit potential developers:

- 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 that the City intends to lease or sell the surplus property and identifying timing for the agency to notify the City of their interest in the property, which if pursued would be subject to good faith negotiations in accordance with Government Code 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 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 four 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 affordable housing in a manner 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 or sale 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 and the permit will be appealable to the Coastal

Commission because the site is located in the Commission's appeals boundary in proximity to the San Dieguito Lagoon.

- Consistent with Housing Element Program 3B, the City is seeking to issue building permits for an affordable housing development on the 28th 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 28th 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 or sale agreement. The goal is to create 2 to 4 small units for lower income households.

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 28th Street Surplus Property
Exhibit A to Attachment A – Assessor's Parcel Map and Photo Identification of Parcel

ATTACHMENT A

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 ON 28TH STREET (APN 299-030-12), 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 28th Street which is Assessor's Parcel Number (APN) 299-030-12 as identified in Exhibit A to this Resolution (the "Property"), and commonly referred to as the 28th 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 North beach neighborhood, and is only 0.06 acres (2,614 square feet) in size; and

WHEREAS, the site is located in the Public Facilities Zone, Floodplain Overlay Zone, and Coastal Zone on a parcel that is located east of the ocean shoreline and south of the San Dieguito Lagoon and that does not contain any sensitive coastal resources; and

WHEREAS, the site is located within the City's coastal development permit appeals 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 and appealable to the California Coastal Commission in accordance with Del Mar's certified Local Coastal Program; 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 March 19, 2026, the City mailed public notice to Native American tribes and other 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), the City posted a notice at City Hall and on the City website on March 23, 2026, and published a legal ad in the Coast News on March 27, 2026; and

WHEREAS, under Government Code Section 54221(f)(1)(B) and Section Section103(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 Section 54221(f)(1)(F)(i), 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, 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 offer the Property to an affordable housing developer to build and operate affordable homes for lease or purchase for up to 4 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 on 28th Street, 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 2,614 square feet and thus is less than one half acre (21,780 square feet).

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 28th 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 7th day of April, 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 7th day of April, 2026, by the following vote:

AYES:

NOES:

RECUSE:

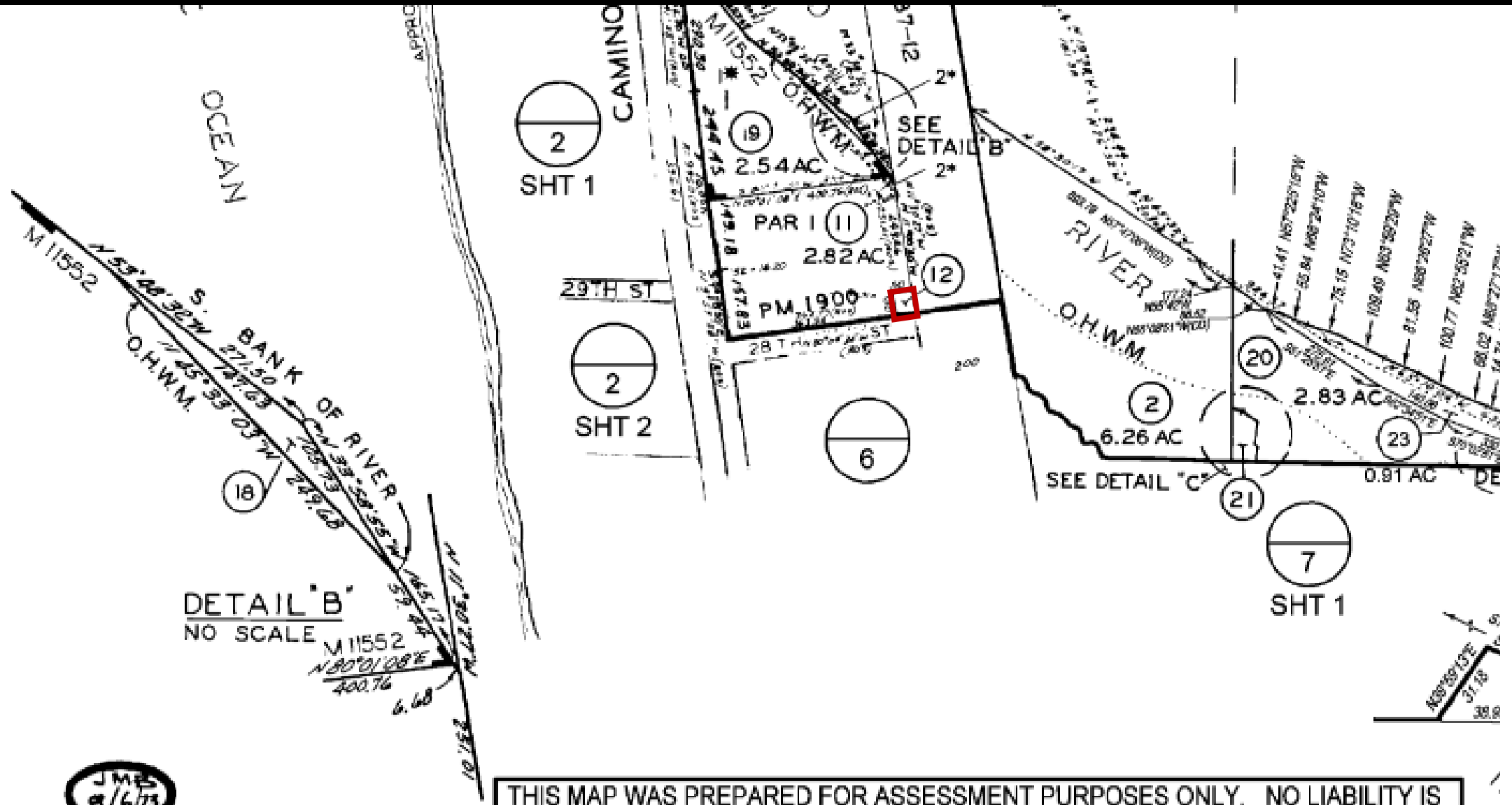
ABSENT:

ABSTAIN:

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

Exhibit A
28th Street Vacant Lot: APN 299-030-12-00

LEGEND
APN 299-030-12-00



JMB 8/6/13

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 299 PAGE 03 SHT 1 OF 2

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Exhibit A

28th Street Vacant Lot: APN 299-030-12-00



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: April 7, 2026

SUBJECT: Resolution Approving the Del Mar Projects for Inclusion in the TransNet Local Street Improvement Program of Projects for Fiscal Year 2026-2027 through Fiscal Year 2030-2031 and Amending Fiscal Year 2024-2025 Programming to include Carry-Over Funding

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that City Council conduct a public hearing and adopt a Resolution (Attachment A) approving Del Mar projects for inclusion in the TransNet Local Street Improvement Program of Projects as part of the Regional Transportation Improvement Program

BACKGROUND:
TransNet is the half-cent sales tax for funding local transportation projects that was first approved by voters in 1988. On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (TransNet Extension Ordinance) that extended TransNet for an additional 40-year period.

The San Diego Association of Governments (SANDAG) Board, in its role as the San Diego County Regional Transportation Commission, approves the TransNet Program of Projects (POP) as an element of the Regional Transportation Improvement Program (RTIP). The RTIP is a multi-year program of major highway, arterial, transit, and bikeway projects planned by all cities within the County of San Diego.

SANDAG's TransNet revenue estimates are based on forecasted sales tax revenue in the County. On January 5, 2026, SANDAG released its draft TransNet Revenue Forecast for the five-year period of Fiscal Year (FY) 2026-2027 through FY 2030-2031 for the Local Street Improvements (LSI) program (Attachment B). SANDAG adjusts the revenue forecast annually, and the City Council reviews and approves the City's program of projects annually to ensure the programming best meets the city's needs.

City Council Action:

DISCUSSION/ANALYSIS:

SANDAG estimates that the City of Del Mar will receive a total of $737,000 in TransNet LSI funds during the period FY 2026-2027 through FY 2030-2031. To use TransNet LSI funds on City projects, those projects must be included within the SANDAG approved POP. During the next five fiscal years, City staff proposes funding pavement improvements and local match to the Camino del Mar Bridge Replacement with TransNet revenues as shown in the table below.

Del Mar's Amended RTIP List of Programmed Projects

PROJECT ID	PROJECT TITLE	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	TOTAL
DM 01	Annual Street Maintenance (Small Area Repairs)	$42,000	$43,000	$44,000	$45,000	$46,000	$220,000
DM 02	Local Match to Bridge Retrofit Projects (Camino del Mar Bridge over San Dieguito River Replacement Project)	$0	$10,000	$10,000	$10,000	$0	$30,000
DM 06	Sidewalk, Street, and Drainage Improvements	$99,000	$91,000	$93,000	$96,000	$108,000	$487,000
	Revenue Forecast	$141,000	$144,000	$147,000	$151,000	$154,000	$737,000
	Estimated Carry-Over	$0	$0	$0	$0	$0	$0
	Estimated Funding Available	$141,000	$144,000	$147,000	$151,000	$154,000	$737,000

The recommended program for FY 2026-2027 includes:

1) $42,000 for DM 01 - Annual Street Maintenance to provide supplemental funding to the small area patch repairs completed annually
2) $0 for DM 02 – Local Match for Bridge Retrofit Projects, deferring the programming funding until FY 2027-2028 when the project has entered construction and expenditures increase significantly
3) $99,000 for DM 06 – Sidewalk, Street, and Drainage Improvements to be used to partially fund the upcoming Pavement Management Program project

The amounts in the table represent only the RTIP portion of project funding, not the anticipated annual City expenditure.

In addition, staff is requesting that City Council formally approve an amendment to the FY 2024-2025 programming to allow the City to carry-over funding of $510,000 from FY

2024-2025 into FY 2025-2026 and spend the funding on pavement improvements this fiscal year as intended.

FISCAL IMPACT:
There is no fiscal action to be taken by the City Council related to this agenda item. City Council approval of this item will secure RTIP funding for the City as estimated by SANDAG. The transportation related project expenditures and anticipated RTIP funding discussed in this report total $737,000 over the next five fiscal years.

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:
TransNet funds support the City Council’s approved Tier 1 Capital Improvement Program projects included in the Pavement Management Program.

ATTACHMENTS:
Attachment A – Resolution Adopting City of Del Mar’s RTIP Program of Projects for FY 2026-2027 through FY 2030-2031 and Amending FY 2024-2025 Programming
Attachment B – TransNet Revenue Forecast – Local Street Improvement Program

ATTACHMENT A

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY OF DEL MAR, CALIFORNIA, ADOPTING THE LIST OF DEL MAR PROJECTS FOR INCLUSION IN THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2026-2027 THROUGH 2030-2031 AND ADOPTING AN AMENDMENT TO THE *TRANSNET* LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEAR 2024-2025

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance), which has been amended from time to time in accordance with the applicable amendment requirements; and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of Del Mar was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2026-2027 through 2030-2031; and

WHEREAS, the City of Del Mar approved its FY 2024-2025 TransNet Local Street Improvement Program of Projects (POP) on April 15, 2024, and the City of Del Mar desires to make adjustments to its Program of Projects; and

WHEREAS, the City of Del Mar has held a noticed public hearing with an agenda item that clearly identified the proposed list of projects and the proposed amendment prior to approval of the projects by its authorized legislative body in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

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. Pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of Del Mar certifies that no more than 30 percent of its cumulative revenues shall be spent on local street and road maintenance-related projects, or that its expenditures are consistent with the most recent *TransNet* Extension Ordinance requirements adopted by SANDAG.

3. Pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of Del Mar certifies that all new projects, or major reconstruction projects, funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the Ordinance and proposed shall be clearly noticed as part of the City of Del Mar's public hearing process.

4. City of Del Mar requests that SANDAG make the following changes to its POP (the "Amendment") as programmed in the FY 2024-2025 RTIP: Funding programming to carry-over $510,000 from FY 2024-2025 to FY 2025-2026; and

5. Pursuant to Section 8 of the *TransNet* Extension Ordinance, the City of Del Mar certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the 5-year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

6. Pursuant to Section 9A of the *TransNet* Extension Ordinance, the City of Del Mar certifies that it will exact $3,109.88 plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction (unless exempted under the *TransNet* Extension Ordinance,) and shall contribute such exactions to the Regional Transportation Congestion Improvement Program (RTCIP).

7. Pursuant to Section 13 of the *TransNet* Extension Ordinance, the City of Del Mar certifies that it has established a separate Transportation Improvement Account for *TransNet* revenues with interest earned expended only for those purposes for which the funds were allocated.

8. Pursuant to Section 18 of the *TransNet* Extension Ordinance, the City of Del Mar certifies that each project of $250,000 or more will be clearly designated during construction with *TransNet* project funding identification signs.

9. The City of Del Mar does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 31 have been met.

10. The City of Del Mar agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Del Mar's *TransNet* funded projects Hall Solar Project Capital Improvement Program budget (40-6408-5900).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 7th day of April, 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 7th day of April, 2026, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

TransNet Revenue Forecast - Local Street Improvement Program[1]

Revised FY 2026 and Estimates for FY 2027 to FY 2031 (in $000s)**

1/5/2026 DRAFT

Jurisdiction	January 2025 Population[3]	Maintained Miles[3]	FY 2026*	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Carlsbad	116,368	430.35	$5,023	$5,130	$5,270	$5,407	$5,546	$5,687
Chula Vista	281,401	557.28	$9,649	$9,856	$10,127	$10,391	$10,658	$10,931
Coronado	22,610	45.76	$826	$843	$865	$886	$908	$930
Del Mar[4]	3,950	25.53	$136	$141	$144	$147	$151	$154
El Cajon	104,932	195.91	$3,570	$3,645	$3,745	$3,842	$3,940	$4,040
Encinitas	61,956	174.88	$2,425	$2,476	$2,543	$2,609	$2,675	$2,743
Escondido	150,425	321.81	$5,301	$5,414	$5,563	$5,707	$5,853	$6,003
Imperial Beach[4]	26,369	45.80	$742	$936	$960	$984	$1,008	$1,033
La Mesa	60,908	151.76	$2,284	$2,332	$2,395	$2,457	$2,519	$2,582
Lemon Grove	28,163	61.63	$1,040	$1,061	$1,089	$1,117	$1,144	$1,172
National City	58,965	103.88	$1,997	$2,039	$2,094	$2,147	$2,201	$2,257
Oceanside	174,340	430.61	$6,425	$6,563	$6,743	$6,918	$7,096	$7,277
Poway	50,379	174.89	$2,146	$2,191	$2,250	$2,308	$2,366	$2,425
San Diego	1,408,937	2,780.29	$48,062	$49,095	$50,450	$51,773	$53,110	$54,473
San Marcos[4]	97,123	195.12	$2,452	$2,523	$2,618	$2,710	$2,803	$2,898
Santee[4]	59,568	122.64	$1,296	$1,332	$1,379	$1,424	$1,595	$2,024
Solana Beach[4]	12,986	42.54	$252	$264	$279	$293	$308	$323
Vista	101,599	176.15	$3,390	$3,462	$3,556	$3,648	$3,741	$3,836
County[4]	509,160	1,983.05	$21,017	$21,437	$22,068	$22,683	$23,300	$23,922
Subtotal Street & Road* **	**3,330,139**	**8,019.9**	**$118,034**	**$120,740**	**$124,136**	**$127,451**	**$130,923**	**$134,709**
Local EMP[5]			$7,364	$7,368	$7,528	$7,688	$7,899	$8,105
Local Smart Growth[5]			$8,592	$8,596	$8,782	$8,970	$9,216	$9,456

DRAFT

**Estimate updated in January 2026*

***Revenue estimates for planning purposes only. Payments will be based on actual sales tax monthly receipts from the State Board of Equalization.*

**** Totals may not add up due to rounding*

1.Projection of revenues are based on estimate of growth rate on taxable sales as forecasted by SANDAG and excludes interest and prior year excess funds.

2. Distribution of revenue estimates are based on the 2004 Proposition A Extension: San Diego Transportation Improvement Program and Expenditure Plan and apportioned as follows: (a) $50,000 annual base per agency ; (b) balance distributed on a formula of 2/3 population and 1/3 maintained miles.

3. Population numbers are based on the Department of Finance January 2025 population; Maintained miles figures are based on Caltrans 2024 California Public Road Data (December 2025).

4. Revenues are net of estimated commercial paper and/or bond debt service payments

5. EMP to be distributed on a project by project basis; Smart Growth to be allocated based on Call for Projects process.

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: April 7, 2026

SUBJECT: Resolution Establishing the Date by Which Overhead Electric and Communication Facilities Shall be Removed in the Underground Utility District 1A (Stratford Court South)

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council conduct a public hearing to adopt a Resolution (Attachment A) establishing the date by which overhead electric and communication facilities shall be removed in the Underground Utility District 1A (Stratford Court South) in accordance with Del Mar Municipal Code (DMMC) Section 23.54.030.

DISCUSSION/ANALYSIS:
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 formation of UUD 1A (Stratford Court South). Stratford Court South (1A) was identified as the next district after completion of the Tewa Court/10th Street UUD pilot project on February 8, 2023. UUD 1A includes 56 poles and 7,500 linear feet of overhead conversion to 11,165 linear feet of underground trench from 4th Street to 12th Street west of Camino del Mar, including 227 properties and 464 residences. There are fifty-five properties which required undergrounding of their private service lateral at the expense of the property owner. A map of Stratford Court South (1A) is included as Exhibit A to Attachment A.

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, and City construction reached substantial completion in April 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. The City Council approved a cost agreement with SDG&E on April 21, 2025, for the undergrounding construction work. The utility companies have mostly completed installation of cables and connections, service cutovers, and overhead removals, with the final step of

City Council Action:

pole removals currently anticipated in April 2026. Detailed UP updates were provided on February 17, 2026, including for Stratford Court South (1A).

Pursuant to DMMC Section 23.54.030, a Council resolution was adopted on March 3, 2025, establishing the date by which properties within the UUD must be ready to receive underground service (Attachment C). Property owners have completed installation of service lateral conduits as required per DMMC.

Pursuant to DMMC Section 23.54.030, a Council resolution is required to establish the date by which all overhead facilities, including utility poles, overhead wires and associated overhead structures in the UUD shall be removed. Staff recommends the date of April 30, 2026, as a feasible and reasonable date by which overhead facilities shall be removed.

FISCAL IMPACT:
There is no fiscal impact or action to be taken by the City Council related to this agenda item.

ENVIRONMENTAL IMPACT:
Pursuant to the California Environmental Quality Act (CEQA), the proposed project has been analyzed and determined to be Categorically Exempt pursuant to CEQA Guidelines Section 15302(d) (Class 2) in that the project includes the undergrounding of public utilities where the surface will be restored to the existing condition, and CEQA Guidelines Section 15304 (Class 4) in that any grading required to provide access to utilities constitutes a minor alteration in the condition of the land. The proposed project has been designed based on recommendations in an Arborist's Report titled "City of Del Mar Assessment of Torrey Pines" prepared by West Coast Arborists dated June 3, 2021 to avoid impacts and/or the removal of healthy, mature, scenic trees as a result of the proposed activities (report is on-file with the City of Del Mar, 1050 Camino del Mar, Del Mar, CA 92014). It has been further been determined that none of the six exceptions to the use of a categorical exemption would apply to this project (CEQA Guidelines Section 15300.2) and the project has been designed to avoid sensitive environmental resources.

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 – Resolution Establishing the Date by Which Overhead Electric and Communication Facilities Shall be Removed in Underground Utility District 1A (Stratford Court South)
Exhibit A to Attachment A – UUD 1A Stratford Court South Map
Attachment B – Citywide Undergrounding Program Map
Attachment C – Resolution No. 2025-04 Establishing the Date by Which Underground Utility District 1A (Stratford Court South) Properties Must be Ready to Receive Underground Service

ATTACHMENT A

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE DATE BY WHICH OVERHEAD ELECTRIC AND COMMUNICATION FACILITIES SHALL BE REMOVED IN THE UNDERGROUND UTILITY DISTRICT 1A (STRATFORD COURT SOUTH)

WHEREAS, on July 12, 2021, the City Council of the City of Del Mar adopted Resolution 2021-37 establishing District 1A (Stratford Court South) as a designated and declared Underground Utility District ("UUD") of the City of Del Mar; and

WHEREAS, the UUD is in the general public interest and includes public benefits such as an improved pedestrian and bicycle environment, increasing public access to public recreational areas, reducing the risk of fire or power outage from downed poles or lines, and improved aesthetics within the District; and

WHEREAS, the removal of all poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, and similar or associated service within the UUD is required in order to fulfill the goal of the UUD; and

WHEREAS, all properties within the District must be ready to receive underground service, and all poles, overhead wires and associated overhead structures shall be removed by the time specified in a subsequent resolution, pursuant to Section 23.54.030 of the Del Mar Municipal Code; and

WHEREAS, a reasonable time shall be allowed for removal and underground installation, having due regard for the availability of labor, materials, and equipment necessary for such removal and for the installation of such underground facilities; and

WHEREAS, on March 3, 2025, the City Council the City Council of the City of Del Mar adopted Resolution 2025-04 establishing the date by which Underground Utility District 1A (Stratford Court South) properties must be ready to receive underground service; and

WHEREAS, the date and by which poles and other structures shall be removed shall signify that the District is fully formed, and at which time it will become unlawful to construct or maintain above-ground facilities beyond the date established by the City Council for removal of such facilities; and

WHEREAS, the City of Del Mar conducted analysis of the UUD work progress and identified April 30, 2026, as a feasible and reasonable date by which all overhead facilities, including utility poles, overhead wires and associated overhead structures in the UUD shall be removed.

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 and incorporated herein.

2. By Council action, April 30, 2026, is established as the date by which the Underground Utility District is fully formed and by which all poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, and similar or associated service within the Underground Utility District shall be removed.

3. The City Clerk is hereby directed to notify all affected property owners as shown on the last equalized assessment rolls, and all affected utilities, of the adoption of this Resolution within fifteen (15) days after the date of such adoption, and that all poles and related overhead structures are to be removed from within the District on or before the applicable date set forth in the Resolution in accordance with Section 23.54.070 of the Del Mar Municipal Code. This notice shall also state the work required to change the facilities on the premises so as to receive electric, communication, or community antenna television or similar or associated service provided or to be provided by the utility company shall be accomplished on or before the applicable date set forth in the previously noticed Resolution No. 2025-04 in accordance with Section 23.54.070 of the Del Mar Municipal Code.

4. The City Clerk is hereby directed to record a certified copy of this Resolution with the office of the County Recorder, in accordance with Section 23.54.030 of the Del Mar Municipal Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 7th day of April, 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 7th day of April, 2026 by the following vote:

AYES:

NOES:

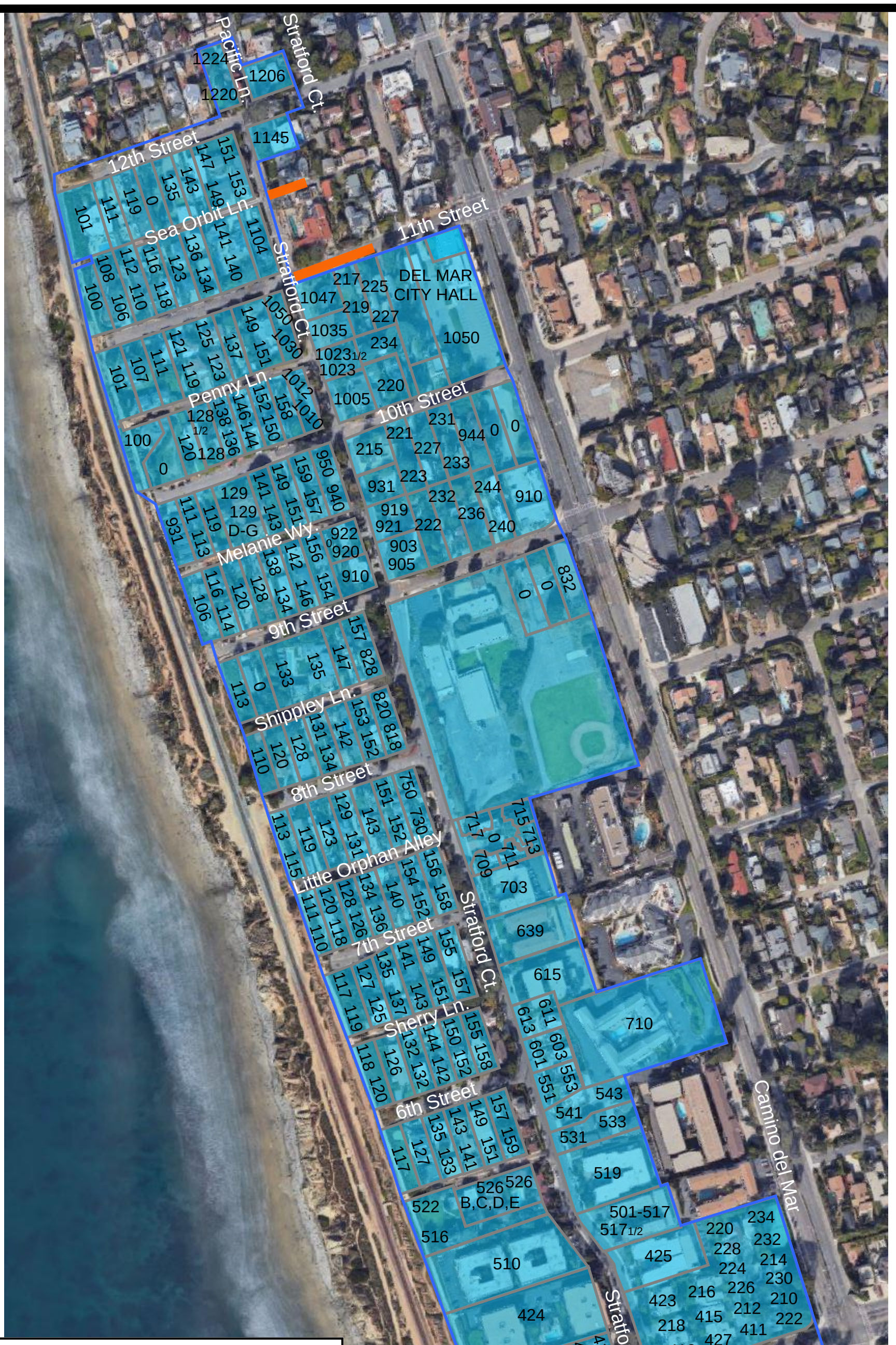
RECUSE:

ABSENT:

ABSTAIN:

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

Utility Undergrounding District 1A (UUD 1A) - Stratford Court South



LEGEND

District Limits

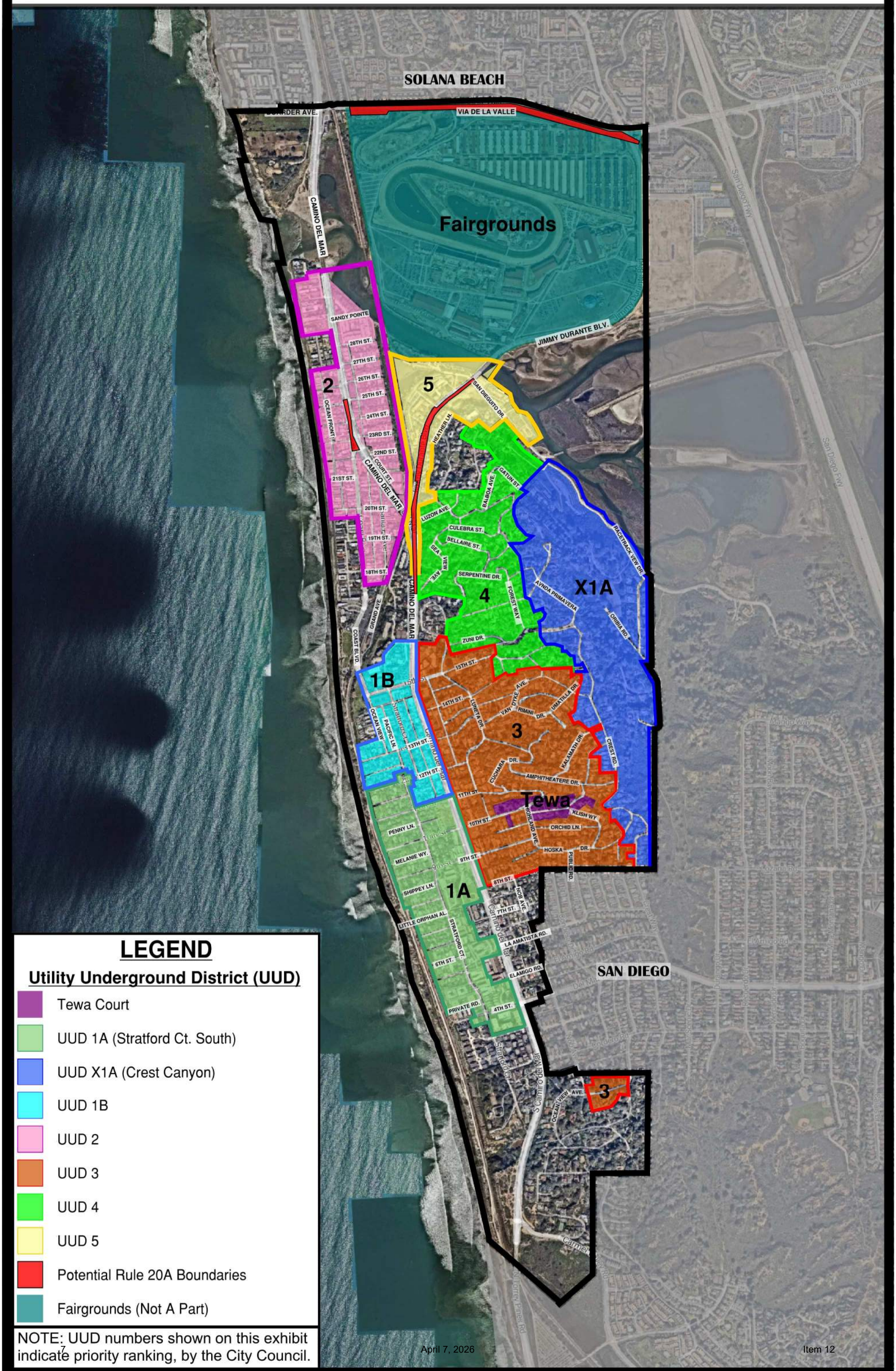
Trench Work Beyond District Limits

www.delmar.ca.us/up

05/06/2021

Citywide Utility Undergrounding Map

ATTACHMENT B



LEGEND

Utility Underground District (UUD)

- Tewa Court
- UUD 1A (Stratford Ct. South)
- UUD X1A (Crest Canyon)
- UUD 1B
- UUD 2
- UUD 3
- UUD 4
- UUD 5
- Potential Rule 20A Boundaries
- Fairgrounds (Not A Part)

NOTE: UUD numbers shown on this exhibit indicate priority ranking, by the City Council.

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, ESTABLISHING THE DATE BY WHICH UNDERGROUND UTILITY DISTRICT 1A (STRATFORD COURT SOUTH) PROPERTIES MUST BE READY TO RECEIVE UNDERGROUND SERVICE

WHEREAS, on July 12, 2021, the City Council of the City of Del Mar adopted Resolution 2021-37 establishing District 1A (Stratford Court South) as a designated and declared Underground Utility District ("UUD") of the City of Del Mar; and

WHEREAS, the UUD is in the general public interest and includes public benefits such as an improved pedestrian and bicycle environment, increasing foot traffic, reduced risk of fire or power outage from downed poles or lines, and improved aesthetics within the district; and

WHEREAS, the removal of all poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, and similar or associated service within the UUD is required in order to fulfill the goal of the UUD; and

WHEREAS, the time within which property in said district must be ready to receive underground service and by which poles, overhead wires and associated overhead structures shall be removed shall be set by subsequent resolution, pursuant to Section 23.54.030 of the Del Mar Municipal Code; and

WHEREAS, a reasonable time shall be allowed for removal and underground installation, having due regard for the availability of labor, materials, and equipment necessary for such removal and for the installation of such underground facilities; and

WHEREAS, property owners within Work Zone 1 of the UUD were notified on November 26, 2024, to install underground service laterals by January 26, 2025, which is a feasible and reasonable date to complete work. Work Zone 1 includes properties on Stratford Court from 4th Street to 6th Street, and 4th Street; and

WHEREAS, property owners within Work Zone 2, excluding those residing on Little Orphan Alley and 9th Street, of the UUD were notified on January 27 and 28, 2024, to install underground service laterals by March 28, 2025, which is a feasible and reasonable date to complete work. Work Zone 2 includes properties on Stratford Court from 6th Street to 9th Street, as well as Sherrie Lane, Little Orphan Alley, and 9th Street; and

WHEREAS, property owners within Work Zone 3, excluding those residing on Melanie Way, but including those residing on Little Orphan Alley and 9th Street, of the UUD were notified from February 3 to 10, 2024, to install underground service laterals by April 10, 2025, which is a feasible and reasonable date to complete work. Work Zone 3 includes properties on Stratford Court from 9th Street to 12th Street, as well as Melanie Way, 10th Street, Penny Lane, Sea Orbit Lane, and Pacific Lane; and

WHEREAS, property owners on Melanie Way of the UUD will be notified around March 14, 2024, to install underground service laterals by May 14, 2025, which is a feasible and reasonable date to complete work.

WHEREAS, the time by which poles, overhead wires and associated overhead structures shall be removed shall be set by subsequent 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. By Council action, March 3, 2025, is hereby established as the date by which the properties within Work Zone 1 of the District 1A (Stratford Court South) must be ready to receive underground service.

3. By Council action, March 28, 2025, is hereby established as the date by which the properties within Work Zone 2, excluding those on Little Orphan Alley and 9th Street, of the District 1A (Stratford Court South) must be ready to receive underground service.

4. By Council action, April 10, 2025, is hereby established as the date by which the properties within Work Zone 3, excluding those on Melanie Way but including those on Little Orphan Alley and 9th Street, of the District 1A (Stratford Court South) must be ready to receive underground service.

5. By Council action, May 14, 2025, is hereby established as the date by which the properties on Melanie Way of the District 1A (Stratford Court South) must be ready to receive underground service.

6. The City Clerk is hereby directed to notify all affected property owners as shown on the last equalized assessment rolls of the adoption of this Resolution within fifteen (15) days after the date of such adoption, and that that the work required to change the facilities on the premises so as to receive electric, communication, or community antenna television or similar or associated service provided or to be provided by the utility company shall be accomplished on or before the applicable date set forth in the Resolution, as shown in Exhibit A, in accordance with Section 23.54.070 of the Del Mar Municipal Code.

7. The City Clerk is hereby directed to record a certified copy of this Resolution with the office of the County Recorder, in accordance with Section 23.54.030 of the Del Mar Municipal Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 3rd day of March, 2025.

Terry Gaasterland, Mayor
City of Del Mar

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney
City of Del Mar

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

I, SARAH KRIETOR, Administrative Services Manager/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of Resolution No. 2025-04, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 3rd day of March, 2025, by the following vote:

AYES:	Deputy Mayor Martinez, Councilmembers Quirk and Spelich
NOES:	None
RECUSE:	Mayor Gaasterland
ABSENT:	None
ABSTAIN:	None

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

Utility Undergrounding District 1A (UUD 1A) - Stratford Court South

The following map includes date by which properties must be ready to receive underground service per the Resolution.

WORK ZONE 3
April 10

MELANIE WAY
May 14

LITTLE ORPHAN ALLEY
April 10

WORK ZONE 2
March 28

WORK ZONE 1
March 3

9TH STREET
April 10

LEGEND

District Limits

Trench Work Beyond District Limits

www.delmar.ca.us/up

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: April 7, 2026

SUBJECT: Initial Consideration of an Appeal of Encroachment Permit (EP) 25-049

EP Appellant and Applicant: Paul Rael
Appellant's Address: 1612 Stratford Way (APN: 299-280-47-00)

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council uphold the denial of Encroachment Permit EP25-049 (Attachment A) and decline to set the appeal for a de novo hearing.

BACKGROUND:
Stratford Way is a narrow-improved street within the hillside community. The improved road width along the project frontage at 1612 Stratford Way is approximately 16 feet wide, with an unauthorized decomposed granite shoulder installed in the public right-of-way that is approximately 8 feet wide. However, because the north side of Stratford Way adjacent to the property does not restrict parking, the actual road width can be reduced to as little as 8 feet when vehicles are parked on the street.

West of the subject property, street parking is prohibited due to the narrow width and curvature of the street as it loops north and turns into Luneta Drive.

Prior to the redevelopment of the subject site in 2020, the property contained a single-family residence with landscaping extending to the edge of pavement, with the driveway access located where the decomposed granite currently exists.

In 2021, Mr. Rael (Applicant) applied for an Encroachment Permit (EP) EP21-066 to install 3-foot by 6-foot concrete pavers over the existing decomposed granite within the public right-of-way, which was denied because it was found to be inconsistent with Del Mar Municipal Code (DMMC) Section 23.28.040 – Prohibited Encroachments and Section 23.282070 – Findings for Approval.

City Council Action:

On October 3, 2024, Code Enforcement Case CE24-170 was opened after the City received a complaint regarding newly placed gravel along the frontage of 1612 Stratford Way.

Staff determined that the Applicant had not received authorization to install the loose gravel as shown in Attachment B and therefore required its removal. The Applicant was advised to contact the City to obtain an encroachment permit for any improvements in the public right-of-way.

It appears that the Applicant subsequently removed the loose gravel and installed decomposed granite material within the right-of-way without authorization.

On January 8, 2025, the Applicant applied for a Long-term, Minor Encroachment Permit (EP25-006) proposing:

- A new concrete walkway,
- A six-inch concrete curb adjacent to the property fence line,
- Grasscrete (concrete squares with grass between them), and
- Decomposed granite (DG) improvements within the public right-of-way.

The proposal would improve approximately 8 feet of the public right-of-way along the northern property frontage.

The Applicant indicated the proposed improvements would provide a more durable surface than the existing unauthorized DG. This portion of the right-of-way is primarily used for parking due to the narrow width of Stratford Way.

On February 25, 2025, the City denied EP25-006 because the proposed encroachments would create the appearance that the area within the right-of-way is reserved for private use, which is prohibited by DMMC Section 23.28.080(B)(3).

In addition, staff could not make two of the six findings for approval under DMMC Section 23.28.070(C.1-6), specifically:

- Finding 2 – The proposed encroachments would not unreasonably interfere with the intended use of the City right-of-way; and

- Finding 5 – The proposed encroachments would not be detrimental to the interests of the general public.

Staff advised the Applicant that, due to the narrow width of Stratford Way, asphalt would be the only material likely to be supported for improvements within the right-of-way

because it would functionally widen the street, which is important due to the existing narrow street width.

On April 24, 2025, the Applicant submitted another Long-term, Minor Encroachment Permit (EP25-049) proposing:

- A mountable concrete curb between the roadway and DG shoulder,
- A 6-inch concrete curb adjacent to the property fence line,
- Relocation of walkway pavers, and
- Asphalt grasscrete within the DG shoulder (as shown Attachment C).

This proposal was substantially similar to EP25-006, with the addition of the mountable curb and the asphalt grasscrete material.

On January 5, 2026, the City denied EP25-049 after staff again determined that the proposed encroachments are inconsistent with DMMC Section 23.28.040(B)(3), which prohibits encroachments that create the impression that public right-of-way is reserved for private use. Furthermore, staff again could not make Findings 2 and 5 related to interference with the intended use of City right-of-way and potential detriment to the interests of the general public.

The proposed encroachments would modify the existing DG shoulder in a manner that could convey that the area is reserved for private use, potentially discouraging public parking.

A visual timeline is included as Attachment D showing the condition of the property dating back to its redevelopment in 2020.

APPEAL/STAFF RESPONSES:
On January 20, 2026, the Appellant (Paul Rael) filed an appeal with the City Clerk of the denial of EP25-049 (Attachment E). Below are the Appellant's reasons for appeal (shown in bold text) with staff's responses (shown in italics):

Appellant Point 1: The design has been revised with additional technical information for consideration. The Appellant and his representatives revised the proposed encroachments with additional information after EP25-049 was denied that staff did not have the benefit of considering prior to denial. The Appellant indicates that the additional information, provided after the denial was issued, depicts how the existing number of informal parking spaces will be the same before and after the improvements and demonstrates how the design allows for public on-street parking. Furthermore, the revised plan provides a 5-foot safety buffer to allow pedestrians a refuge off the paved surface when vehicular traffic passes. In addition, curb and gutter drainage improvements would be built to City standards.

Staff Response: *The City's practice is to review and make a determination on submitted proposals based on the information provided by the Applicant. Typically, staff will work with applicants to come up with an acceptable solution, however, after the denial of EP25-006 and throughout the review process of EP25-049, staff indicated that an acceptable solution would be to propose asphalt within the shoulder in the ROW. Throughout a multi-year process, the City considered multiple types of materials proposed by the Applicant and consistently conveyed that the frontage should be improved with asphalt, based on the street design width and the required DMMC findings. This process resulted in two Encroachment Permit denials. The proposed material, asphalt "grasscrete," would consist of asphalt squares with gravel in between (rather than grass, as the name infers). The City Manager's decision is final unless appealed. An applicant would need to submit a new application and go through the review process for any new proposals.*

Appellant Point 2: The Appellant seeks to improve the parking shoulder section of public right-of-way between the Appellant's property line and Stratford Way paved roadway. According to the Appellant, this area is comprised of dirt that washes away during rain events and is wide enough to be used as a parking shoulder by neighbors on Stratford Way, an area where on-street parking is limited. The parking shoulder area appears unfinished, and the Appellant proposes to beautify the area at his expense for the benefit of the City.

Mr. Rael is proposing this improvement with a grasscrete base covered in charcoal gray decomposed granite to provide (and continue) the informal on-street parking. The color of the grasscrete and DG will closely match the color of the roadway asphalt, giving the appearance that the parking shoulder is an extension of the street. In addition, the grasscrete and DG solution is permeable which would allow stormwater to percolate into the soil. Moreover, the proposed curb and gutter improvements along the property frontage will match the existing curb-and-gutter design located immediately west of the property. No loss of parking is anticipated, and the parking shoulder can accommodate up to three (3) vehicles, and the proposal maintains the same areas for informal parking. The concrete paver walkway proposed at the entry provides an entry path to the residence but still allows vehicles to drive over it to park.

Granting the approval of the EP would not convey that the encroached upon area is owned or reserved for private use as an existing fence and landscaping along the property line clearly delineates private property from public right-of-way. The proposed materials and colors provide an informal parking shoulder that do not match the private improvements of the home therefore, not creating an impression that the parking shoulder is or will be used for private property use.

Staff Response: *Del Mar has many narrow streets; therefore, when development is proposed including use of the City right-of-way, each site is evaluated carefully for appropriate frontage improvements. This section of Stratford Way has approximately 16 feet of paved roadway that should the City need to widen the street in the future, the*

proposed encroachments would be a limiting factor. Since parking is available on the north side of Stratford Way along the frontage of the property, there is only approximately 8 feet of improved traversable asphalt road width for vehicles if there is a vehicle parked on the street. Emergency vehicle apparatus may be unable to navigate through the area due to the narrow width of the road as shown in Attachment C. Moreover, the City has concerns about potential runoff over time from loose gravel associated with the asphalt grasscrete/DG solution. With vehicles constantly parking over this material, the material may loosen and erode on the street during rain events.

While the concrete pavers for the entryway provide a hardscaped surface that vehicles can drive over, they may give the impression that the area is private property and could reduce available parking space. In addition, the proposed materials incorporate a design element that differs from a clear delineation of public right-of-way (e.g. asphalt) to private property. While the existing fence on the property line may provide a delineation, the fence also acts as a safety barrier between the public traversable space and the grade drop-off on the Appellant's property as the property itself sits at a lower elevation than the street.

Appeal Point 3: **The Del Mar Community Plan description about residential streets.**
The Appellant cited an excerpt from the Community Plan describing residential streets as having an informal "country road" character due to the lack of sidewalks, curbs and gutters, and the presence of private landscaping along the edges of pavement. This characteristic is considered by many in the community to be a positive aesthetic feature worthy of preservation. Mr. Rael is providing public improvements that beautify the City's right-of-way and is aesthetically pleasing, consistent with the Community Plan. The staff recommendation of asphalt material to match with the existing roadway material is not a positive aesthetic feature consistent with the Community Plan.

Staff Response:
While aesthetics is considered and is one of the findings for approval, the City's practice regarding similar improvements within the right-of-way is to preserve the ability to widen City streets when necessary. The EP was denied on the basis that Findings 2 and 5 of DMMC Section 23.28.070 could not be made because the proposed improvements would potentially interfere with use of the right-of-way should the City widen the street in the future. In addition, the proposed encroachments may be a detriment to the interests of the general public by proposing decorative-like material that is inconsistent with material typically used for public parking. In this specific encroachment scenario, the proposed material may alter the intended use of the right-of-way, potentially deterring public parking and creating a pinch point if vehicles are parked along this street segment.

CONCLUSION:
DMMC Section 23.28.020 defines a Long-term, Minor Encroachment Permit as an improvement designed to have a permanent appearance and intended use for a period

of 365 days or more, including but not limited to driveway aprons, pathways, walkways, and vegetation.

Pursuant to DMMC Section 23.28.070, there are six required findings to approve a Long-term, Minor Encroachment Permit that generally relate to public safety, intended use of the right-of-way, community character, aesthetics, and conversion of public land for private use. An EP shall only be approved if all six findings can be made.

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

The proposed encroachments will not endanger public health, safety or welfare, or the surrounding property. The proposed encroachments would improve an area currently comprised of dirt and located within a parking shoulder cutout that is used primarily for vehicle parking.

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

Staff cannot make this finding. As the road width of Stratford Way is approximately 16', the proposed encroachments may deter the public from parking within this shoulder due to the encroachments giving the impression that the shoulder is private property. Therefore, it could result in a loss of public parking. This would unreasonably interfere with the intended use of a right-of-way.

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

The proposed encroachments will not have an adverse impact on the welfare of the community or on the community's appearance or aesthetics.

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

The proposed encroachments would create minor changes to the ROW and will not cause an unnecessary change in the character of the community.

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

Staff cannot make this finding. The proposed encroachments in the City right-of-way would occur within a wider section of the right-of-way currently used for public parking, which would unnecessarily limit parking in this area. Furthermore, the proposed asphalt

grasscrete material gives the impression that this portion of the public right-of-way is private property. This could deter the use of publicly available parking.

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

The improved width of Stratford Way is 16 feet, and the Appellant installed DG with rolled curb along the property frontage right-of-way is approximately 8 feet wide. Therefore, the proposed encroachments are only proposing to enhance the existing materials and not further converting significant area of public property to private use.

Based on the information above, staff cannot make two of the six findings and therefore cannot approve EP25-049. As such, staff recommends that the City Council uphold the denial of EP25-049 (Attachment A) and deny setting an appeal for a de novo hearing.

FISCAL IMPACT:
There is no fiscal impact related to this agenda item as this is a private development proposal. All fees associated with the appeal were paid for by the Appellant.

ENVIRONMENTAL IMPACT:
The proposed City Council action does not constitute a “project” under the definition set forth in the California Environmental Quality Act (CEQA) Guidelines Section 15378(a)(1) 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 – EP25-049 Denial Letter
Attachment B – Gravel within the ROW
Attachment C – EP25-049 Plan
Attachment D – Visual Timeline
Attachment E – Appeal of EP25-049

January 5, 2026

Paul Rael
1612 Stratford Way
Del Mar, CA 92014
pauljrael@gmail.com

Subject: Denial of Encroachment Permit (EP) 25-049 (1612 Stratford Way)

A request for authorization to 1) remove the existing concrete walkway pavers and add new concrete walkway pavers to the east of the existing pavers, and 2) install a new concrete curb and asphalt grasscrete material along the property frontage within the public right-of-way.

This letter is to notify you of the **denial** of your application for Encroachment Permit **EP25-049** to utilize the public right-of-way adjacent to 1612 Stratford Way to install concrete pavers, a new concrete curb, and asphalt grasscrete material within the parking shoulder of the public right-of-way along the property's frontage.

As indicated in the February 25, 2025, denial letter for EP25-006 and in accordance with Del Mar Municipal Code (DMMC) Section 23.28.040(B)(3) (Prohibited Encroachments), "Any encroachment that would convey an impression or appearance that the encroached upon area is owned by or reserved solely for the private use of the adjacent property with no associated public benefit to the community", is specifically prohibited.

The proposed encroachments under EP25-049 would be prohibited because the new concrete pavers would create an impression that the walkway is private property by creating a seamless connection between the existing pavers on private property with the proposed pavers in the public right-of-way. In addition, the installation of asphalt grasscrete material with a new mountable concrete curb within the parking shoulder in the public right-of-way creates the impression that the parking shoulder is private property.

In addition, DMMC Section 23.28.070(C.1-6) (Findings for Approval) specifies that an Encroachment Permit may only be approved or conditionally approved if all six findings can be made. For EP25-049, the City cannot make all six findings. Specifically:

- DMMC 23.28.070 (C.2)
  The proposed encroachment will not unreasonably interfere with the intended use of a City right-of-way or easement.

  The proposed encroachment is in an area dedicated for public parking on Stratford Way. As the road width of Stratford Way is approximately 16', the proposed pavers would be

installed a few feet east of the existing concrete pavers in the public right-of-way and would result in a loss of public parking on the street.

- DMMC 23.28.070 (C.5)
  The proposed encroachment will not be a detriment to the interests of the general public.

  The proposed pavers would match the existing pavers in the City right-of-way; however, these pavers would encroach in a wider section of the public right-of-way that is used for public parking, which would unnecessarily limit parking in this area. Furthermore, the proposed asphalt grasscrete material gives the impression that the parking shoulder within the public right-of-way is private property. This could deter the use of publicly available parking.

The decision of the Assistant City Manager is final unless a written appeal is filed with the City Clerk's office (CITYCLERK@DELMAR.CA.US), accompanied with a processing fee, within ten (10) working days from the date of notice of the action taken on the application. The appeal is then forwarded to the City Council, which determines at the initial consideration whether to reject the appeal, thereby upholding the Assistant City Manager's decision, or to set the matter for a subsequent date for a new (de novo) public hearing review.

If you have any questions on this matter, please contact Nestor Machado, Associate Management Analyst at (858) 755-9314 or email nmachado@delmar.ca.us.

Clem Brown
Assistant City Manager

CB:nm

Attachments
Attachment A – Proposed EP Plans



EXISTING 3'-4" CURB AT WEST NEIGHBOR- SEE PHOTO BELOW

NEW 3'-4" CURB TO CONNECT TO EXISTING CURB TO THE WEST - SEE DETAIL 5

3'-4"

EXISTING AGAVE

(E) BLACK MULCH

STRATFORD WAY

N72029 W 117.44' PL

63.8'

EXISTING DRIVEWAY
134.00 ABOVE N.G.

NEW RAILING 42" HIGH ABOVE FIN. GRADE

20'-0" FSB

7'-6" SYSB

NEW 4" CONCRETE CURB

EXISTING ENTRY WALKWAY TO REPLACE DEMO WALKWAY

5 A-2

WATER METER TO BE MOVED TO HERE

EXISTING

EXISTING BACKFLOW PREVENTER

NEW 4" CONCRETE CURB

NEW CURB PER DETAIL 5 ABOVE

PL

NEW EXISTING ASPHALT

3'-4"

GRASSCRETE, SEE PHOTO BELOW. CONTRACTOR TO MATCH EXISTING GRASSCRETE AND GRAVEL SAMPLE ON SITE.

(E) ROCKS

LANDSCAPE W/ BLACK MULCH

wm

135.8' F.G.

135.4' F.G.

135.8' F.G.

140.45' TW

136.5' F.G.

135

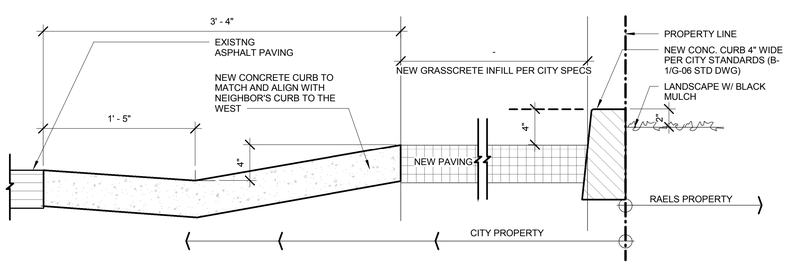
136

PL

(EXISTING HOUSE

1 SITEPLAN
1/4" = 1'-0"

N



5 SECTION
1 1/2" = 1'-0"

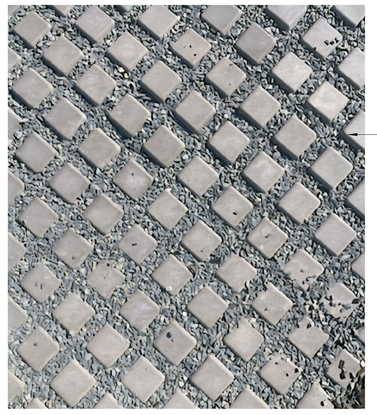
REGISTERED ARCHITECT
W. DEAN MEREDITH
License# C 9359
STATE OF CALIFORNIA
3/3/23



PROPOSED CURB EXTENSION TO THE EAST

EXISTING 3'-4" CURB AT WEST NEIGHBOR. NEW CURB TO EXTEND TO PROPOSED SITE.

EXISTING CURB AT WEST NEIGHBOR



CONTRACTOR TO MATCH EXISTING GRASSCRETE AND GRAVEL SAMPLE ON SITE.

GRASSCRETE

RAEL RESIDENCE

1612 Stratford Way DEL MAR CALIFORNIA 92014

W Dean Meredith ARCHITECT AIA

P.O. BOX 2142 DEL MAR CALIFORNIA 92014

A-2

10/7/2025 11:59:12 AM

Copyright 2023 W. Dean Meredith Architecture and Planning, Inc.


1612 Stratford Way
Del Mar, California
Google Street View
Aug 2015 See latest date
Share
Stratford Way
August 2015


1612 Stratford Way
Del Mar, California
Google Street View
Nov 2017 See latest date
Share
Stratford Way
©2018 Google
November 2017


1612 Stratford Way
Del Mar, California
Google Street View
Nov 2020 See latest date
Share
Stratford Way
November 2020


1612 Stratford Way
Del Mar, California
Google Street View
Feb 2025 See latest date
Share
Stratford Way
February 2025

RECEIVED
JAN 20 2026
City of Del Mar
Administrative Services Dept.

RJS
PLANNING | ENTITLEMENTS | SUSTAINABILITY

January 20, 2026

Del Mar City Council
c/o Sarah Krietor, Administrative Services Manager/City Clerk
1050 Camino del Mar
Del Mar, California 92014
skrietor@delmar.ca.us
VIA IN-PERSON DELIVERY

Re: Appeal of Staff's Denial of EP25-049 (Rael)

Dear Ms. Krietor:

Please accept this appeal of the staff's January 5, 2026, decision denying Encroachment Permit, EP25-049, by my client, Paul Rael, for the area in front of his property at 1612 Stratford Way, Del Mar. The information required by Del Mar Municipal Code section 1.12.020 is set forth below:

Appellant's full name, address, and phone number

Paul Rael, 1612 Stratford Way, Del Mar, California 92014, (858) 254-1688.

Subordinate entity

City of Del Mar Staff

Date of the determination

January 5, 2026

Determination for which review is sought.

Staff's decision to deny Encroachment Permit, EP25-049, submitted by Paul Rael.

Appellant's interest in the appealed determination

Paul Rael is the applicant and owner of the property directly adjacent to the right-of-way area in question and is proposing to improve and beautify the City right-of-way.

Grounds for the appeal with supporting documentation

1. Factual Error. The statements or evidence relied upon by the decision maker when approving, conditionally approving or denying a permit, map, or other matter were inaccurate.

Not applicable.

2. New Information. New information is available to the applicant or the interested person that was not available through reasonable efforts or due diligence at the time of the decision.

Since the denial of Encroachment Permit, EP25-049, the design has been revised with additional technical information that staff did not have the benefit of considering before denying the application. The additional technical information depict how the existing number of informal parking spaces will be the same before and after the improvements and how the design allows for public on-street parking not private use parking. The plan also provides a 5-foot safety buffer to allow pedestrians to have a safe haven off the paved surface when a car drives by. Additionally, improved curb and gutter drainage improvements, built to City design standards, are proposed.

3. Findings Not Supported. The decision maker's stated findings to approve, conditionally approve, or deny the permit, map or other matter are not supported by the information provided to the decision maker.

Mr. Rael seeks to improve the "no man's land" section of public right-of-way situated between his front property line and the Stratford Way paved roadway. Currently, this area is comprised of dirt that is messy and sheets away during the rain. It is also an area wide enough to be used as a parking shoulder used by neighbors along Stratford Way, an area where sufficient on-street parking is at a premium. In short, the area in question looks unfinished and Mr. Rael is hoping to beautify the area at his expense for the benefit of the City and surrounding neighbors.

Specifically, Mr. Rael is proposing to improve this right-of-way shoulder with a grasscrete base covered in a charcoal gray decomposed granite (DG) to provide (and continue) the informal on-street parking. The color of the grasscrete and DG will match closely to the color of the street asphalt to give the appearance that the parking shoulder is an extension of the street. The grasscrete/DG solution is permeable allowing stormwater to percolate into the soil.

Mr. Rael is also proposing new curb and gutter improvements along his frontage, the design of which will match the curd and gutter design of the area just to the west. The new curb and gutter will, as it does now, allow people to pull off the road and parking informally along the frontage to his property.

No loss of parking is anticipated. The parking shoulder currently can accommodate up to three (3) vehicles, and the proposal maintains the same areas for informal parking. A concrete paver pedestrian walkway is proposed at the entry of the Rael home, providing a sense of arrival but still allowing someone to drive over to park a car.

In denying the variance application, City staff has erroneously found that the concrete pavers and the grasscrete creates the impression that the parking shoulder is private property. Granting the EP application could not possibly convey that the encroached upon area is owned or reserved for private use by the adjacent property owner. An existing fence and landscaping along the Rael's front property line clear delineates private property from the public right-of-way. Moreover, with the exception of the pavers which are an extension of the home's entry pathway, the proposed materials and colors provide an informal parking shoulder. None of the materials proposed match the private improvements of the home so there is no sense that the parking shoulder is or will be used as if it is private property. The improved parking will benefit all properties along the Stratford Way loop!

4. Conflicts. The decision to approve, conditionally approve, or deny the permit is in conflict with a land use plan, a City policy or the Municipal Code.

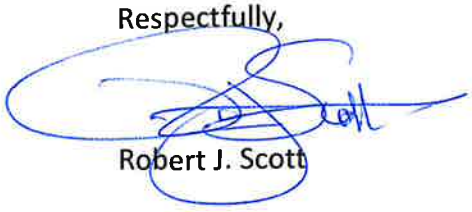
The Del Mar Community Plan provides the following description about local residential streets in Del Mar (**Background - Original Page Nos. 43—47**):

Nearly all of the streets serving internal circulation have an informal "country road" feeling due to the lack of sidewalks, curbs, and gutters, and the growth of private landscaping along the edges of the pavement. This aspect of street design is felt by the community to be a positive aesthetic feature worthy of preservation.

The applicant is putting forth a design proposal that provides for an informal a "country road" feeling consistent with the Community Plan. He is also providing public benefits at his own expense, notably public parking improvements, drainage improvements, and aesthetic beautification of the City's right-of-way. Regrettably, staff has indicated that they could only approve an Encroachment Permit if the improvements were constructed of asphalt to match the roadway materials, a solution that is clearly not a positive aesthetic feature consistent with the Community Plan. As a matter of policy, I think we can all agree that simply paving over the parking shoulder with asphalt, as offered by staff, is not an aesthetic nor functional design solution anyone would want to see throughout the City.

All of the above considerations are made to the benefit of the City and general public. Approval of this EP should be celebrated as a private owner improving the public realm, not punished for improving the transitional area in front of his home.

Respectfully,



Robert J. Scott

City of Del Mar
Agenda Report

TO: Honorable Mayor and City Councilmembers

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

DATE: April 7, 2026

SUBJECT: Approval of Major Arterial Median Design and Task Order with MW Peltz & Associates for Final Design

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve the conceptual design for the Major Arterial Medians Improvements Project; 2) Approve a $120,585 Task Order for Final Design Services with MW Peltz & Associates (Attachment A); 3) Approve a $10,000 contingency; 4) Authorize the City Manager to execute the Task Order and any subsequent amendments within the contingency; and 5) Authorize an amendment to the FY 2025-26 Operating and Capital Budget allocating an additional $30,000 from the General Fund to the Project.

BACKGROUND:
Many of the existing major arterial medians throughout the City of Del Mar are currently underdeveloped or have minimal landscaping. As such, the City of Del Mar intends to develop drought tolerant landscaping and irrigation efficiency improvements along major arterial median segments and enhance the overall appearance. Based on feedback from the Parks and Recreation Committee and City Council approval, staff is initially targeting four major areas including: 1) Camino del Mar (CDM), 15th Street to San Dieguito River; 2) Jimmy Durante Boulevard (JDB)/Via De La Valle Triangle; 3) JDB Roundabout to the CDM merge; and 4) CDM 4th to 9th Street. Staff intends to complete the final design for the Major Arterial Median Improvements Project by the end of Fiscal Year (FY) 2026-2027 with the first phase of construction beginning in FY 2027-2028 pending funding availability.

Conceptual Design
On July 22, 2024, the City issued a Task Order (TO) to Michael Baker International's (MBI) subconsultant, MW Peltz & Associates, to prepare conceptual designs for the four identified segments of landscape improvements (Attachments B to E). MW Peltz &

City Council Action:

Associates conceptual landscape design was accomplished with thoughtful review and feedback from staff. The plants chosen for the project were selected from varieties that are known to flourish in the San Diego coastal environment (Attachment F). Plant types were further screened for their low water use as well as their striking aesthetic appeal. Further, the subconsultant's design team surveyed the existing medians and surrounding areas to ascertain which plants seemed to be growing successfully and to omit plant types that appeared to struggle.

The proposed design layout is termed as "mass planting" or has sometimes been referred to as "landscape painting". This style of design layout focuses on creating larger areas of the same plant and focuses on the plant's visual traits rather than the individual plant itself. This style of design layout results in bold areas of plant color and texture that can be arranged in artistic forms and patterns in the landscape.

MW Peltz & Associates also assisted in preparing conceptual construction cost estimates for each segment, which staff used to develop a conceptual project cost estimate of $1.77 to $1.95 million (Attachment G). Staff proposes to proceed with final design for all segments, with construction phased based on funding availability. Additionally, the largest segment, CDM from 15th Street to the San Dieguito River, can be divided into two phases if needed, with the limits and timing to be coordinated with the Camino Del Mar Bridge Replacement Project.

Task Order for Final Design

In order to proceed to the final design phase, the City Council is being asked to approve a $120,585 TO with MW Peltz & Associates to provide landscape architectural and irrigation construction drawings, specifications, and refined cost estimates for the project (Attachment A). The construction drawings and specifications will include information necessary for developing complete bids and for properly executing the project work.

FISCAL IMPACT:

Approval of the recommended action will result in an amendment to the Fiscal Year (FY) 2025-2026 Operating and Capital Budget to allocate an additional $30,000 from the General Fund as shown below:

PROJECT	FUND	ACCOUNT	AMOUNT
Major Arterial Medians	General Fund	21.7000.7027	$30,000

ENVIRONMENTAL IMPACT:

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

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This item is listed as a Tier 3 City Council priority for FY 2025-2026 and FY 2026-2027.

ATTACHMENTS:
Attachment A – Task Order with Michael Baker International's Subconsultant-MW Peltz & Associates
Exhibit A – Scope of Services
Attachment B – Camino del Mar - 15th Street to San Dieguito River Conceptual Design
Attachment C – Jimmy Durante Boulevard /Via De La Valle Triangle Conceptual Design
Attachment D – Jimmy Durante Boulevard Roundabout to the CDM merge Conceptual Design
Attachment E – Camino del Mar – 4th to 9th Street Conceptual Design
Attachment F – Del Mar Streetscapes Plant List
Attachment G – Conceptual Cost Estimate

CITY OF DEL MAR

April 7, 2026

Michael Baker International
Attn: Geoff Retemeyer, PE, TE
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
Geoffrey.retemeyer@mbakerintl.com

SENT VIA EMAIL

RE: TASK ORDER & NOTICE TO PROCEED FOR FINAL DESIGN MAJOR ARTERIAL MEDIAN IMPROVEMENTS – (ACCOUNT 21.7000.7027)

This Task Order (TO) 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 Final Design for the Major Arterial Median Improvements performed by Consultant's subconsultant MW Peltz & Associates, as described in the Consultant's proposal dated February 20, 2026, and included as Exhibit A to this Task Order. The project cost for this Task Order shall not exceed **$120,585** 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, 2027, 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.

Approved by:
City of Del Mar

_____

Ashley Jones Date
City Manager

Accepted by:
Michael Baker International

_____

Tim Thiele Date
Vice President

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

Exhibit A: MW Peltz & Associates Services Scope of Work

February 20, 2026

City of Del Mar
2010 Jimmy Durante Boulevard
Suite 120
Del Mar, CA 92014
Attn: Mr. Martin Boyd, P.E.

Dear Martin,

Thank you for the opportunity to prepare this proposal for the street median planting and irrigation for five segments of medians in the city. We prepared plans for two of the five back in 2016, but the plans were never implemented due to budget restrictions at the time. Those two segments include Camino Del Mar from Seaview north to Via de La Valle, and the second is the triangle island at the northeast entry to the city on Jimmy Durante Boulevard.

The three new segments that are part of our proposed scope are along Jimmy Durante from the existing roundabout, south to the merge with Camino Del Mar, and a segment of Camino Del Mar from 4th to 9th Street. In addition, we are dividing the Camino Del Mar at 15th to the lagoon into two segments for potential funding purposes.

We estimate the base sheet count for each segment to be as follows:

CDM at 15th to the lagoon bridge Ph1	3 Plan Base Sheets
CDM at 15th to the lagoon bridge Ph2	2 Plan Base Sheets
JD/VDLV Triangle	1 Plan Base Sheet
JD, Roundabout to CDM Merge	2 Plan Base Sheets
CDM, 4th to 9th	2 Plan Base Sheets

The following is our understanding of the design scope and associated fees for your consideration.

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

PROJECT DESCRIPTION
Del Mar Street Improvements
Del Mar, CA

SCOPE OF WORK:
Provide landscape architectural construction drawings, specifications, and cost estimates for each of the five street segments listed above.

All but one of the five segments will be irrigated with recycled water and those irrigation plans will be prepared per the County of San Diego Department of Environmental Health and Quality requirements and circulated for their review and approval. The segment that will be irrigated with potable water is the portion along Jimmy Durante from the roundabout to the CDM merge. Michael Baker's office has determined the water pressure in the recycled water line is too low to effectively operate an irrigation system, without the use of a pump. Therefore, we have been informed that recycled water is not an option for this segment.

MW Peltz + Associates, Inc.
2870 Whiptail Loop E, Suite 221
Carlsbad, CA 92010
858.481.0888 858.481.6808 fax PLA 4934

Section I – Construction Documents

Work will commence upon receipt of the most current site plan including street and median layout, utilities, and existing grading in AutoCAD format. Any revisions to the site or scope following the start or completion of the Construction Documents shall be considered extra work and will require an additional work agreement prior to continuing drawings. Construction Drawings and Specifications shall provide information necessary for developing complete bids and for properly executing the Project work. The services in this section will be limited to the following:

a. Prepare Construction Documents for all five segments as a single project at 60%, 90%, and Final completion to show the proposed planting, irrigation and hardscape improvements for the medians.
b. Planting, irrigation, and hardscape specifications will be prepared using the Green Book along with supplemental instructions if required.
c. Prepare planting plans with plant legend to identify plant locations, sizes and species. Plans will show quantity of each species. The Planting Plans will also describe decorative hardscape treatments such as rock and paving treatments.
d. Prepare irrigation plans to show irrigation heads or drip line layout, valves, controller, and pipe runs and sizes. Required irrigation calculations per local and State ordinance will be included with the plans.
e. Prepare 60%, 90% and Final cost estimates for each segment.
f. Recycled water title sheets will be prepared for the four segments where recycled water is proposed.
g. Submit 60%, and 90% CD set to the city for review and comment.
h. Revise Construction Documents and incorporate city comments at the 90% and Final submittal phases.
i. Meeting time is included, up to a maximum of 3 hours during this phase of work.
j. Submit Final Construction Documents (100%) to the City.

Section II – DEHQ Submittal

The services in this section shall be limited to the following:

a. Submit (all four segments that propose to use recycled water) plans to the County DEHQ, and water purveyors for review and approval.
b. Modify plans as requested by DEHQ.
c. Obtain DEHQ, water purveyor, and water district approvals for recycled water plans.

Section III – Bid Assistance

a. Not Included

Section IV – Construction Administration

a. Not Included

FEE and REIMBURSABLE ITEMS

The fees for the services described above will be as follows:

60% Construction Documents, a lump sum amount of $41,975
90% Construction Documents, a lump sum amount of $34,400
Final Documents, a lump sum amount of.....$29,000
DEHQ Submittal, a lump sum amount of..... $15,210
Total..... **$120,585**

Bid Assistance and Construction Administration services are not included in this proposal.

Payment for all completed services will be due and payable at the first of each month following invoice.

The following items may be required for your project, and if they are, they shall be considered reimbursable expenses and billed in addition to the amounts listed above:

1. All reproduction services including color copies, scans, enlargement and reproduction of all drawings (at cost plus 15%)
2. Deliveries such as Federal Express, Express Mail, local messenger, etc. (at cost plus 15%)
3. Soil Test for horticultural analysis (at cost plus 15%)

EXCLUSIONS

Based upon our current understanding of the project scope, we exclude the following services:

1. Field trips to nurseries, suppliers and tree growing grounds to tag plant material
2. Arborist services
3. Plans for work outside of work limits
4. Existing Conditions, Survey, Demolition, Grading and Drainage Plans
5. Geotechnical Engineering and reports
6. Electrical Engineering
7. Existing irrigation and planting inventory plans
8. Agency fees
9. Irrigation Pump design
10. Bid Assistance, Construction Administration, Record Drawings / As-Built Plans
11. Irrigation Audit

Additional services can be negotiated when requested. The following hourly rates will be used in any negotiations:

Senior Designer $165.00/hour
Project Manager.....$185.00/hour
Senior Landscape Architect.....$210.00/hour

CLIENT RESPONSIBILITIES

Client will provide said plans and data, if available to the Client, at no cost to MW Peltz + Associates, Inc. plans and data include the following items:

1. Certified land survey of the site, giving grades and lines of streets, pavement and adjoining properties, right-of-ways, restrictions, easements, zoning, deed restrictions and contours of the site; locations, dimensions and complete data pertaining to

existing improvements, plantings, irrigation, available services and utilities, both public and private, as those plans exist.

2. Accurate, to scale electronic files if available, plans and drawings showing exact locations, elevations and sizes of proposed improvements; site grading plans of proposed topography of project site; locations, elevations and proposed utility lines and facilities.
3. All engineering for grading, drainage and utilities prepared for this and all relevant previous projects.
4. Providing promptly full information regarding the project requirements.
5. Designating a representative to act on its behalf with respect to the project. Client's representative will examine documents submitted by the landscape architect and will render decisions promptly to avoid unreasonable delay in the progress of the landscape architect's services.
6. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.
7. In the event of a civil suit, the client agrees that prior to filing suit against the Landscape Architect, the client will engage another Landscape Architect to verify and certify, after reviewing the proposal and any subsequent Agreement, the plans and specifications, the project fines and site conditions, that there is justifiable cause for the suit.

Upon your review of this Proposal, please sign below and return a copy to our firm, as your authorization to proceed. Thank you once again for this opportunity to work with you on this project.

Sincerely,



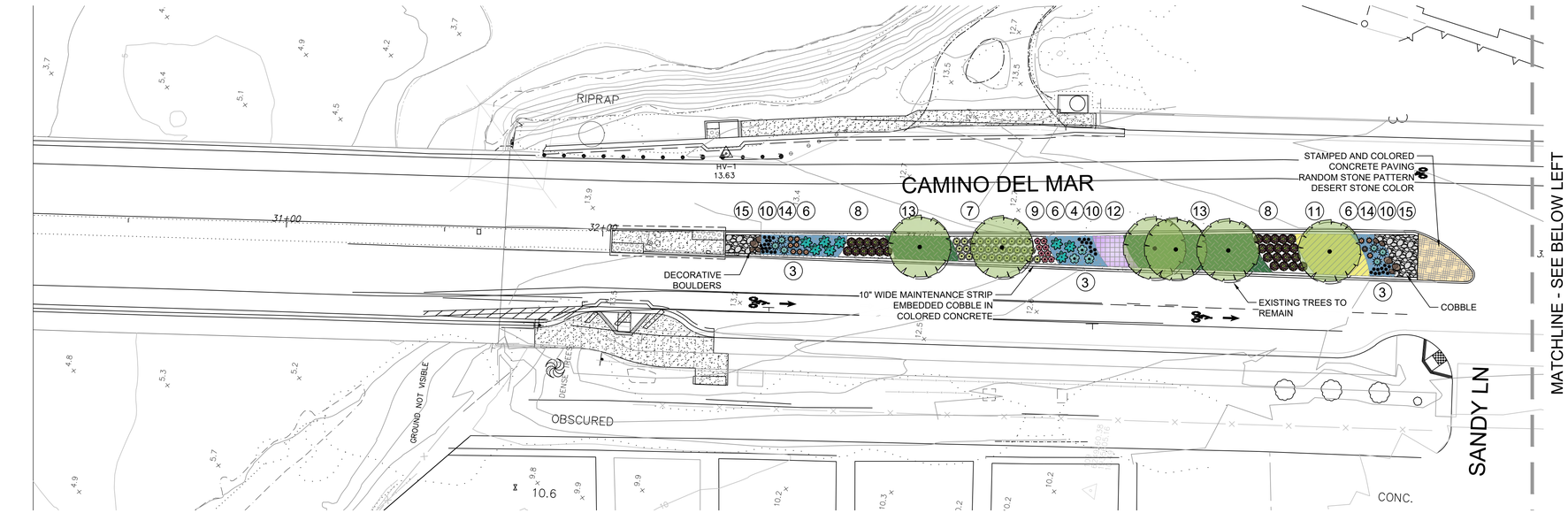
Howard Pierce
Senior Landscape Architect

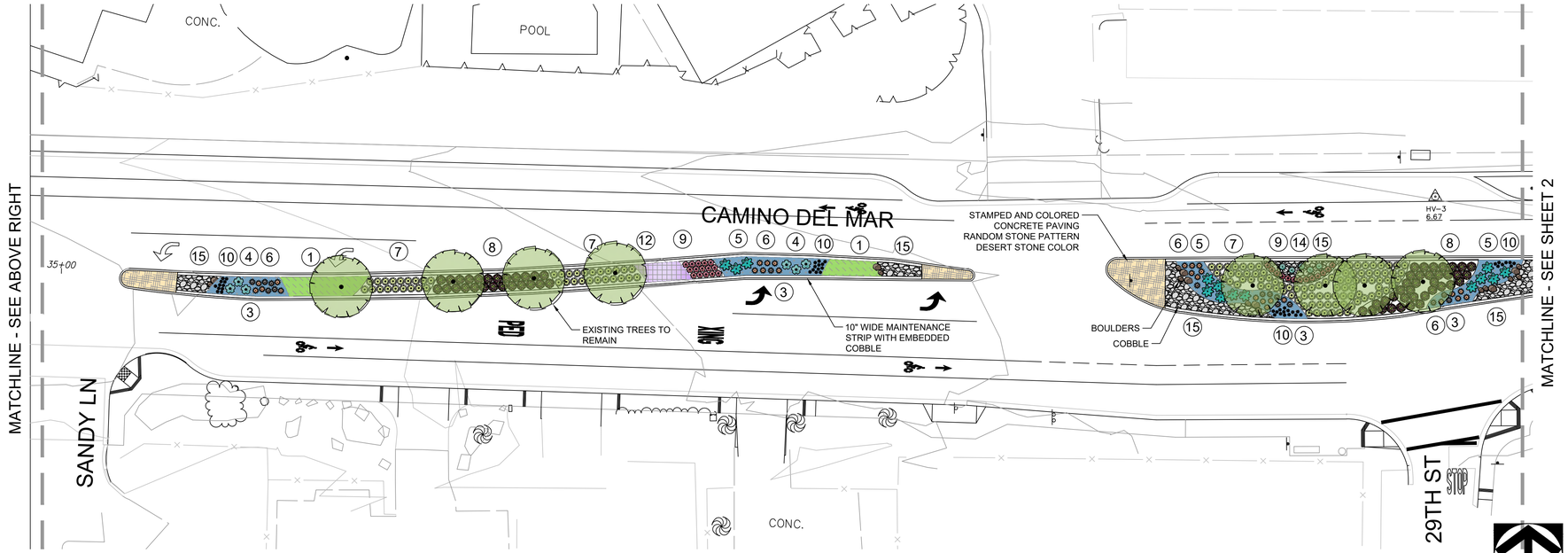
Approval Signature

_____ _____
Client Signature Date

_____
Printed Name

_____
Title





REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz — 2010 — LANDSCAPE ARCHITECT OF WORK — R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

CAMINO DEL MAR - 15TH TO BRIDGE

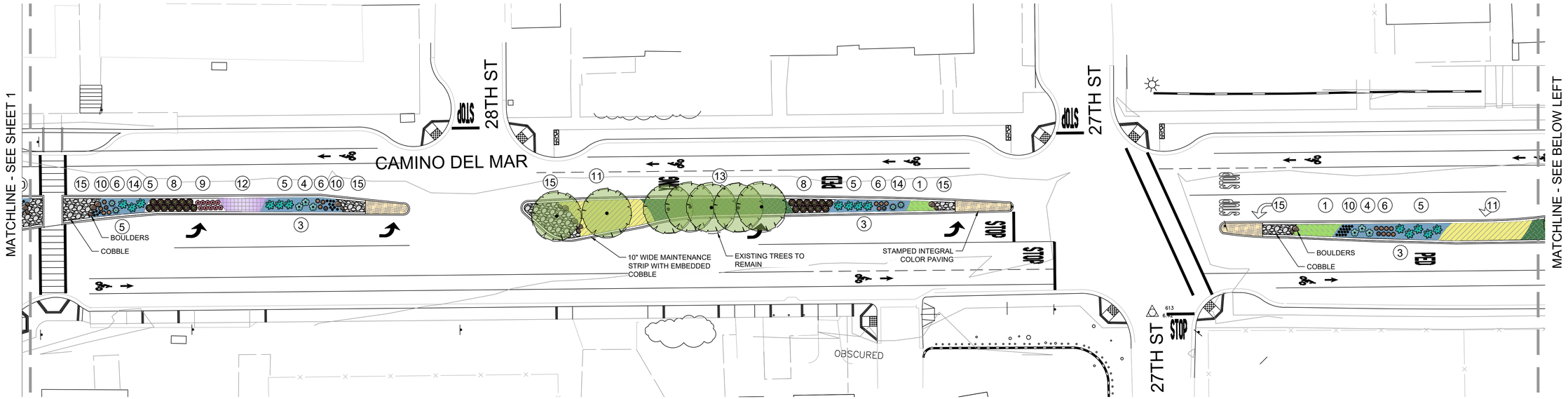
SHEET 1

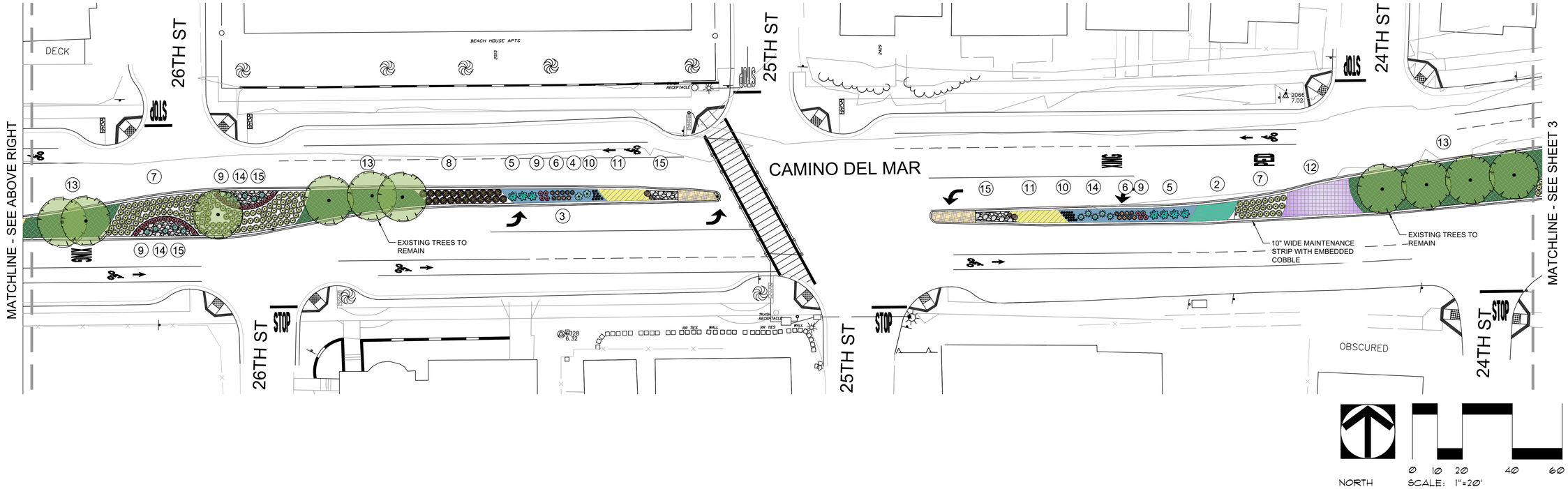
1 OF 6 SHEETS

ORIGINAL SCALE: 0 1 2 3 4 INCHES

FILE NAME AND PATH

DATE PREPARED: 03/06/25





NORTH

SCALE: 1"=20'

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz 2010

LANDSCAPE ARCHITECT OF WORK R.L.A. NO. DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR DATE

CITY OF DEL MAR

PROJECT NAME

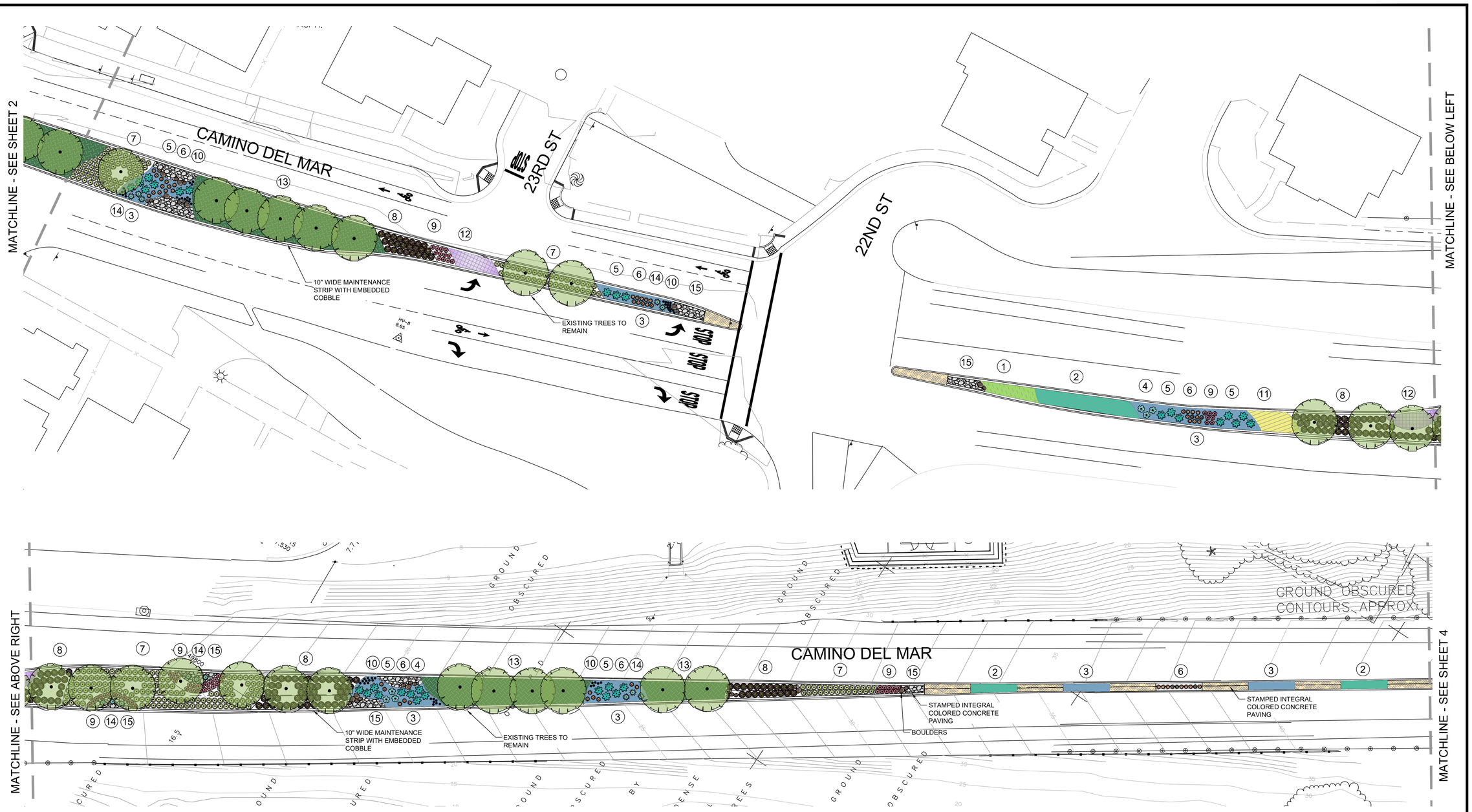
CAMINO DEL MAR - 15TH TO BRIDGE

SHEET 2

2 OF 6 SHEETS

FILE NAME AND PATH

DATE PREPARED: 03/06/25



REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz — 2010
LANDSCAPE ARCHITECT OF WORK — R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

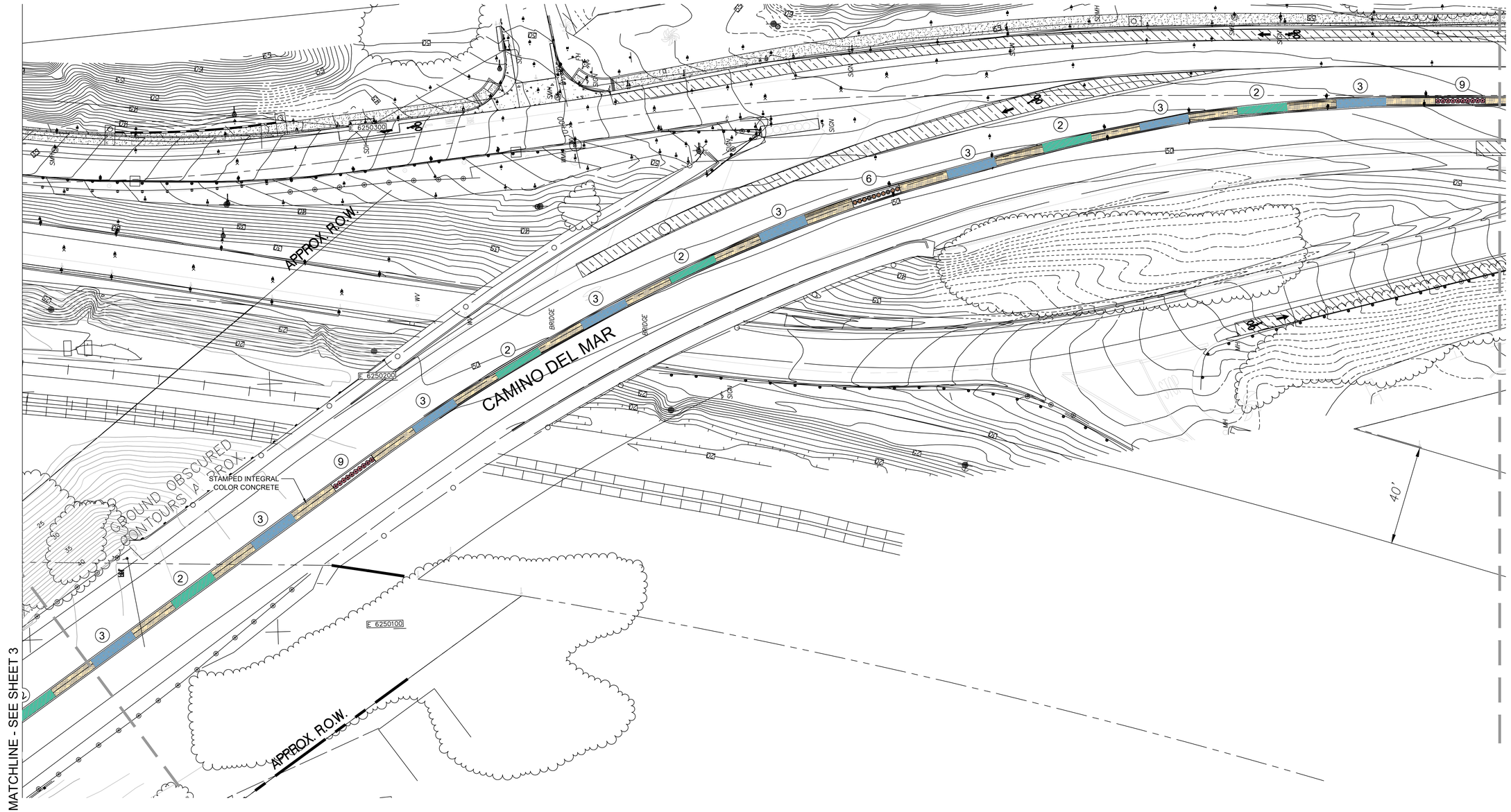
CAMINO DEL MAR - 15TH TO BRIDGE

SHEET 3
3 OF 6 SHEETS

FILE NAME AND PATH

DATE PREPARED: 03/06/25

ORIGINAL SCALE: 0 1 2 3 4 INCHES



REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz 2010
LANDSCAPE ARCHITECT OF WORK R.L.A. NO. DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR DATE

CITY OF DEL MAR

PROJECT NAME

CAMINO DEL MAR - 15TH TO BRIDGE

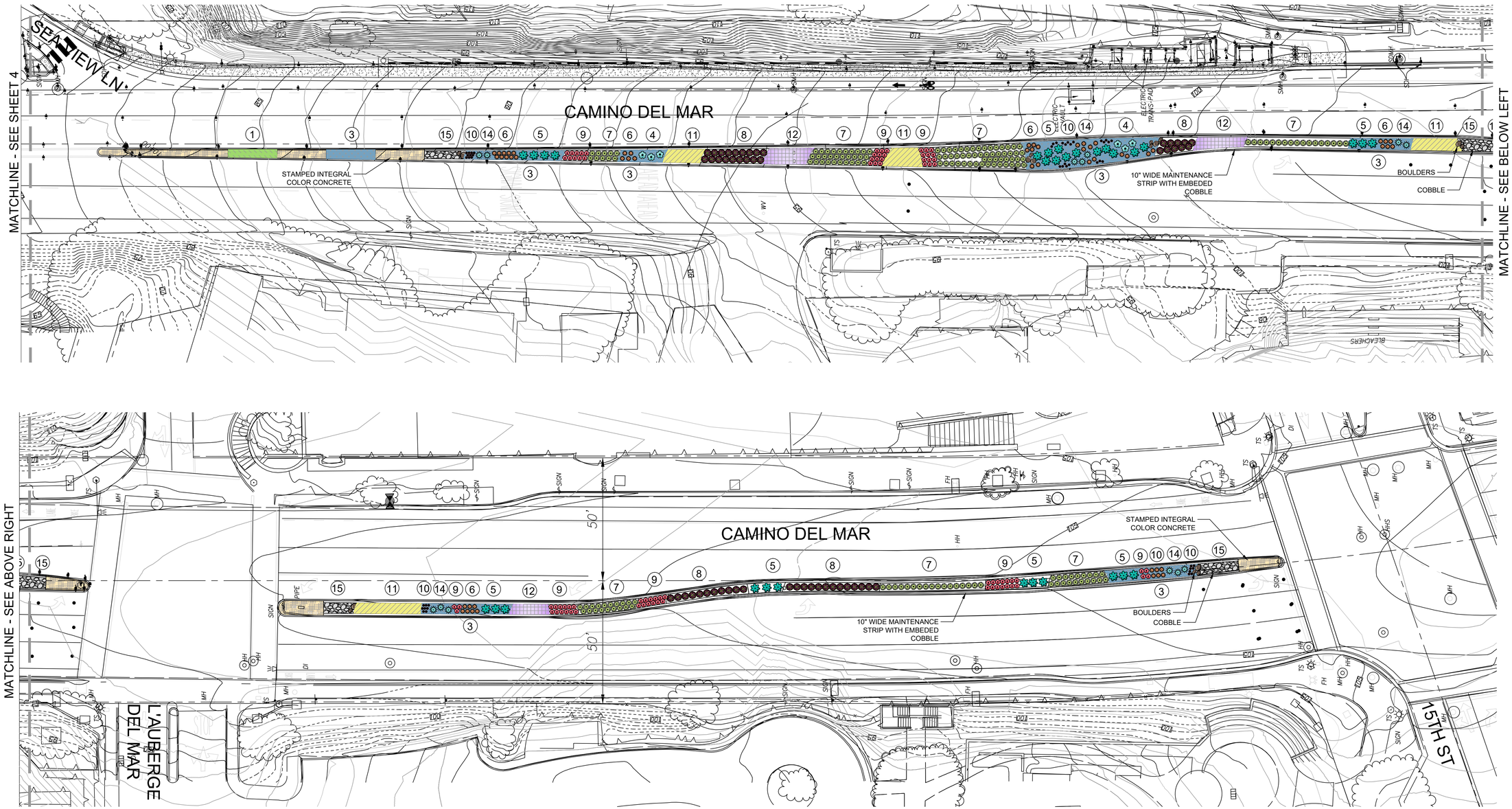
SHEET 4

4 OF 6 SHEETS

FILE NAME AND PATH

DATE PREPARED: 03/06/25

ORIGINAL SCALE: 0 1" 2 3 4 INCHES



REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED: MWPA | DRAWN: HP/DN | CHECKED: MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

CAMINO DEL MAR - 15TH TO BRIDGE

SHEET 5

5 OF 6 SHEETS

FILE NAME AND PATH

DATE PREPARED: 03/06/25

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES



1 AEONIUM 'KIWI'
KIWI AEONIUM



2 SENECIO VITALIS
NARROW-LEAF
CHALK STICKS



3 SENECIO
MANDRALISCAE
BLUE CHALK STICKS



4 AGAVE 'RED MARGIN'
RED MARGIN AGAVE



5 AGAVE ATTENUATA
FOX TAIL AGAVE



6 ALOE STRIATA
CORAL ALOE



7 DIANELLA TASMANICA
VARIEGATED
FLAX LILY



8 CALANDRINIA
GRANDIFLORA
ROCK PURSLANE



9 AEONIUM 'ZWARTKOP'
BLACK ROSE AEONIUM



10 ALOE 'GRASSY LASSIE'
GRASSY LASSIE ALOE



11 HERTIA CHEIRFOLIA
BARBARY RAGWORT



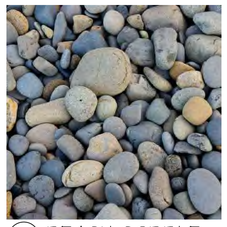
12 PLECTRANTHUS NEOCHILUS
MIKE'S FUZZY WUZZY



13 CARISSA MACROCARPA
GREEN CAPET NATAL
PLUM



14 AGAVE X 'BLUE GLOW'
BLUE GLOW AGAVE



15 BEACH COBBLE

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz — 2010 — LANDSCAPE ARCHITECT OF WORK — R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

CAMINO DEL MAR - 15TH TO BRIDGE

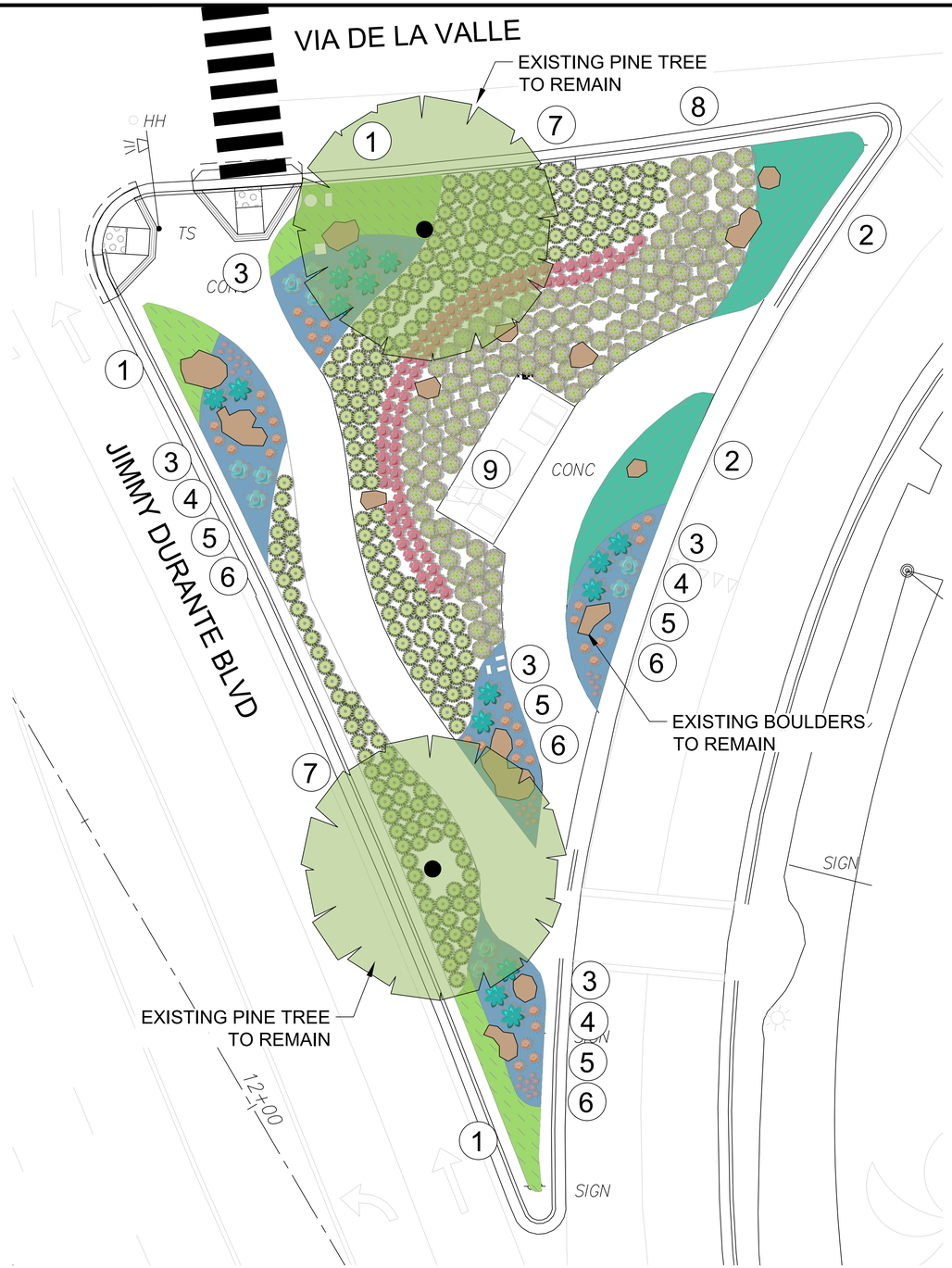
SHEET 6

6 OF 6 SHEETS

ORIGINAL SCALE: 0 1" 1 1" 2 1" 3 1" 4 INCHES

FILE NAME AND PATH

DATE PREPARED: 03/06/25





1 AEONIUM 'KIWI'
KIWI AEONIUM



2 SENECIO VITALIS
NARROW-LEAF
CHALK STICKS



3 SENECIO MANDRALISCAE
BLUE CHALK STICKS



4 AGAVE 'BLUE GLOW'
BLUE GLOW AGAVE



5 AGAVE ATTENUATA
FOX TAIL AGAVE



6 ALOE STRIATA
CORAL ALOE



7 DIANELLA TASMANICA
VARIEGATED FLAX LILY



8 CALANDRINIA GRANDIFLORA
ROCK PURSLANE



9 AEONIUM 'ZWARTKOP'
BLACK ROSE AEONIUM

NORTH

0 5 10 20 30
SCALE: 1"=10'

ORIGINAL SCALE: 0 1 2 3 4 INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO.
24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP/DN	MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

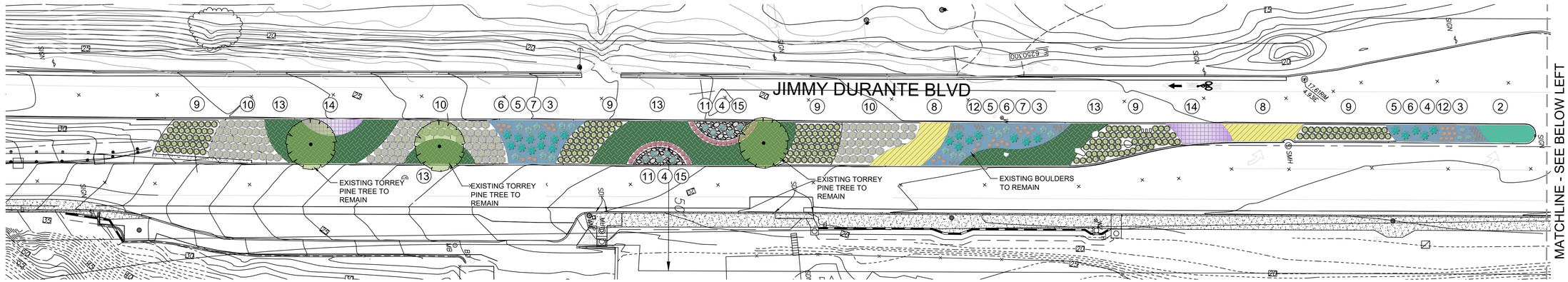
PROJECT NAME

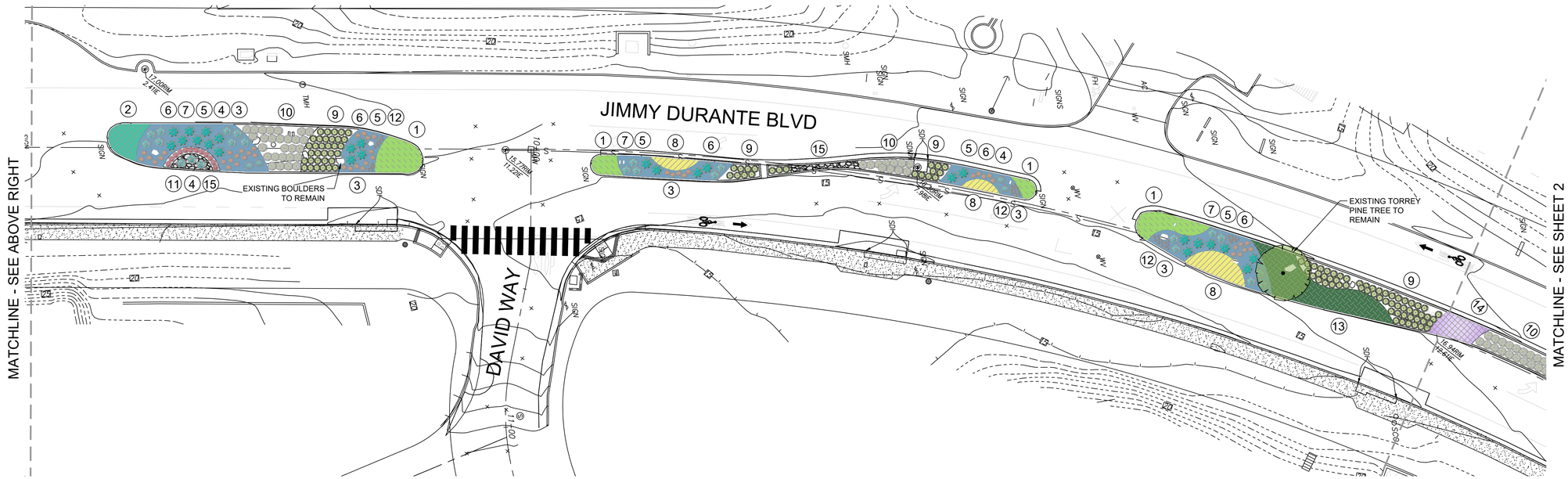
JIMMY DURANTE BLVD TRIANGLE MEDIAN

SHEET 1
1 OF 1 SHEETS

FILE NAME AND PATH

DATE PREPARED: 09/15/25





NORTH

SCALE: 1"=20'

ORIGINAL SCALE: 16" 11" 21" 31" 41" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED: MWPA | DRAWN: HP/DN | CHECKED: MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

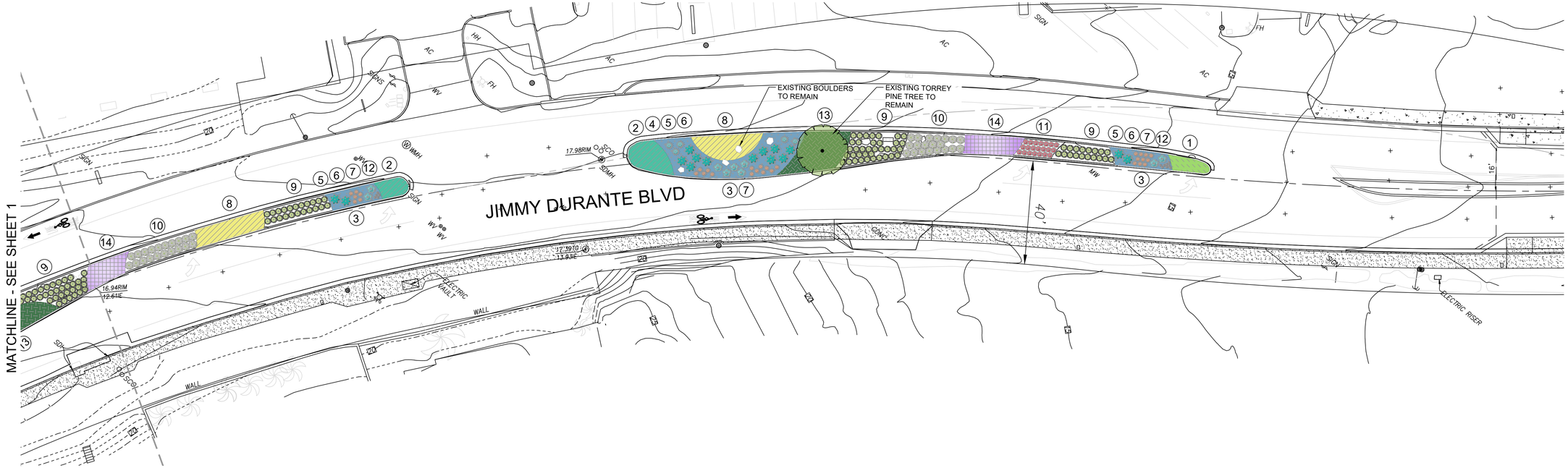
JIMMY DURANTE BLVD - ROUNDABOUT TO MERGE

SHEET 1

1 OF 2 SHEETS

FILE NAME AND PATH

DATE PREPARED: 09/15/25





1 AEONIUM 'KIWI'
KIWI AEONIUM



2 SENECIO VITALIS
NARROW-LEAF
CHALK STICKS



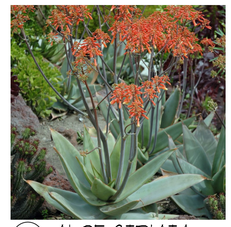
3 SENECIO
MANDRALISCAE
BLUE CHALK STICKS



4 AGAVE 'RED MARGIN'
RED MARGIN AGAVE



5 AGAVE ATTENUATA
FOX TAIL AGAVE



6 ALOE STRIATA
CORAL ALOE



7 AGAVE 'BLUE GLOW
BLUE GLOW AGAVE



8 HERTIA CHEIRIFOIA
BARBARY RAGWORT



9 DIANELLA TASMANICA
VARIEGATED
FLAX LILY



10 CALANDRINIA
GRANDIFLORA
ROCK PURSLANE



11 AEONIUM 'ZWARTKOP'
BLACK ROSE AEONIUM



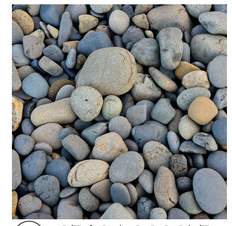
12 ALOE 'GRASSY LASSIE'
GRASSY LASSIE ALOE



13 CARISSA MACROCARPA
GREEN CARPET
NATAL PLUM



14 PLECTRANTHUS N.
MIKE'S FUZZY WUZZY



15 BEACH COBBLE

NORTH

SCALE: 1"=20'
0 10 20 40 60

ORIGINAL SCALE: 0 1 INCHES 2 3 4

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:
ACAD FILE NO.
PROJECT NO. 24-006

DESIGNED: MWPA | DRAWN: HP/DN | CHECKED: MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

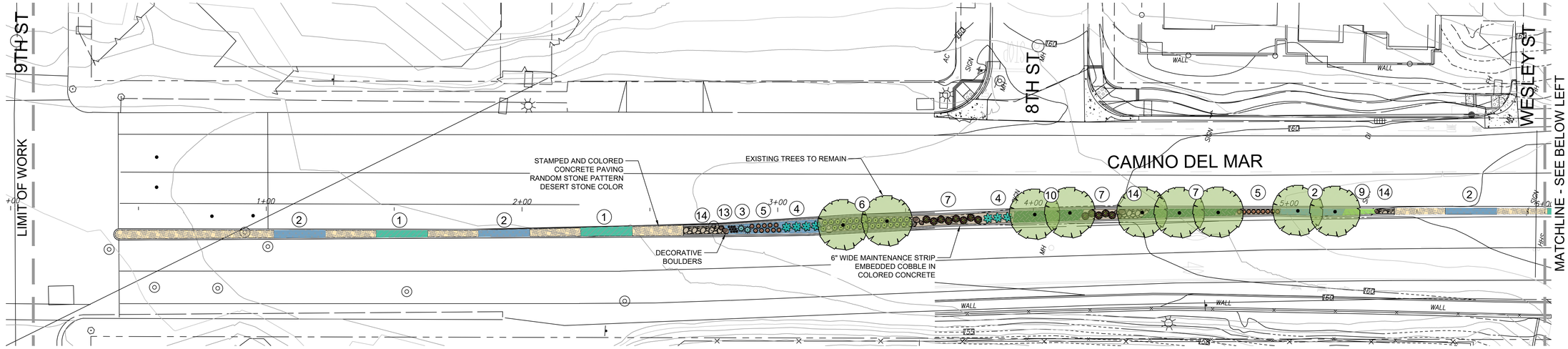
APPROVED
PUBLIC WORKS DIRECTOR — DATE

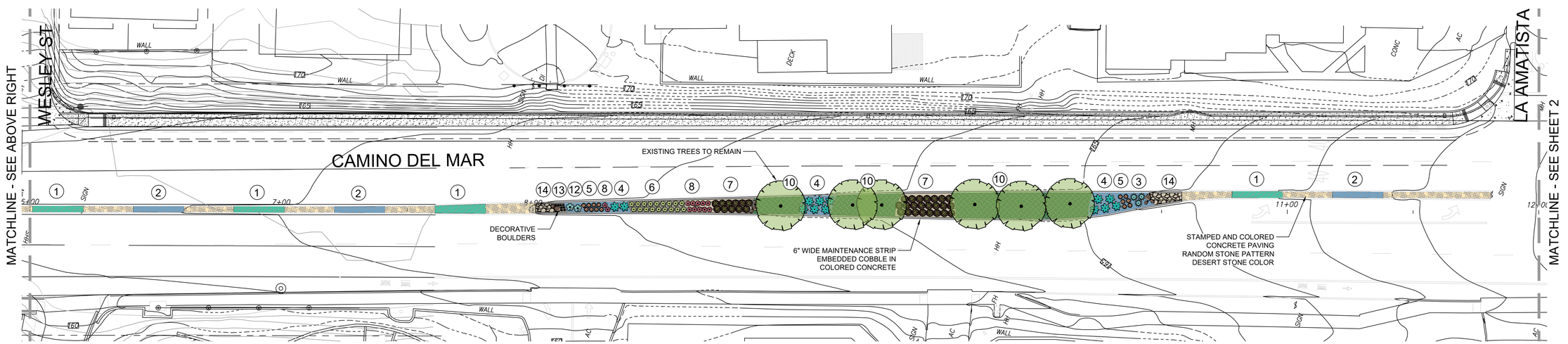
CITY OF DEL MAR
PROJECT NAME
JIMMY DURANTE BLVD - ROUNDABOUT TO MERGE

SHEET 2
2 OF 2 SHEETS

FILE NAME AND PATH

DATE PREPARED: 09/15/25





NORTH

SCALE: 1"=20'

ORIGINAL SCALE: 0" 1" 2" 3" 4" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED: MWPA | DRAWN: HP | CHECKED: MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

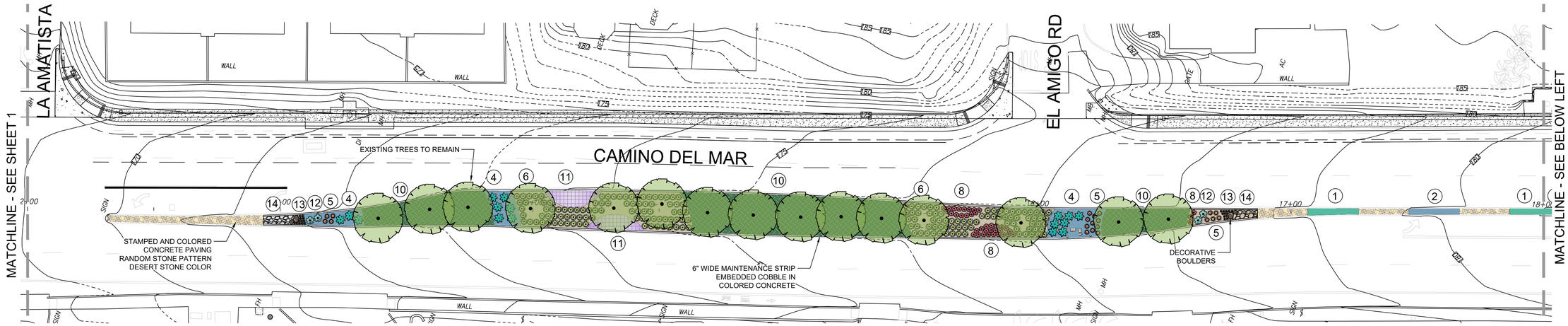
CAMINO DEL MAR - 4TH TO 9TH

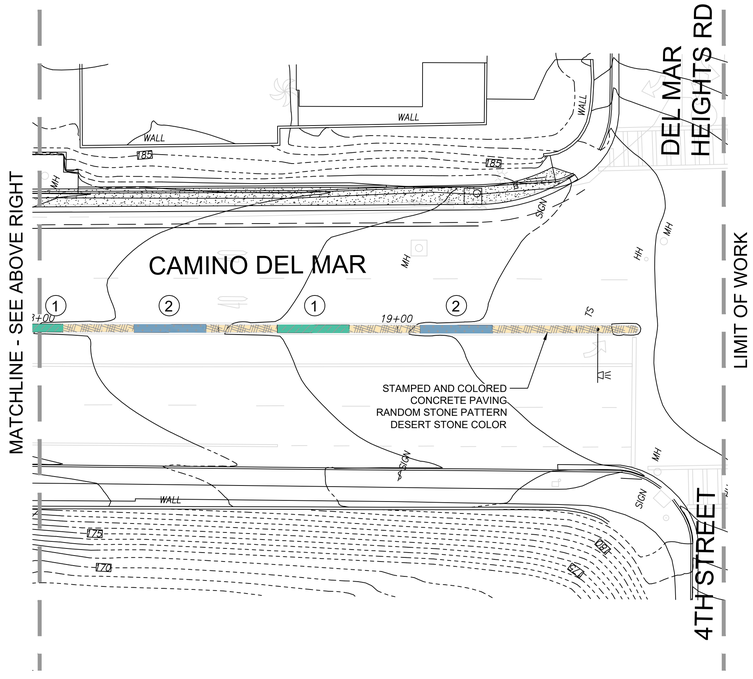
SHEET 1

1 OF 2 SHEETS

FILE NAME AND PATH

DATE PREPARED: 02/24/25







1 SENECIO VITALIS
NARROW-LEAF CHALK STICKS



2 SENECIO MANDRALISCAE
BLUE CHALK STICKS



3 AGAVE 'RED MARGIN'
RED MARGIN AGAVE



4 AGAVE ATTENUATA
FOX TAIL AGAVE



5 ALOE STRIATA
CORAL ALOE



6 DIANELLA TASMANICA
VARIEGATED FLAX LILY



7 CALANDRINIA GRANDIFLORA
ROCK PURSLANE



8 AEONIUM 'ZWARTKOP'
BLACK ROSE AEONIUM



9 AEONIUM 'KIWI'
KIWI AEONIUM



10 CARISSA MACROCARPA
'GREEN CARPET'
CARPET NATAL PLUM



11 PLECTRATHUS NEOCHILUS
MIKE'S FUZZY WUZZY



12 AGAVE 'BLUE GLOW'
BLUE GLOW AGAVE



13 ALOE 'GRASSY LASSIE'
GRASSY LASSIE ALOE



14 BEACH COBBLE



STAMPED CONCRETE

NORTH

SCALE: 1"=20'

0 10 20 40 60

ORIGINAL SCALE: 0 1" 2" 3" 4" INCHES

REVISION	DESCRIPTION	APPROVED	DATE

SCALE:

ACAD FILE NO.

PROJECT NO. 24-006

DESIGNED:	DRAWN:	CHECKED:
MWPA	HP	MP

Michael Peltz — LANDSCAPE ARCHITECT OF WORK — 2010 R.L.A. NO. — DATE

MW PELTZ + ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RLA 2010
143 S. CEDROS AVENUE, STE B-104
SOLANA BEACH, CALIFORNIA 92078
P: 858.481.0888 F: 858.481.6808

City of Del Mar
1050 Camino del Mar, Del Mar, CA 92014
T 858.755-9313 F 858.755-2794
www.delmar.ca.us

APPROVED

PUBLIC WORKS DIRECTOR — DATE

CITY OF DEL MAR

PROJECT NAME

CAMINO DEL MAR - 4TH TO 9TH

SHEET 2 OF 2 SHEETS

FILE NAME AND PATH

DATE PREPARED: 02/24/25

DEL MAR STREETSCAPES PLANT LIST

TREES		Size
Rhaphiolepis indica ‘Majestic Beauty	Indian Hawthorn (Tree Form)	20’H x 15’S
Prunus caroliniana	Carolina Laurel Cherry	30’H x 20’S
Pittosporum tenuifolia	Kohuhu	25’H x 12’S

SHRUBS/GROUNDCOVERS		Height
Aeonium ‘Kiwi’	Kiwi Aeonium	2’
Aeonium ‘Zwartkop’	Black Rose Aeonium	3’-4’
Agave attenuata	Foxtail Agave	4’-7’
Agave ‘Blue Glow’	Blue Glow Agave	2’-3’
Agave ‘Red Margin’	Red Margin Agave	2’
Aloe ‘Crosby’s Prolific’	Crosby’s Prolific	1’
Aloe ‘Grassy Lassie’	Grassy Lassie Aloe	1’
Aloe striata	Coral Aloe	1’-2’
Calandrinia grandiflora	Rock Purslane	1’-3’
Carissa macrocarpa ‘Green Carpet’	Dwarf Natal Plum	1’-2’
Cotyledon orbiculata	Round-Leafed Navel-wort	1’-2’
Dianella tasmanica	Variegated Flax Lily	2’
Euphorbia tirucalli	Sticks On Fire	4’-8’
Grevillea lanigera ‘Coastal Gem’	Wooly Grevillea	1’
Othonna cheirifolia	Barbary Ragwort	1’
Plectranthus neochilus	Mike’s Fuzzy Wuzzy	1’-2’
Senecio mandraliscae	Blue Chalk Sticks	1’-3’
Senecio vitalis	Narrow-Leaf Chalk Sticks	2’

MAJOR ARTERIAL MEDIANS CONCEPTUAL PROJECT COST ESTIMATE		4/7/2026
Pre-Construction Costs		
Conceptual Design	$	15,000
Final Design	$	120,600
Subtotal	**$**	**135,600**
Construction Costs		
CDM - 15th St to San Dieguito River[1]	$	787,163
JDB/VDLV Triangle[1]	$	119,122
JDB - Roundabout to Merge[1]	$	266,473
CDM - 4th St to 9th St[1]	$	249,798
Construction Management and Support Services[2]	$	213,383
Subtotal	**$**	**1,635,939**
PROJECT ESTIMATE (2025)	**$**	**1,771,539**
Project Contingency[3]	**$**	**177,154**
PROJECT ESTIMATE W/ CONTINGENCY (2026)	**$**	**1,948,693**

1. MW Peltz provided the construction cost estimates based on the conceptual designs
2. Preliminarily estimated as 15% of construction cost estimate
3. Include to account for unanticipated costs during design and construction.

15th Street to Bridge - Del Mar — $787,163
Landscape Construction Cost Estimate — *August 25, 2025*

Description	Quantity	Unit	Unit Cost	Extended Cost
DEMOLITION:				
Clearing and Grubbing	25106	SF	0.55	$13,808.30
DEMOLITION SUBTOTAL				$13,808.30
HARDSCAPE:				
Colored and stamped concrete	3832	SF	25.00	$95,800.00
Colored and embedded cobble maint strip	5243	SF	30.00	$157,290.00
HARDSCAPE SUBTOTAL				$280,706.60
GRADING:				
fine grading	25106	SF	0.50	$12,553.00
soil prep.	25106	SF	0.83	$20,837.98
weed prep.	25106	SF	0.40	$10,042.40
bark mulch	25106	SF	0.75	$18,829.50
IRRIGATION:				
controller	1	EA	20,000.00	$20,000.00
backflow, valves, pipe, tubing, wire	25106	SF	6.50	$163,189.00
PLANTING:				
boulders	1	ALW	10,000.00	$10,000.00
shrubs	25106	SF	6.00	$150,636.00
MAINTENANCE:				
90-day maintenance	3	MO	5,000.00	$15,000.00
LANDSCAPING SUBTOTAL				$421,087.88
LANDSCAPE SUBTOTAL				**$715,602.78**
10% CONTINGENCY				**$71,560.28**
TOTAL				**$787,163.06**

4th Street to 9th Street, Del Mar
Concept Probable Cost

JDB Triangle - Del Mar **$119,122**

Landscape Construction Cost Estimate *August 25, 2025*

Description	Quantity	Unit	Unit Cost	Extended Cost
DEMOLITION				
Clearing and Grubbing	4977	SF	0.55	$2,737.35
GRADING:				
fine grading	4977	SF	0.50	$2,488.50
soil prep.	4977	SF	0.83	$4,130.91
weed prep.	4977	SF	0.40	$1,990.80
bark mulch	4977	SF	0.75	$3,732.75
IRRIGATION:				
controller	1	EA	20,000.00	$20,000.00
backflow, valves, pipe, tubing, wire	4977	SF	6.50	$32,350.50
PLANTING:				
boulders and cobble	1	ALW	5,000.00	$5,000.00
shrubs	4977	SF	6.00	$29,862.00
MAINTENANCE:				
90-day maintenance	3	MO	2,000.00	$6,000.00
LANDSCAPE SUBTOTAL				**$108,292.81**
10% CONTINGENCY				**$10,829.28**
TOTAL				**$119,122.09**

4th Street to 9th Street, Del Mar
Concept Probable Cost

JDB Roundabout to Merge - Del Mar **$266,473**
Landscape Construction Cost Estimate *August 25, 2025*

Description	Quantity	Unit	Unit Cost	Extended Cost
DEMOLITION:				
Clearing and Grubbing	12542	SF	0.55	$6,898.10
DEMOLITION SUBTOTAL				$6,898.10
HARDSCAPE:				
Colored and stamped concrete	107	SF	25.00	$2,675.00
HARDSCAPE SUBTOTAL				$16,471.20
GRADING:				
fine grading	12542	SF	0.50	$6,271.00
soil prep.	12542	SF	0.83	$10,409.86
weed prep.	12542	SF	0.40	$5,016.80
bark mulch	12542	SF	0.75	$9,406.50
IRRIGATION:				
controller	1	EA	20,000.00	$20,000.00
backflow, valves, pipe, tubing, wire	12542	SF	6.50	$81,523.00
PLANTING:				
boulders	1	ALW	5,000.00	$5,000.00
shrubs	12542	SF	6.00	$75,252.00
MAINTENANCE:				
90-day maintenance	3	MO	2,000.00	$6,000.00
LANDSCAPING SUBTOTAL				$218,879.16
LANDSCAPE SUBTOTAL				**$242,248.46**
10% CONTINGENCY				**$24,224.85**
TOTAL				**$266,473.31**

4th Street to 9th Street, Del Mar
Concept Probable Cost

4th Street to 9th Street - Del Mar — $249,798
Landscape Construction Cost Estimate
August 25, 2025

Description	Quantity	Unit	Unit Cost	Extended Cost
DEMOLITION:				
Clearing and Grubbing	8300	SF	0.55	$4,565.00
DEMOLITION SUBTOTAL				$4,565.00
HARDSCAPE:				
Colored and stamped concrete	1574	SF	25.00	$39,350.00
Colored and embedded cobble maintenance	928	SF	30.00	$27,840.00
HARDSCAPE SUBTOTAL				$67,190.00
GRADING:				
fine grading	8300	SF	0.50	$4,150.00
soil prep.	8300	SF	0.83	$6,889.00
weed prep.	8300	SF	0.40	$3,320.00
bark mulch	8300	SF	0.75	$6,225.00
IRRIGATION:				
controller	1	EA	20,000.00	$20,000.00
backflow, valves, pipe, tubing, wire	8300	SF	6.50	$53,950.00
PLANTING:				
boulders	1	ALLW	5,000.00	$5,000.00
shrubs	8300	SF	6.00	$49,800.00
MAINTENANCE:				
90-day maintenance	3	MO	2,000.00	$6,000.00
LANDSCAPING SUBTOTAL				$155,334.00
LANDSCAPE SUBTOTAL				**$227,089.00**
10% CONTINGENCY				**$22,708.90**
TOTAL				**$249,797.90**

City of Del Mar
Agenda Report

TO: Honorable City Councilmembers

FROM: Mayor Tracy Martinez and Deputy Mayor/Finance Committee Liaison John Spelich

DATE: April 7, 2026

SUBJECT: Reconsideration of Additional Pension Fund Transfer for FY 2025-26

REQUESTED ACTION/RECOMMENDATION:
Mayor Martinez and Deputy Mayor/Finance Committee Liaison Spelich request that the City Council approve an additional transfer of $425,000 to the Pension Reserve Fund, as previously recommended by City staff and the Finance Committee, in Fiscal Year (FY) 2025-26.

BACKGROUND:
The City of Del Mar is a member of the California Public Employees' Retirement System (CalPERS), in which all of the City's full-time employees are participating members. The City's current annual contribution to CalPERS for pension obligations is approximately $2.25 million, with $864,000 going toward the City's current pension costs, and $1,390,000 to fund the City's unfunded pension liability. The most recent valuation report provided by CalPERS in July 2025, shows a current total unfunded liability for Del Mar of $19.3 million as of June 30, 2024.

Separate from the City's annual CalPERS payment, the City additionally sets aside funds annually in the City's Pension Reserve Fund, which are then transferred into a Section 115 Trust that was established by the City in 2024. Funds deposited into the Section 115 Trust can only be used for pension related purposes.

The City's Section 115 Trust currently has a balance of approximately $4.98 million, plus there is an additional combined $1.9 million in the Water and Wastewater Pension Reserve Fund.

The City's Pension Reserve Policy (Attachment A) was adopted by the City Council on May 31, 2023, as recommended by the City's Finance Committee, and includes the following key provisions:

- Continue to work toward the goal of reaching 100% funded status by June 30, 2032;
- Flexibility for the funding timeline to be extended by the Council when deemed necessary;
- Focus on funding the Governmental Fund portion of the unfunded liability (not the Water, Clean Water and Wastewater Funds);
- Use of the Annual Comprehensive Financial Report (ACFR) to calculate the following year's Pension Reserve contribution;
- Re-evaluate Pension Reserve contribution at Mid-Year when previous year's final results are presented; and

---

City Council Action:

- Establish a Section 115 Trust Fund using Pension Reserve Funds.

DISCUSSION/ANALYSIS:
When the current two-year budget was adopted on June 16, 2025, the Pension Transfer amount was recommended to be $250,000, in order to maintain a General Fund Contingency of 21.33%. On March 3, 2026, as part of the Midyear Budget Process, the City Council was asked to consider an additional Pension Transfer amount of $425,00, which is consistent with the Pension Reserve Policy and was based on revenues coming in higher than expected during the first half of FY 2025-26. The proposed Midyear adjustments, including the additional pension transfer, were reviewed by the Finance Committee on February 18, 2026, and unanimously recommended by the Committee for Council approval.

The Council was split 2-2, with Councilmembers Dan Quirk and Terry Gaasterland opposed, on whether to proceed with the recommended additional pension fund transfer and requested that staff to work with the Finance Committee to review the current Pension Reserve Policy and determine whether any changes to the Policy are recommended.

However, upon further review of the Pension Reserve Policy and Finance Committee recommendations related to the establishment of the policy and Pension Fund transfers, the Councilmembers initiating this agenda item feel that further review by the Finance Committee is unwarranted, and the Committee's recommendation to transfer additional funds into the Pension Reserve in accordance with the existing policy should be approved. If Councilmember's Quirk and Gaasterland wish to make changes to the Pension Reserve Policy, they should bring those forward as a Council initiated agenda item.

If the guidelines in the Pension Reserve Policy had been strictly applied, the City's FY 2025-26 Pension Reserve Fund transfer would have been approximately $1,100,000. To date, the Council has only authorized a transfer of $250,000. Considering the higher than anticipated revenues during the first half of FY 2025-26, the Councilmembers initiating this agenda item request that the Council reconsider the prior recommendation to transfer an additional $425,000 to the Pension Reserve Fund, bringing the total contribution for FY 2025-26 to $675,000. This is slightly higher than half of the transfer amount prescribed by the current Pension Reserve Policy.

FISCAL IMPACT:
Approval of this item will amend the Fiscal Year 2025-2026 Operating and Capital Budget to include the transfer an additional $425,000 to the Pension Reserve Fund, for a total fiscal year contribution of $675,000.

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 – Pension Reserve Policy
Attachment B – 3/18/2024 City Council Agenda Report for Establishment of Section 115 Trust for Pension Purpose

CITY OF DEL MAR
PENSION RESERVE POLICY

The following is the Pension Reserve Policy adopted by the Del Mar City Council on May 31, 2023.

1. Continue working toward the goal of reaching 100% funded status, based on the City's financial statements according to GASB 68 by June 30, 2032, with the flexibility that the timeline can be extended further by the Council in order to not impact the City's ability to fund other critical/necessary projects as initially directed by the City Council on September 3, 2013, as part of the creation of the City's Pension Reserve Fund.

2. Focus on funding the Governmental Fund portion of the unfunded liability and not the 20% portion related to Enterprise fund salaries. In order to not substantially impact Water and Wastewater rates, Enterprise funds will establish a reserve that will not exceed $200,000 in each fund and will continue to pay its annual required contribution related to Enterprise salaries. The remaining unfunded liability portion related to Enterprise salary/benefits will not be covered by the Pension Reserve Fund in the General Fund.

3. Using the reported unfunded liability amount in the most recent completed Annual Comprehensive Financial Report (ACFR), staff will calculate the remaining unfunded liability and equally divide the unfunded liability balance by the remaining years to determine the following year's contribution. This process will be evaluated each year and reviewed by the Pension Subcommittee of the Finance Committee to determine the recommended annual contribution.

    a. Based on the June 30, 2022 ACFR, the current unfunded liability is approximately $8.35 million. The portion related to Governmental Fund salary/benefits is approximately $6.68 million and the current pension reserve balance is $3.4 million. If the proposed updated reserve policy is approved, the recommended pension contribution for FY 2024 will be $360,000.

    b. At Midyear, after prior year financial results and ACFR are presented to the City Council, if surplus is reported, determine next year's pension contribution and make an additional transfer to help minimize large contribution fluctuations largely caused by CalPERS not meeting its investment targets for the year.

4. All pension reserve funds currently held with the City will be considered to be transferred to a Section 115 Trust account once the City Council authorizes staff to open an account. Funds in the Section 115 Trust can only be legally used for pension related costs.

a. If at any time, the City is faced with an economic crisis, the City Council may consider deferral of a pension transfer to the Section 115 Trust and may also use funds in the Trust account to pay for the current annual required contribution payment to CalPERS.

5. Once the Pension Reserve reaches 100% status, the City will stop making annual contributions to the Section 115 Trust account but continue to review the ACFR and make annual contributions as necessary to maintain as close to 100% funded status as possible.

6. If and when the Section 115 Trust balance in combination with assets held by CalPERS, reach 100% funded status and remains or exceeds 100% funded status for two consecutive years, on the third year, staff may recommend to the City Council to use excess funds to pay current annual required contribution payments with funds held in the Section 115 Trust account.

City of Del Mar Agenda Report

TO: Honorable Mayor and City Council Members

FROM: Monica Molina, Finance Manager/Treasurer
Ashley Jones, City Manager

DATE: March 18, 2024

SUBJECT: Establishment of a Section 115 Trust for Pension Related Purposes

REQUESTED ACTION/RECOMMENDATION:
Staff recommends that the City Council: 1) Approve an agreement with Public Agency Retirement Services (PARS) for Section 115 Trust administration services (Attachment A); 2) Adopt a Resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust for the purpose of prefunding pension obligations (Attachment B); 3) Authorize the City Manager or their designee to act as the City's Plan Administrator of the Trust Program and execute the agreement and required documents; and 4) Authorize the initial transfer of $5 million from the Pension Reserve Fund to the Section 115 Trust Account.

EXECUTIVE SUMMARY:
The City of Del Mar is a member of the California Public Employees' Retirement System (CalPERS), in which all of the City's full-time employees are participating members. The City's current annual contribution to CalPERS for pension obligations is approximately $1.86 million, with $660,000 going toward the City's current pension costs, and $1,200,000 to fund the City's unfunded pension liability. The most recent valuation report provided by CalPERS in July 2023, shows a current total unfunded liability for Del Mar of $18.3 million as of June 30, 2022. To ensure sufficient funds are available to cover the City's current and ongoing pension obligations, the City sets aside funds annually in the City's Pension Reserve Fund, which currently has a balance of $3.4 million, plus an additional combined $1.6 million in the Water and Wastewater Pension Reserve Fund.

The unfunded pension obligation represents a significant liability to the City. As of 2015, Governmental Accounting Standards Board (GASB) Statements required cities to recognize pension obligation liabilities on their balance sheet. To address funding of the pension liability, staff, Pension Subcommittee of the Finance Committee and the Finance Committee had several meetings to discuss establishing a Section 115 Trust and the Subcommittee and staff met with CalPERS (PERS) and Public Agency Retirements Services (PARS) regarding their programs. As a result of this work, the Finance Committee, Pension Subcommittee and staff are recommending establishing a Section 115 Trust with PARS to administer the trust.

BACKGROUND:
Starting in 2017, City staff and the Finance Committee's Pension Subcommittee began evaluating options for the City to establish a Section 115 Trust for pension funding purposes. As part of that effort, the City solicited proposals from qualified firms, and staff and the Pension Subcommittee interviewed representatives from PERS and PARS in February 2020, to learn more about their 115 Trust options. This effort was put on hold in 2020 due to the pandemic and was restarted in 2023 in conjunction with the Pension Subcommittee and Finance Committee.

ACTION TAKEN: SEE NEXT PAGE

On May 31, 2023, during the Council Budget Workshop, staff presented the City Council with a proposed Pension Reserve Policy (Policy) that was supported by the City's Finance Committee for adoption. In summary, the Policy (Attachment C) includes the following provisions:

- Continue to work toward the goal of reaching 100% funded status by June 30, 2032,
- Flexibility for the funding timeline to be extended by the Council when deemed necessary,
- Focus on funding the Governmental Fund portion of the unfunded liability (not the Water, Clean Water and Wastewater Funds),
- Use of the Annual Comprehensive Financial Report (ACFR) to calculate the following year's Pension Reserve contribution,
- Re-evaluate Pension Reserve contribution at Mid-Year when previous year's final results are presented,
- Establish a Section 115 Trust Fund using Pension Reserve Funds.

The Council adopted the proposed Pension Reserve Policy but deferred establishment of a 115 Trust, requesting that staff and the Pension Subcommittee return to Council at a future meeting to provide more information about the 115 Trust and basis for the recommendation to establish the trust for pension purposes.

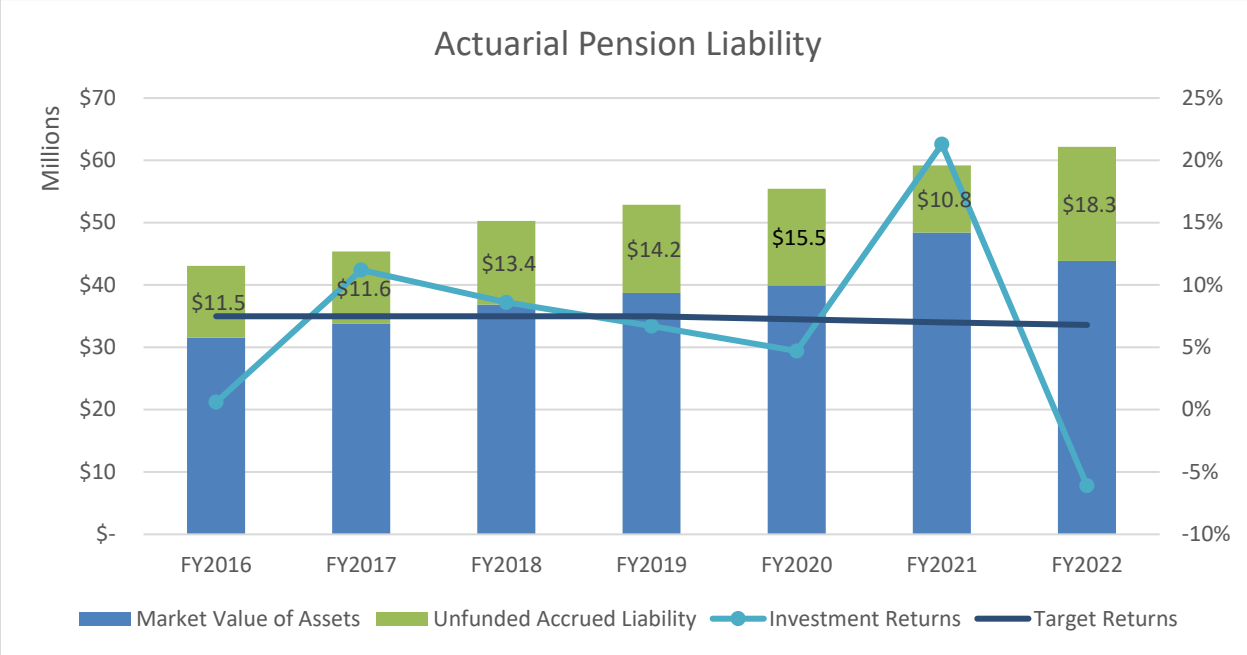
In November 2023, staff and the Pension Subcommittee met again with PERS and PARS for an update on their respective 115 Trust programs. After meeting with both firms, staff and the Pension Subcommittee provided a presentation to the Finance Committee on January 23, 2024, recommending that the City proceed with establishing a Section 115 Trust with PARS, which was unanimously supported by the Finance Committee.

DISCUSSION/ANALYSIS

Reporting Pension Liability
The Governmental Accounting Standards Board (GASB) is an independent private-sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP). GASB Statement 68 requires that governmental employers that sponsor Defined Benefit plans recognize a net pension liability (unfunded accrued liability) on their balance sheet. This liability is the difference between the City's total pension liability (actuarial accrued liability) and the market value of actual plan assets. The City reported this actuarial liability for the first time in its June 30, 2015, Annual Comprehensive Financial Report (ACFR) and the current unfunded liability totals $18.3 million as of June 30, 2022.

As can be seen in Chart A below, the pension liability continues to grow each year, raising concerns about the anticipated growth of the unfunded accrued liability (UAL) over time and potential impacts to the annual required contributions (Chart B). As noted on Chart A, one of the largest drivers of the increase in UAL is the underperformance of PERS target investment returns. Based on the 7-year average actual rate of return of 6.7%, instead of target rate of 6.8%, the City's UAL increased by $6.8 million between 2016 and 2022. Although the PERS actuarial report for June 30, 2023, are not yet available, it is anticipated that the UAL will increase again since PERS investment returns came in at 5.8%, which is 1% lower than its target return of 6.8%.

Chart A: Actuarial Pension Liability



Pension Reserve Fund

On September 3, 2013, the City Council approved the creation of a Pension Reserve Fund with the goal of fully funding the City's UAL in 15 years, while maintaining flexibility in annual contributions to ensure funding remained available for other necessary City activities and projects. Due to the extreme loss in revenue related to the pandemic, contributions to the Pension Reserve were deferred from April 2020 to March 2023, when revenues returned to pre-pandemic levels. The Pension Reserve balance as of June 30, 2023, is at approximately $5 million, which is the combined total of the General Fund and Water/Wastewater Fund Pension Reserves.

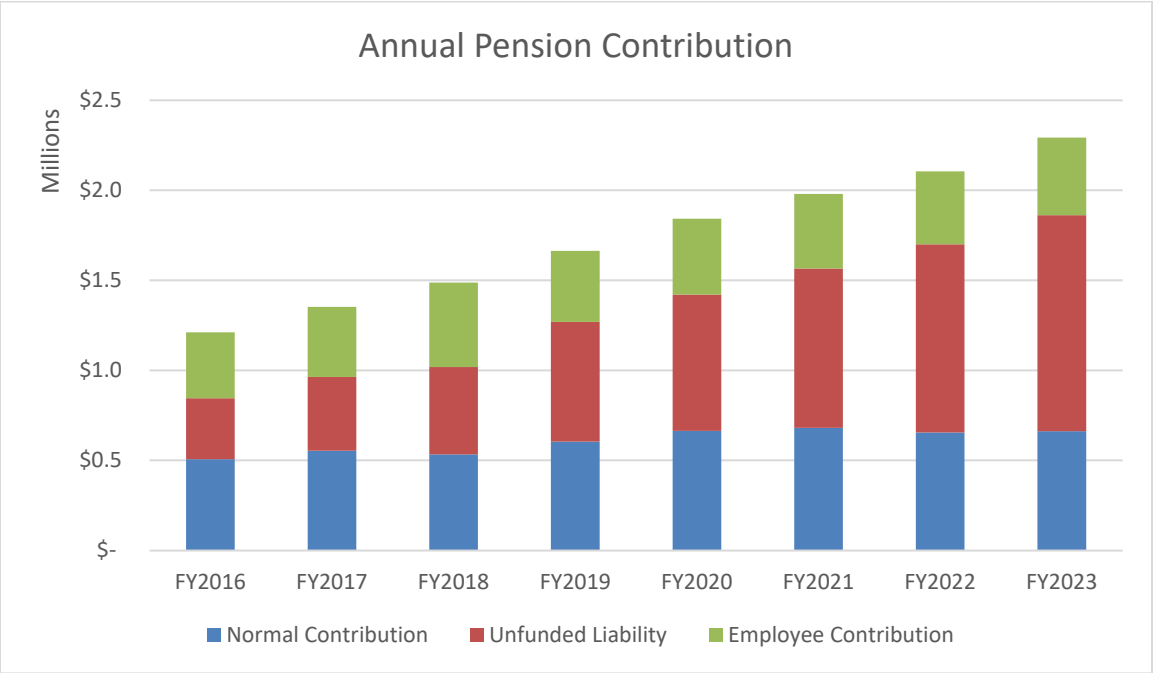
Although designated for payment of the City's pension liability, the City's Pension Reserve funds are not legally restricted and can be used for any purpose with City Council approval. In order to formally limit use of the funds for pension purposes only, the funds must be deposited in an irrevocable trust. Funds currently held in the Pension Reserve Fund are also not allowed to be reported as a reduction to the pension liability on the balance sheet unless the funds are held in a Section 115 Trust or deposited directly to PERS.

Managing Unfunded Liabilities

As shown in Chart B below, the unfunded liability portion of the annual required pension contribution continues to grow and will impact available funding for critical operational needs and capital and special projects if not addressed. Setting up a Section 115 Trust not only secures future pension benefits for employees, but also reduces the potential of having to reduce funding of other important City activities to pay for the annual required pension liability. To reduce the net pension liability, the City's only prior option was to send additional funds to PERS (in excess of its annual required contributions). However, there have been concerns about doing so based on PERS underperformance and the need to diversify management and oversight of the City's pension funds outside of PERS. Establishing a Section 115 Trust would allow the City to "pre-

fund" its PERS unfunded liability and will allow for greater local control over assets invested by a professional fund management team selected and monitored by the City.

Chart B: Annual Pension Contribution



In effort to help public agencies address and manage their pension liabilities, PERS and PARS have developed Post-Employment Benefits Trust Programs, which provide program participants the ability to pre-fund pension liabilities through an IRS reviewed program. These programs are established as multiple employer trusts so that public agencies, regardless of size, can join the program to receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. To participate, funds must be set aside in an exclusive benefit, irrevocable trust that cannot be accessed by creditors or used for other purposes. If established, the trust would permit the City, under federal and state law, to invest in a more diversified array of investments to maximize returns in comparison to what the City's investment options are if the funds were to continue to be held in the City's Pension Reserve and invested in accordance with the City's investment policy and restrictions on general fund investments.

Public Agency Retirement Services (PARS)

To date, 145 public agencies in California have adopted the PARS pension trust program, which includes ten public agencies in San Diego, among them being the cities of Carlsbad, Coronado, Solana Beach, and Imperial Beach. Expected benefits offered by the PARS 115 Trust include:

- Investment flexibility with Section 115 Trust compared to restrictions on general fund investments (Govt. Code 53216),
- Increased risk diversification of plan assets through different asset management options,
- City oversight and control of fund management selection, monitoring of performance and ability to modify fund management based on performance criteria,
- Flexibility on use of trust assets (i.e., trust assets can be accessed at any time as long as the assets are used to fund the City pension obligations and defray reasonable expenses),

- Potential for positive rating agency and investor consideration.

PARS has two investment options available for their Section 115 Trust account through PFM Asset Management (PFMAM). One option is a Full-Service Platform, which will provide a dedicated portfolio manager, investment guidance, annual meeting attendance, and creation of investment guidelines required when setting up a Section 115 Trust. The second option is their Target Index Investment Platform which has four (4) pre-established investment options. All the plan assets in the Target Index Investment Platform are combined for economies of scale, but there is no cross sharing of earnings or liabilities. Strategies are comprised of index-based, mutual funds selected for their low expense ratio.

PFMAM has provided investment management services to public agencies nationwide for more than 35 years and are focused on continually finding investment solutions for new and developing financial issues facing public agencies. PFMAM has an excellent reputation among California public agencies, and they have an existing working relationship with PARS where they serve as investment advisor for more than 500 PARS clients with more than $6 billion under management. PFMAM has a team of extremely capable, experienced investment professionals that oversee plan investment. As a subsidiary of U.S. Bank, PFMAM investment management fees are low, while providing multiple strategy/benchmark options for the City's investment portfolio.

California Employers' Pension Prefunding Trust (CEPPT) Fund

In comparison to PARS, PERS offers the California Employers' Pension Prefunding Trust (CEPPT) Fund as a Section 115 Trust fund dedicated to prefunding employer contributions to defined benefit pension systems for eligible California public agencies. Since its launch in 2019, more than 75 California public employers have chosen CEPPT as their pension contribution prefunding trust fund. Based on PERS website, one (1) agency in San Diego participates in the CEEPT fund.

The CEPPT provides an uncomplicated, low-cost investment and administration program. CEPPT offers two diversified asset allocation strategies. These strategies invest in four (4) public asset classes: Fixed Income; Global Equity; Global Public Real Estate Investment Trusts (REITs); and Treasury Inflation Protected Securities (TIPS). PERS offers participants the choice of one of two investment strategies. Projected risk levels among strategies vary depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Included in this report, as Attachment D, are comparative tables that were used by the Pension Subcommittee and staff to evaluate asset class target allocations (Table A), investment returns (Table B), and administrative and management fees (Table C) for the Trust programs offered by PARS and PERS. For comparative purposes included in those tables, if available, are the data for the Public Employees' Retirement Fund (PERF), which are the current pension assets held and managed by PERS.

Recommendation

Based on PARS positive reputation and investment management results, the ability to diversify pension reserve funds in a separate investment firm (rather than maintaining all funds in PERS), and the comparatively low management fees, staff, the City's Finance Committee, and the Pension Subcommittee are recommending Council approval to establish a Section 115 Trust with PARS Target Index Platform and make an initial deposit of $5 million to the Trust.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:
This item is operational in nature and is not directly related to the City Council's list of Goals and Priorities.

FISCAL IMPACT:
Approval of staff's recommendation will result in an initial deposit of $5 million to a Section 115 Trust. Total combined administrative, trustee and investment management fees for PARS, US Bank and PFM Asset Management start at 0.371% of assets. Investment management fees are tiered and will become lower as assets in the program increase. The current annual fee for the initial $5 million deposit, would be approximately $18,500. Funds for trust services fees are available in the approved Year 2023-24 Operating and Capital Budget. Investment/management fees for the upcoming year will be added to the Fiscal Year 2024-25 Budget Update and will be offset by the increase in investment income.

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 –	Agreement for Administrative Services with Public Agency Retirement Services (PARS)
Attachment B –	Resolution Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS)
Attachment C –	Pension Reserve Policy
Attachment D -	Comparative Investment Plan Tables

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2024, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the City of Del Mar ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations ("Plan") and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

DRAFT

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

DRAFT

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.

13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: City of Del Mar; 1050 Camino Del Mar, Del Mar, CA 92014; Attention: City Manager

    Notices shall be deemed given on the date received by the addressee.

16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning March 18, 2024 and ending March 17, 2027 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.

17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Ashley Jones

TITLE: City Manager

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

DRAFT

EXHIBIT 1A

SERVICES

PARS will provide the following services for the City of Del Mar Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.
2. Plan Administration Services:
   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
   (F) Preparing and submitting an annual report of Plan activity to the Agency;
   (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
   (H) Coordinating periodic audits of the Trust;
   (I) Monitoring Plan and Trust compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

DRAFT

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$1	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.20%
$15,000,001	to	$50,000,000	0.15%
$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

DRAFT

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

DRAFT

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust ("Program") to public agencies for the purpose of prefunding pension obligations; and

WHEREAS, the City of Del Mar ("City") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Program.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective March 18, 2024; and

2. The City Council hereby appoints the City Manager, or their successor or their designee, as the City's Plan Administrator for the Program; and

3. The City's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's Program.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at the Regular Meeting held this 18th day of March 2024.

_____
Dave Druker, Mayor
City of Del Mar

APPROVED AS TO FORM:

_____
Leslie E. Devaney, City Attorney
City of Del Mar

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF DEL MAR

I, Sarah Krietor, the 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. 2024-XX, adopted by the City Council of the City of Del Mar, California, at a Regular Meeting held the 18th day of March 2024, by the following vote:

AYES:

NOES:

RECUSE:

ABSENT:

ABSTAIN:

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

CITY OF DEL MAR
PENSION RESERVE POLICY

The following is the Pension Reserve Policy adopted by the Del Mar City Council on May 31, 2023.

1. Continue working toward the goal of reaching 100% funded status, based on the City's financial statements according to GASB 68 by June 30, 2032, with the flexibility that the timeline can be extended further by the Council in order to not impact the City's ability to fund other critical/necessary projects as initially directed by the City Council on September 3, 2013, as part of the creation of the City's Pension Reserve Fund.

2. Focus on funding the Governmental Fund portion of the unfunded liability and not the 20% portion related to Enterprise fund salaries. In order to not substantially impact Water and Wastewater rates, Enterprise funds will establish a reserve that will not exceed $200,000 in each fund and will continue to pay its annual required contribution related to Enterprise salaries. The remaining unfunded liability portion related to Enterprise salary/benefits will not be covered by the Pension Reserve Fund in the General Fund.

3. Using the reported unfunded liability amount in the most recent completed Annual Comprehensive Financial Report (ACFR), staff will calculate the remaining unfunded liability and equally divide the unfunded liability balance by the remaining years to determine the following year's contribution. This process will be evaluated each year and reviewed by the Pension Subcommittee of the Finance Committee to determine the recommended annual contribution.

    a. Based on the June 30, 2022 ACFR, the current unfunded liability is approximately $8.35 million. The portion related to Governmental Fund salary/benefits is approximately $6.68 million and the current pension reserve balance is $3.4 million. If the proposed updated reserve policy is approved, the recommended pension contribution for FY 2024 will be $360,000.

    b. At Midyear, after prior year financial results and ACFR are presented to the City Council, if surplus is reported, determine next year's pension contribution and make an additional transfer to help minimize large contribution fluctuations largely caused by CalPERS not meeting its investment targets for the year.

4. All pension reserve funds currently held with the City will be considered to be transferred to a Section 115 Trust account once the City Council authorizes staff to open an account. Funds in the Section 115 Trust can only be legally used for pension related costs.

a. If at any time, the City is faced with an economic crisis, the City Council may consider deferral of a pension transfer to the Section 115 Trust and may also use funds in the Trust account to pay for the current annual required contribution payment to CalPERS.

5. Once the Pension Reserve reaches 100% status, the City will stop making annual contributions to the Section 115 Trust account but continue to review the ACFR and make annual contributions as necessary to maintain as close to 100% funded status as possible.

6. If and when the Section 115 Trust balance in combination with assets held by CalPERS, reach 100% funded status and remains or exceeds 100% funded status for two consecutive years, on the third year, staff may recommend to the City Council to use excess funds to pay current annual required contribution payments with funds held in the Section 115 Trust account.

ATTACHMENT D
Comparative Investment Plan Tables

Table A below compares the asset class target allocations between PARS Target Index platform, CalPERS CEPPT program, and CalPERS retirement funds. PARS Full-Service platform is not included in this table since it can be customizable to the City's needs.

Table A: Asset Class Target Allocations

PARS - PFMAM Target Index	Fixed Income	Conservative	Balanced	Growth
Fixed Income	100%	60%	40%	25%
Domestic Equity	-	24%	36%	45%
International Equity	-	12%	18%	22.5%
Other Growth	-	4%	6%	7.5%

CalPERS - CEPPT	Strategy 1	Strategy 2
Fixed Income	44%	61%
Global Equity	37%	21%
REITs	14%	9%
TIPS	5%	9%

CalPERS	PERF
Public Equity	50%
Private Equity	8%
Income	28%
Real Assets	13%
Cash	1%

Table B below compares the investment returns for all programs/platforms as of December 31, 2023. The retirement funds (PERF) held by PERS are based on results as of June 30, 2023. For comparison purposes, included in this table are some results for some portfolios that are offered by PARS Full-Service platform.

Table B: Investment Returns (as of December 31, 2023)

PARS – PFMAM Target Index	Fixed Income (%)	1 Year	3 Years	5 Years
Fixed	100%	6.98%	-2.54%	1.28%
Conservative	60%	12.63%	0.93%	6.03%
Balanced	40%	15.32%	2.56%	8.15%
Growth	25%	17.36%	3.82%	9.61%

PARS - PFMAM Full Service	Fixed Income (%)	1 Year	3 Years	5 Years
Cap Appreciation	75%	17.32%	4.22%	9.71%
Balanced	60%	15.39%	2.89%	8.25%
Moderate	50%	13.98%	2.08%	7.17%
Mod Conservative	30%	11.05%	0.35%	4.95%
Conservative	15%	8.81%	-0.96%	3.30%

Table B: Investment Returns (as of December 31, 2023)- con't.

CalPERS-CEPPT	Fixed Income (%)	1 Year	3 Years	5 Years
Strategy 1	37%	12.11%	0.90%	-
Strategy 2	21%	9.23%	-0.92%	-

CalPERS	Fixed Income (%)	1 Year	3 Years	5 Years
PERF*	30%	5.8%	6.4%	6.1%

*As of June 30, 2023

Table C below compares the administrative and investment management fees of PARS Full Service and Target Index portfolios and PERS CEPPT program. Management fees for the retirement funds (PERF) held by PERS was not easily accessible and not included in this table. The rates listed on the table below are based on an up to $5M initial deposit into the trust account.

Table C: Section 115 Trust Fees

Program	PARS-PFMAM Full Service	PARS-PFMAM Target Index	CalPERS CEPPT
Administration Fees	0.25%	0.25%	0.25%
Investment Management Fees	0.35%	0.121%	Included
Total Fees	**0.60%**	**0.371%**	**0.25%**
Annual Fee (based on $5M)	**$30,000**	**$18,550**	**$12,500**

City of Del Mar
Council Liaison Report

TO: City Councilmembers

FROM: Tracy Martinez, Mayor

DATE: April 7, 2026

Sustainability Advisory Committee

Informational Report/Highlights: SAC met on March 18th and completed their Work Plan.

Legislative Subcommittee

Deputy Mayor Spelich and I met with Senator Blakespear's staff Francine Busby and Diane Kudlow on March 18th to discuss 1) Progress on the ENRA and Affordable Housing on the Fairgrounds and 2) San Dieguito Lagoon Sand Accumulation Concerns.

Del Mar Community Connections

DMCC will host the first Senior Fair on Saturday March 28th at 12 noon at City Hall. The free event is designed to connect local older adults and caregivers with essential community services.

North County Transit District

Informational Report/Highlights: Summary of March 19, 2026, NCTD Board Meeting:

1) NCTD'S FINAL CLIMATE ADAPTATION AND INFRASTRUCTURE RESILIENCY PLAN: The Board of Directors unanimously approved NCTD's Final Climate Adaptation and Infrastructure Resiliency Plan. On August 31, 2023, North County Transit – San Diego Railroad (NCTD) was awarded $627,000 in funding through the Caltrans Climate Adaptation Planning – Sustainable Transportation Planning Grant Program to conduct an NCTD Climate Adaptation and Infrastructure Resiliency Plan (CAIRP). The CAIRP assesses the NCTD service area and facilities to identify and assess climate risks to NCTD rail and bus infrastructure, facilities, and surrounding populations. The Plan evaluates specific climate impacts and identifies remedies aimed at improving NCTD's resiliency for convenience, access, and reliability of its multimodal transit system. The Board of Directors approved the final plan.

2) UPDATE REGARDING NCTD BUS AND MAINTENANCE OPERATIONS INSOURCING: The Board received an update regarding the insourcing of bus and maintenance operations that took place in June 2025. NCTD staff collaborated with MV Transportation to complete the full transition, which included issuing over 55 purchase orders for essential services and specialty equipment; onboarding approximately 450 employees from MV Transportation; developing a custom Bus Operations dispatch system; and aligning Standard Operating Procedures to support direct operations. NCTD has also completed negotiations with Teamsters Local 542 and Amalgamated Transit Union (ATU) Local 1309 and has implemented five new collective bargaining agreements associated with Bus Operations and Maintenance. NCTD has also focused on managing and acquiring parts and materials contracts, integrating our Safety Teams directly with frontline staff and streamlining processes for administrative and front-line employees.

3) UPDATE ON PROPOSED STATE LEGISLATION RELATED TO SENATE BILL 79: Senate Bill (SB) 79 (Wiener, Chapter 512, Statutes of 2025) enacted significant changes to state housing law intended to increase housing density near major transit stops in transit-dense counties. This bill would allow multiple rail services to be added together to meet the 48-train threshold for high frequency commuter rail, potentially expanding SB 79's applicability to additional rail stations. Staff received direction from the Board to: Oppose expansion of SB79, including opposition to SB677 and SB908 ("SB79 Bills") in their entirety with direction to staff to state to include the following in the opposition letter to include the following in the opposition letter as reasons for the opposition, including:

1) Because it imposes a uniform statewide mandate; 2) Delay the effective dates for implementation and enforcement of the SB 79 Bills to next Regional Housing Needs Assessment (RHNA); and 3) Exclude state-sponsored intercity passenger rail service from commuter rail frequency calculations.

San Diego Association of Governments Board (SANDAG)

I attended the SANDAG retreat on day two. Staff provided an Express Lanes 201 presentation followed by a long discussion. This session will provide Board members with a more detailed view into what is coming next on the regional express lanes system. Board members will consider upcoming decision points and how best to align policy direction, operations, and community expectations.